



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT

TENDER NUMBER: RFP12/12/2025

ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) IN THE BUILT ENVIRONMENT FOR A PERIOD OF THREE YEARS

BIDDERS DETAILS	INFORMATION
COMPANY NAME	
COMPANY PHYSICAL ADDRESS	
CONTACT NUMBER	
EMAIL ADDRESS	
CSD NUMBER	
CATEGORY (DISCIPLINE BIDDING FOR)	
BIDDER'S / SHEREHOLDER'S CITIZENSHIP STATUS	



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ABBREVIATIONS

ABBREVIATION	ABBREVIATION FULL NAME
GDID	Department Of Infrastructure Development
TOR	Terms of Reference
SBD	Standard Bidding Document
EOI	Expression Of Interest
PSP	Professional Service Providers
ECSA	Engineering Council Of South Africa
SACAP	South African Council for The Architectural Profession
IDMS	Infrastructure Delivery Management System
SACPCMP	South African Council for Project & Construction Management Professionals
SACPVP	South African Council for The Property Valuers Profession
CSD	Central Suppliers Database
CSDG	Contract Skills Development Goal
CIDB	Construction Industry Development Board
COIDA	Compensation for Occupational Injuries and Diseases Act
FIPDM	Framework for Infrastructure Delivery and Procurement Management



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RFP ADVERTISEMENT

PROJECT DESCRIPTION	ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) IN THE BUILT ENVIRONMENT FOR A PERIOD OF THREE YEARS
RFP NUMBER	RFP12/12/2025
TENDER DOCUMENTS ARE AVAILABLE ON	e-tender publication portal (https://www.etenders.gov.za/) or https://e-tenders.gauteng.gov.za/
CLOSING DATE AND TIME	04 FEBRUARY 2026
ADDRESS FOR THE SUBMISSION OF BID DOCUMENTS	Gauteng Department of Infrastructure Development (GDID Tender Box) Corner House Building Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown Johannesburg
EVALUATION STEPS	Mandatory requirements and other administrative requirements
	Technical / functionality evaluation criteria



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AN ONLINE COMPULSORY BRIEFING MEETING (LINK)

Please note the following important administrative requirements:

DATE: 14 JANUARY 2026

LINK SESSION 1 – 14 JANUARY 2026 – TIME 10:00AM – 11:30AM

<https://events.teams.microsoft.com/event/10b73f12-2525-4a16-bd63-36b2e350eb62@003f7489-c006-4532-90f3-d1feadc0d1af>

LINK SESSION 2 – 14 JANUARY 2026 – TIME 12:00PM – 13:30PM

<https://events.teams.microsoft.com/event/be573d90-661a-4932-9b9c-09633bf7d6e3@003f7489-c006-4532-90f3-d1feadc0d1af>

- Bidders are **required to register** on **either of the 2 links** specified above before they get into the meeting which will be held as per the date specified above.
- After registration, **they will receive a link** that they will use to attend the meeting.
- The **registered bidders** will form a list that will be used for purposes of **compulsory briefing compliance**.
- Bidders are therefore requested to ensure that they **complete the registration form**.
- No bidder will be able to attend the meeting without registration.
- If you get to the meeting through the lobby and other means which don't require registration, your details will not appear on the registration list, and therefore, **you will be disqualified**.
- Only 1000 bidders will be allowed per session, meaning when the session reaches the limit of 1000, it will no longer accept bidders.
- The bidders who did not join the first (**1st**) session must join the second (**2nd**) session.

Bidders should visit the **eTender Portal** regularly for updates, addenda, or responses to queries.

MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS:

Failure to submit/meet or comply with the following requirements constitutes automatic disqualification of a tender offer.

Submission of completed and signed SBD 1- Invitation to tender and SBD 4 – bidders' disclosure.

Submission of a commitment letter duly signed by authorized person to abide by the Gazetted or regulated rates per professional discipline.

Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and the agreement must be signed by all participating parties and clearly specify the percentage of revenue allocated to each party, as well as the respective portions of work each party will undertake.

Submission of valid COIDA certificates or Letter of good standing, in case of a Joint venture or consortium all parties must submit valid COIDA certificate or letter of good standing.

Bidders whose business status is marked as "deregistered", or "in deregistration process", " final deregistration" at the time of evaluation will be disqualified.

Submission of a proof valid professional indemnity (PI) insurance policy cover or confirmation cover of not less than R5 million from financial institution registered with Financial Sector Conduct Authority (FSCA).

Submission of disclosure letter signed by authorized person stating whether the company was terminated or not, and the reasons for termination if terminated in the past 5 years.

Submission of completed and signed Signature authority form.



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Submission of completed and signed integrity pact for business.

Bids of the foreigners / foreign owned entities must also meet or comply and submit the following in addition to those mentioned above:

- Valid Business Permit/Visa: Submission of a valid business visa or permit issued in the name of the bidding entity or its shareholder, authorising the foreign national to conduct business within South Africa. The visa must clearly specify the business activities it permits.
- Proof of Investment: Certified documentation confirming a capital investment of R5 million or more, or a waiver granted by the DTIC where applicable. This proof must be issued by a registered South African Chartered Accountant (CA(SA)), on official letterhead, and must include the accountant's signature, date, and professional registration number.
- Local Employment Compliance: A signed declaration on company letterhead, confirming that at least 60% of the company's workforce comprises South African citizens or permanent residents.

At least one Director / shareholder / partner of the company must be professionally registered with any Built Environment Council listed in the document. With exception of Quantity Surveying and Architectural service discipline at-least 51% of directors or shareholders / partner of the company must be professional registered with SACQP and SACAP.

Attendance of an online compulsory briefing meeting (link is provided, please check page 5).

OTHER ADMINISTRATIVE REQUIREMENTS

Submission of Proof of Registration with CSD (CSD report or CSD MAAA number).

Submission of a Valid Tax Compliance Status PIN that will grant third-party access to the bidder's Tax Compliance Status.

Submission of recently issued company registration documents (CIPC registration documents issued not older than 3 months)

Submission of certified ID copies for Directors / shareholders / members / owners. Certification should not be older than 6 months

Applicable Functionality Criteria:
Failure to meet the prescribed minimum functionality of 75 points will result in automatic disqualification

This bid will be scored out of 100 points, **CONDITION FOR COMPANY EXPERIENCE AND KEY STAFF CRITERION:** bidders must at-least score 24 points in company experience and 10 points in key staff, failure to score minimum stated points in these criteria will result in disqualification even if the bidder scores an overall / total of 75 points or more.

Company experience	40 points
Key staff	30 points
Quality Assurance	15 points
Skills development and employment	15 points

Objective criteria

- Empowerment of South African-owned enterprises.
- Reducing unemployment and enhancing local skills development.
- Exclusion of bidders due to prior termination for poor performance

Tender Technical Enquiries:

Ntsako Ngonyama

Ntsako.ngonyama@gauteng.gov.za

Tender General enquiries

Siyabonga Khumalo

Siya.khumalo@gauteng.gov.za

NB! Request for clarifications must be received at least 10 calendar days before the closing date.

Part T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

The Gauteng Department of Infrastructure Development (GDID) is calling for Expression of Interest (EOI) for qualified professional service provider firm to render professional services in the execution of infrastructure programmes on a three-years term contract basis, with no guarantee of any quantum of service. The GDID invites proposals from Professional Service Providers (PSPs) in different disciplines.

Brief Project Objectives

The objectives of this Request for Proposal are to engage the provision of professional technical advisory and design services by Professional Service Providers (PSP's), in the implementation of various building infrastructure across the province.

The other objective is for the PSPs to provide technical support to the Department of Infrastructure Development (GDID) as the implementing department on behalf of Gauteng Department of Health, Gauteng Department of Education and other Gauteng Provincial Departments in respect of all professional services. This shall include

- Formulating employer brief,
- Project initiation and recommendations,
- Cost estimates,
- Technical drawings,
- Contractor procurement documentation,
- Equipment specifications,
- Discipline project management services,
- Construction monitoring,
- Cost consulting,
- Quality assurance,
- Equipment commissioning and
- The production of close out reports and
- Contractor performance report as per cidb standard for contractor performance reports for use on construction works contracts (grade 1).

The scope of work shall be defined in the context of the following specific activities (across all disciplines) that shall be required at the facilities:

- New Construction
- Upgrades
- Additions
- Renovations and refurbishment and any other type of construction project.

The PSP will be required to ensure full compliance with the Framework for Infrastructure Delivery and Procurement Management (FIPDM) and The Integrated Design and Management System (IDMS) stages 1-stage 7.

- a) Pre-Feasibility / Initiation
- b) Concept / Feasibility
- c) Design Development
- d) Detailed Design / Design Documentation
- e) Works / Construction
- f) Handover
- g) Close-Out



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GDID seeks to establish a panel of Professional Service Providers firms with mentioned qualifications and professional registration across the following categories. Bidders are required to indicate the respective disciplines that they are bidding for:

TABLE 1 – LIST PSP DISCIPLINE

No.	Discipline	National Diploma or Degree as stated below Minimum Qualification OR related and equivalent	Professional Registration / Affiliation
1	Professional Architectural Services	NQF Level 7 or higher in Architecture	Registered Professional Architect with SACAP (South African Council for the Architectural Profession)
2	Professional Electrical/Electronic Engineering	NQF Level 7 or higher in Electrical/Electronic Engineering	Registered Professional Engineer with ECSA (Engineering Council of South Africa)
3	Professional Mechanical	NQF Level 7 or higher in Mechanical Engineering	Registered Professional Engineer with ECSA
4	Fire Engineering	NQF Level 7 or higher in Mechanical engineering or related in Fire Engineering, Fire Protection Engineering.	Registered Professional Engineer or Technologist with ECSA
5	Professional Structural Engineering	NQF Level 7 or higher in Civil/Structural Engineering	Registered Professional Engineer with ECSA
6	Professional Civil Engineering	NQF Level 7 or higher in Civil Engineering	Registered Professional Engineer or Technologist with ECSA
7	Professional Quantity Surveying	NQF Level 7 or higher in Quantity Surveying	Registered Quantity Surveyor with SACQSP (South African Council for the Quantity Surveying Profession)
8	Professional Construction Project Management	NQF Level 7 or higher in Construction/Project Management or Built Environment	Registered Professional Construction Project Manager with SACPCMP (South African Council for the Project and Construction Management Professions)
9	Professional Health Facility Planning / Health Technologist	NQF Level 7 or higher in Health Facility Planning / Architecture / Health Technology	Recognised by Health Professions Council of South Africa (HPCSA) or equivalent; experience in health planning is critical
10	Professional Occupational Health and Safety Manager / Agent	NQF Level 6 or higher in Health and Safety, Construction, or Built Environment	Registered as Construction Health and Safety Agent or Manager with SACPCMP
11	Professional Town and Regional Planners	NQF Level 7 or higher in Town and Regional Planning	Registered with SACPLAN (South African Council for Planners)
12	Professional Land Surveyors and Technical Surveyors	NQF Level 7 or higher in Land Surveying / Geomatics	Registered with PLATO (South African Council for Professional and Technical Surveyors)
13	Professional Geotechnical Engineer	NQF Level 7 or higher in Civil Engineering with Geotechnical specialization	Registered Professional Engineer with ECSA
14	Professional Environmental Specialist	NQF Level 7 or higher in Environmental Science / Management	Registered with SACNASP (South African Council for Natural Scientific Professions), EAPASA (Environmental Assessment Practitioners Association of South Africa), or relevant environmental authority



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15	Professional Landscape Architects	NQF Level 7 or higher in Landscape Architecture	Registered with SACLAP (South African Council for the Landscape Architectural Profession)
16	Traffic Engineering	NQF Level 7 or higher in Civil or Transportation Engineering	Registered with ECSA as Professional Engineer/Technologist
17	Heritage Consultants	NQF Level 7 or higher in Heritage Studies / Archaeology / Architecture	Registered with South African Heritage Resources Agency (SAHRA) or equivalent body
18	Flood Line Assessment Specialist	NQF Level 7 or higher in Hydrology / Civil Engineering	Registered with ECSA or recognised scientific body such as SACNASP
19	Property Valuers	NQF level 6 or higher in Property Valuation / Real Estate	Registered Professional Valuer with the South African Council for the Property Valuers Profession (SACPVP)
20	Hydrology Specialists	NQF Level 7 or higher in Hydrology / Water Resources / Environmental Science	Registered with SACNASP (South African Council for Natural Scientific Professions)
21	Clinical engineering	NQF Level 7 or higher in Biomedical or Clinical Engineering	Registered with ECSA as Professional Engineer/Technologist

BID SUBMISSION:

Bidders must tick/ mark the applicable discipline(s) they are bidding for. If bidding for more than one discipline, bidders must either:

- Clearly mark and divide supporting documents for each discipline within a single submission, or
- Submit a separate file for each discipline, with clear reference.

Bid documents must be submitted in a sealed envelope and deposited into the Department of Infrastructure Development (GDID Tender Box), Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street), Marshalltown, Johannesburg before closing date and before closing time. **Late bids will NOT be accepted.**



C1.2 TENDER DATA

The conditions of Bid are the Standard Conditions of Bid as contained in Annexure C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts – August 2019. (See www.cidb.org.za).

The Standard Conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

Clause number	Bid Data
C.1.1.1	The Employer is: Gauteng Department of Infrastructure Development Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown Johannesburg
C.1.2	The Bid documents issued by the employer comprise the following documents: Part T1: Bidding procedures T1.1 - Bid notice and invitation to Bid C1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable documents/schedules PART C: THE CONTRACT C1: Contract data - Contract data C1.3 CIBD build program. Part C3: Scope of Works C3.1 – see description of the works
Clause number	tender Data
C.1.4	Employers Representative IPM DETAILS Mr N Ngonyama Ntsako.ngonyama@gauteng.gov.za Bid queries Mr S Khumalo Siya.khumalo@gauteng.gov.za
C.2.1	Only those Bidders who satisfy the eligibility criteria are eligible to submit Bids. Only those Bidders who score the minimum score in respect of the quality criteria stated in C.3.11. of this Bid Data shall be considered responsive and have their Bids evaluated further.
C.2.6	Failure to apply instructions contained in addenda may render a Bidder's offer non-responsive in terms of clause C.3.11.



C.2.7	There will be compulsory briefing session for this bid. 14 January 2026 time First session starting at 10:00am and the second session starting at 12:00am
C.2.8	Request for clarifications must be received at least 10 calendar days before the closing date.
C.2.13.6	A single-envelope procedure will be followed as described in clause C.2.13.7.
C.2.13.7	Bidders shall note the specific requirements for packaging of their Bid documents and include only the following: This is a single envelope Bid process. Service Providers are to submit one (1) pack of original proposals, marked "ORIGINAL" in an envelope.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
Clause number	Tender Data
C.2.15.1	The Employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are: Location of Bid box: GDID reception Gauteng Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown Johannesburg Identification details: RPF12/12/2025 Establishment of a panel of professional service providers (PSP's) in the built environment for a period of three years
C.2.15.2	The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to bid.
C.2.16.1	The Bid offer validity period is 180 days.
C.2.18	The Bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labor-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.22	Bid Documents will not be returned to bidders.
C.2.23	The Bidder is required to submit with his Bid following (failure to provide 1 or more of the below documentation will result in the Bid being rejected): 1. Mandatory requirements 2. Technical / functionality Evaluation criteria
C.3.1.1	The Employer shall respond to clarifications received up to 10 calendar days before the Bid closing time.
C.3.2	The Employer shall issue addenda until 5 working days before the Bid closing time.
C.3.4.1	The Bids will not be opened in public.
C.3.5.1	The single-envelope system will be followed for this Bid.
C.3.7	The results of the invited bids will be published in the manner in which the advert was published.
C.3.11.	The procedure for the evaluation of responsive Bids is stated in invitation to bid.



C.3.11.1	<p>Mandatory requirements and other administrative requirements:</p> <p>Failure to submit/meet or comply with the following requirements constitutes automatic disqualification of tender.</p> <ul style="list-style-type: none"> • Submission of completed and signed SBD 1- Invitation to tender and SBD 4 – bidders' disclosure. • Submission of a commitment letter duly signed by authorized person to abide by the Gazetted or regulated rates per professional discipline. • Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and the agreement must be signed by all participating parties and clearly specify the percentage of revenue allocated to each party, as well as the respective portions of work each party will undertake. • Submission of valid COIDA certificates or Letter of good standing, in case of a Joint venture or consortium all parties must submit valid COIDA certificate or letter of good standing. • Bidders whose business status is marked as "deregistered", or "in deregistration process", " final deregistration" at the time of evaluation will be disqualified). • Submission of a proof valid professional indemnity (PI) insurance policy cover or confirmation cover of not less than R5 million from financial institution registered with Financial Sector Conduct Authority (FSCA). • Submission of disclosure letter signed by authorized person stating whether the company was terminated or not, and the reasons for termination if terminated in the past 5 years. • Submission of completed and signed Signature authority form. • Submission of completed and signed integrity pact for business. • Bids of the foreigners / foreign owned entities must also meet or comply and submit the following in addition to those mentioned above: <ul style="list-style-type: none"> - Valid Business Permit/Visa: Submission of a valid business visa or permit issued in the name of the bidding entity or its shareholder, authorizing the foreign national to conduct business within South Africa. The visa must clearly specify the business activities it permits. - Proof of Investment: Certified documentation confirming a capital investment of R5 million or more, or a waiver granted by the DTIC where applicable. This proof must be issued by a registered South African Chartered Accountant (CA(SA)), on official letterhead, and must include the accountant's signature, date, and professional registration number. - Local Employment Compliance: A signed declaration on company letterhead, confirming that at least 60% of the company's workforce comprises South African citizens or permanent residents. • At least one Director / shareholder / partner of the company must be professional registered with any Built Environment Council listed in the document. With exception of Quantity Surveying and Architectural service discipline at-least 51% of directors or shareholders / partner of the company must be professional registered with SACQP and SACAP. • Attendance of an online compulsory briefing meeting (link is provided, please check page 5).
C.3.11.2.	<p>The FUNCTIONALITY EVALUATION CRITERIA will be scored out of 100 points. Bidders must score a minimum of 75 points. <u>CONDITION FOR COMPANY EXPERIENCE AND KEY STAFF CRITERION:</u> bidders must at-least score 24 points in company experience and 10 points in key staff, failure to score minimum stated points in these criteria will result in disqualification even if the bidder scores an overall / total of 75 points or more.</p>



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FUNCTIONALITY EVALUATION CRITERIA	SUB CRITERIA	POINTS ALLOCATI ON FOR SUB- CRITERIA	MAXIMUM POINTS OBTAINAB LE PER MAIN FUNCTION ALITY CRITERIA
COMPANY EXPERIENCE: <i>Demonstrated company experience (Past performance in Built Environment as a PSP). Relevant to the Scope of Works the bidder is bidding for. E.g. if bidding for CPM profession, bidders must submit appointment letters/ POs for CPM works together with their completion reference letters. Bidder to provide proof of experience that is not older than 10 years. Experience of projects completed over 10 years ago will not be considered for points scoring.</i>	Bidder to attach Reference letters/completion certificate and corresponding appointment letters/ purchase orders on client's letterhead of the Organization and signed by the client for the discipline the bidder is bidding for (see applicable discipline to choose from on table 2 of the TOR). Bidder to provide proof of experience that is not older than 10 years. Experience of projects completed over 10 years ago will not be considered for points scoring.		40 points
	Submission of 05 or more Reference letters/completion certificate with 05 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	40	
	Submission of 04 Reference letters/completion certificate with 04 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	32	
	Submission of 03 Reference letters/completion certificate with 03 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	24	
	Submission of 02 Reference letters/completion certificate with 02 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	16	
	Submission of 01 Reference letters/completion certificate with 01 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	8	
	No reference letter/completion certificate and corresponding appointment letter/ purchase order for the discipline the bidder is bidding for	0	
	NB! The following conditions will apply: 1. Only relevant PSP experience in projects such as schools, hospitals, CHCs, libraries, sports fields, community halls, roads, dams or similar developments will be considered for scoring. 2. The completion reference letters/ completion certificate must have bidder's client stamp (Not SAPS stamp), no points will be allocated if submitted a letter or certificate with no client stamp. No points will be allocated for submission non-corresponding or irrelevant documents.		



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KEY STAFF: Demonstrated quality and capability of the Key Staff available for the discipline the bidder is bidding for: Professional Registrations, Qualifications Experience.	Key Staff with relevant qualifications, Professional registration and experience in the discipline the bidder is bidding for. Bidder must provide CV, certified copies of Qualifications (NQF level applicable to the discipline tendered for, see table 2 of the TOR) and Professional registration certificate of the key staff for the discipline the bidder is bidding for.		30 points
	<ul style="list-style-type: none">3 professional registered key personnel with required NQF Level, and at-least 10 years post registration in the discipline the bidder is bidding for	30	
	<ul style="list-style-type: none">2 professional registered key personnel with required NQF Level, and at-least 10 years post registration in the discipline the bidder is bidding for	20	
	<ul style="list-style-type: none">1 professional registered key personnel with required NQF Level, and at-least 10 years post registration in the discipline the bidder is bidding for	10	
NB! The following conditions will apply: <ol style="list-style-type: none">Online verification of submitted professional registrations will be conducted through the relevant Built Environment Councils to confirm their validity. Submission of fraudulent or falsified registrations will result in disqualification.Only relevant Professional personnel experience in projects such as schools, hospitals, CHCs, libraries, sports fields, community halls, roads, dams or similar developments will be considered for scoring. Therefore, bidders must Submit a comprehensive CV with detailed information of project completed (Project description, CIDB grade or project amount and completion date).Submission of candidate key staff or key staff with less than 10 years post registration experience or with irrelevant qualification and professional registration will not be considered for points scoring. All qualifications for foreign key staff and all qualifications obtained from foreign institutions must be accompanied with valid work permit (from SA home affairs) and South African Qualifications Authority (SAQA) evaluation certificate. No points will be allocated if work permit and SAQA evaluation certificate is not provided in case of foreign key staff.Bidders must provide consent letters on company letterhead, including the tender number, signed by both the bidder and the individuals whose CVs are submitted. The letters must confirm the individuals' knowledge of and consent to their inclusion in the bid. The Department reserves the right to verify submitted CVs with the individuals concerned.The deployment of candidates or key staff with lower qualifications or experience than those submitted with this bid on site without supervision qualified and experienced professionals (in case appointed) is strictly prohibited and may result in penalties or contract cancellation.			



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	Quality Assurance System	<ul style="list-style-type: none">• Submission of ISO 9001 certificate• Submission of recent updated and approved quality assurance policy of the bidder (approved not older than 2 years). The policy must at-least include following standards: Quality Management Systems / Quality control plan, communication channels, human resources management, Safety Health Environment plan.• No ISO 9001 or No policy or policy exclude any standards listed above.	15 points	15 points
			05 Points	
			0 points	
	Skill development and employment (graduate Internship programme in the built environment)	Bidder to submit commitment letter to provide a minimum of 12 months graduate internship employment opportunities to youth in case appointed. <ul style="list-style-type: none">• Commitment to provide 3 or more graduate internship opportunities.• Commitment to provide 2 graduate internship opportunities.• Commitment to create 1 graduate internship opportunity.• No commitment / zero opportunity to be provided	15 points 10 points 05 point 0 points	15 points
	Total Points: Functionality Evaluation Criteria			
Minimum Threshold: Functionality Evaluation Criteria				75 points
Note: A bidder that scores less than 75 points out of 100 points in respect of the above functionality evaluation criteria, will be regarded as non-responsive and will be disqualified and a bidder who score less than 24 points and 10 points in company experience and key staff respectively will also be regarded as no-responsive and will be disqualified even if the overall / total score in functionality is 75 points or above.				

OBJECTIVE CRITERIA APPLICABLE TO THIS PROCUREMENT

OBJECTIVE CRITERIA 1 EMPOWERMENT OF SOUTH AFRICAN-OWNED ENTERPRISES

The objective of this project is to stimulate local economic growth by promoting the participation and empowerment of South African-owned enterprises. This approach is intended to retain economic value within the country, strengthen domestic supply chains, and contribute to sustainable job creation and skills development within local communities.

In alignment with these strategic objectives, the Department reserves the right to contract only with entities that are at least 60% owned by South African citizens, and to exclude from consideration any entities whose South African ownership falls below this threshold. (Certified ID/s, BBBEE /Sworn affidavit, share certificate / CIPC disclose certificate must be provided)

OBJECTIVE CRITERIA 2: REDUCING UNEMPLOYMENT AND ENHANCING LOCAL SKILLS DEVELOPMENT

The objective of this project is to contribute meaningfully to national priorities aimed at reducing unemployment and enhancing local skills development. This will be achieved by ensuring the active participation of South African professionals in key roles, thereby strengthening local talent pipelines and reducing reliance on imported skills.

In alignment with these objectives and the associated evaluation criteria, the Department reserves the right to contract only with entities whose key staff complement comprises at least 90% South African citizens, and to exclude from consideration any bidders that do not meet this requirement. (Bidder to provide organogram and certified IDs for key staff (certification of ID's should not be older than 6 months)



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OBJECTIVE CRITERIA 3: EXCLUSION DUE TO TERMINATION FOR POOR PERFORMANCE

In pursuit of promoting accountability and consequence management, protecting the integrity of the procurement process, and ensuring value for money and sustainable service delivery, the Department reserves the right not to award a contract to any bidder who has, within the preceding five (5) years, been lawfully terminated from a public sector contract on grounds of poor performance, non-compliance, or breach of contractual obligations. (Bidders must submit a disclosure letter signed by an authorised person stating whether they have been terminated or not within the period stated above)



T2. RETURNABLE DOCUMENTS

T.2.1 List of returnable documents

Returnable forms / schedules required for tender evaluation purposes and contracting

RETURNABLE DOCUMENTS: UNDER MANDATORY
<ul style="list-style-type: none"> • Submission of completed and signed SBD 1- Invitation to tender and SBD 4 – bidders' disclosure.
<ul style="list-style-type: none"> • Submission of a commitment letter duly signed by authorized person to abide by the Gazetted or regulated rates per professional discipline.
<ul style="list-style-type: none"> • Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and the agreement must be signed by all participating parties and clearly specify the percentage of revenue allocated to each party, as well as the respective portions of work each party will undertake.
<ul style="list-style-type: none"> • Submission of valid COIDA certificates or Letter of good standing, in case of a Joint venture or consortium all parties must submit valid COIDA certificate or letter of good standing.
<ul style="list-style-type: none"> • Bidders whose business status is marked as "deregistered", or "in deregistration process", " final deregistration" at the time of evaluation will be disqualified).
<ul style="list-style-type: none"> • Submission of a proof valid professional indemnity (PI) insurance policy cover or confirmation cover of not less than R5 million from financial institution registered with Financial Sector Conduct Authority (FSCA).
<ul style="list-style-type: none"> • Submission of disclosure letter signed by authorized person stating whether the company was terminated or not, and the reasons for termination if terminated in the past 5 years.
<ul style="list-style-type: none"> • Submission of completed and signed Signature authority form.
<ul style="list-style-type: none"> • Submission of completed and signed integrity pact for business.
<ul style="list-style-type: none"> • Bids of the foreigners / foreign owned entities must also meet or comply and submit the following in addition to those mentioned above: <ul style="list-style-type: none"> - Valid Business Permit/Visa: Submission of a valid business visa or permit issued in the name of the bidding entity or its shareholder, authorizing the foreign national to conduct business within South Africa. The visa must clearly specify the business activities it permits. - Proof of Investment: Certified documentation confirming a capital investment of R5 million or more, or a waiver granted by the DTIC where applicable. This proof must be issued by a registered South African Chartered Accountant (CA(SA)), on official letterhead, and must include the accountant's signature, date, and professional registration number. - Local Employment Compliance: A signed declaration on company letterhead, confirming that at least 60% of the company's workforce comprises South African citizens or permanent residents.
<ul style="list-style-type: none"> • At least one Director / shareholder / partner of the company must be professional registered with any Built Environment Council listed in the document. With exception of Quantity Surveying and Architectural service discipline at-least 51% of directors or shareholders / partner of the company must be professional registered with SACQP and SACAP.
<ul style="list-style-type: none"> • Attendance of an online compulsory briefing meeting (link is provided, please check page 5).
RETURNABLE DOCUMENTS: OTHER ADMIN REQUIREMENTS
<ul style="list-style-type: none"> • Submission of Proof of Registration with CSD (CSD report or CSD MAAA number).
<ul style="list-style-type: none"> • Submission of a Valid Tax Compliance Status PIN that will grant third-party access to the bidder's Tax Compliance Status.
<ul style="list-style-type: none"> • Submission of recently issued company registration documents (CIPC registration documents issued not older than 3 months)
<ul style="list-style-type: none"> • Submission of certified ID copies for Directors / shareholders / members / owners.
RETURNABLE DOCUMENTS: FOR FUNCTIONALITY REQUIREMENTS
<ul style="list-style-type: none"> • Company Experience (Proof of work successfully completed)
<ul style="list-style-type: none"> • Key Staff (CV, Professional registration & qualifications)
<ul style="list-style-type: none"> • Quality Assurance Systems
<ul style="list-style-type: none"> • Skills development and employment (graduate internship program)
RETURNABLE DOCUMENTS: FOR CONTRACTING REQUIREMENTS
<ul style="list-style-type: none"> • Record of consultancy services provided to an organ of state and other

NB! Kindly index your Bid Response to ensure information is easily accessed. This saves time and ensures that evaluation is completed on time and within the stipulated validity periods.



AN INVITATION TO BID (FORM No. 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT OF THE GAUTENG PROVINCIAL GOVERNMENT					
RFP NUMBER:	RFP12/12/2025	CLOSING DATE:	04 FEBRUARY 2026	CLOSING TIME:	11:00AM
DESCRIPTION	ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) IN THE BUILT ENVIRONMENT FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT CORNER COMMISSIONER AND PIXLEY KA ISAKA SEME, MARSHALL TOWN					
DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT, GROUND FLOOR, CORNER HOUSE BUILDING, CORNER COMMISSIONER AND PIXLEY KA ISAKA SEME					
(SAUER STREET), MARSHALL TOWN, JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Siva Khumalo		CONTACT PERSON	Ntsako Ngonyama	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Siya.khumalo@gauteng.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
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 STATUS PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX Yes <input type="checkbox"/> No <input type="checkbox"/>	
[AB-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOREMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES? /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES/WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES			NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES			NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES			NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES			NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES			NO	
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.					



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND CIDB PSP STANDARD CONTRACT
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 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 MUST PROVIDE TAX COMPLIANCE STATUS PIN TOGETHER WITH THE BID.
- 2.5 IN BIDS, WHERE CONSORTIA/ JOINT VENTURES/ SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TAX COMPLIANCE STATUS PIN / CSD NUMBER.
- 2.6 WHERE NO TAX COMPLIANCE STATUS 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:



BIDDER'S DISCLOSURE (FORM No. 2)

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and /or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of people holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO



2.2.1 If so, furnish particulars:

.....
.....

2.3. Does the bidder or any of its directors / trustees / shareholders /members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3. DECLARATION

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

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

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.



3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS
1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
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GAUTENG

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.



5. PROTECTION OF INFORMATION

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8¹, copy of which is attached marked Annexure A, and that:

8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.

8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.

8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.

8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za

¹ Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng



Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.

- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
 - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
 - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
 - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.



- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
 - To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
 - To recover all sums already paid by the Gauteng Provincial Government.
 - To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
 - To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11. CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12. LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



13. VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	



Compulsory Enterprise Questionnaire (Form No. 3)

The following particulars must be furnished. Each member of the consortium must complete and submit a separate enterprise questionnaire.

Section 1: Name of enterprise:

Name*	Identity number*	Personal income tax number*

Section 2: VAT registration number, if any:

Section 3: Registration number with a relevant council.....

Section 4: Particulars of sole proprietors and partners in partnerships

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary



Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name



Authority of Signature (Form No 4)

RESOLUTION of a meeting of the Board of *Directors / Members / Partners:

Name of Firms held
 on the That:

FULL NAMES

SIGNATURES

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

In his/her capacity as Is / are hereby authorised to enter
 into, sign and execute and complete any documents relating to Bid and or Contracts for the supply of goods
 and services.

Name	Address	Signature	Date

NOTE:

1. *Delete which is not applicable
2. NB: This resolution must be signed by all the Directors / Members/ Partners of the Bidding Enterprise
3. Should the number of Directors / Members / Partners exceed the space available above additional names and signatures must be supplied on a separate page.



Declaration of Bidders Litigation History (Form No. 5)

The Bidder shall list below details of any litigation with which the Bidder (including directors, shareholders of other senior members in previous companies) has been involved with any organ of state or state department including GDID within the last ten years. The details must include the year, the litigation parties, and the subject matter of dispute the value of any award or estimated award if the litigation is current and in whose favour the award if any was made.

CLIENT OTHER: _____

LITIGATING: _____

PARTY: _____

DISPUTE AWARD VALUE DATE: _____

RESOLVED: _____

CERTIFICATION

I, the undersigned (full name)..... Certify that the information furnished in this declaration form true and correct. I accept that in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name:.....

Capacity of authorised agents:

Signature(s) of authorised agents:

Signed at On this day of

Witness (Full name and signatures)

At Witnesses:

Signatures

1..... Name in Block Letters.....

2..... Name in Block Letters.....



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

SCHEDULE 1: Record of Addenda to Bid Documents

We confirm that the following communications received from the GDID before the submission date of this bid, amending the bid documents, have been taken into account in this bid offer.

	Date	Title / details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Attach additional pages if more space is required		

Bidders submitting tenders for more than one discipline must complete a separate copy of this schedule for each discipline. Each completed schedule must be accompanied by the relevant supporting

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

SCHEDULE 2: Record of Consultancy Services Provided to Organs of State.

Bidders are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the [Public Finance Management Act of 2003](#).

Include only those contracts where the bidder identified in the signature block below was directly contracted by the GDID. Bidders must not include consultancy services provided in terms of a sub consultancy agreement.

Where contracts were awarded in the name of a joint venture and the Bidder formed part of that joint venture, indicate in the column entitled "Title of the contract for the consultancy service" that it was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the Bid.

Complete the record or attach the required information in the prescribed tabulation.

#	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the consultancy service	Value of contract for service incl VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				

Part B: Similar consultancy services provided to an organ of state

The following contracts recorded in Part A provided similar consultancy services to those required in terms of the scope of work to this Bid:

.....

.....

.....

.....

.....

.....

.....



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

Bidders submitting tenders for more than one discipline must complete a separate copy of this schedule for each discipline. Each completed schedule must be accompanied by the relevant supporting

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder

SCHEDULE 3: DISCLOSURE TERMINATION LETTER

Attach a disclosure letter signed by authorized person stating whether the company was terminated or not, and the reasons for termination if terminated in the past 5 years.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
_____	_____
Name	Position
_____	_____
<i>Bidder</i>	



SCHEDULE 4: COIDA CERTIFICATE OR LETTER OF GOOD STANDING

Attach a valid COIDA certificates or Letter of good standing, in case of Joint venture or consortium all parties must submit valid COIDA certificate or letter of good standing

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



SCHEDULE 5: JOINT VENTURE OR CONSORTIUM

Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and the agreement must be signed by all participating parties and clearly specify the percentage of revenue allocated to each party, as well as the respective portions of work each party will undertake.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

SCHEDULE 6: PROFESSIONAL INDEMNITY (PI) INSURANCE POLICY COVER/ CONFIRMATION COVER

Attach a Professional Indemnity (PI) insurance policy cover/ confirmation cover issued by a reputable insurer registered with FSCA in an amount of R 5 million and above.

The bidder must have a Professional Indemnity (PI) insurance cover issued by a reputable insurer in an amount of not less than **R5 million** [for project value < R20m] and not less than **R10 million** [for project value ≥ R20m] in respect of a claim without limit to the number of claims.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

SCHEDULE 7: INTEGRITY PACT FOR BUSINESS

Attach completed and signed integrity pact for business

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

**SCHEDULE 8: CIPC COMPANY REGISTRATION DOCUMENTS, CSD NO/ CSD
REPORT, TAX PIN, ID COPIES**

Attach the above mentioned documents. In case of JV or consortium all parties must submit their respective documents.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



SCHEDULE 9: COMPANY EXPERIENCE (bidder must complete the name of discipline and attached supporting documents for the discipline they are bidding for below):

DISCIPLINE: _____

<p>COMPANY EXPERIENCE:</p> <p><i>Demonstrated company experience (Past performance in Built Environment as a PSP). Relevant to the Scope of Works the bidder is bidding for. E.g. if bidding for CPM profession, bidders must submit appointment letters/ POs for CPM works together with their completion reference letters.</i></p>	<p>Bidder to attach Reference letters/completion certificate and corresponding appointment letters/ purchase orders on client's letterhead of the Organization and signed by the client for the discipline the bidder is bidding for (see applicable discipline to choose from on Table 2 of TOR.)</p> <p>Submission of Reference letters/completion certificate with their corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for:</p> <p>Points will be allocated based on the number of corresponding and compliant supporting documents / evidence provided, refer to clause C3.11.2 of tender data or section 14.3 of the TOR (scope of work)</p>
--	--

Bidders submitting tenders for more than one discipline must complete a separate copy of this schedule for each discipline. Each completed schedule must be accompanied by the relevant supporting documentation or require evidence, refer to clause C3.11.2 of tender data or section 14.3 of the TOR

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



SCHEDULE 10: KEY STAFF (bidder must complete the name of discipline and attached supporting documents for the discipline they are bidding for below):

DISCIPLINE: _____

<p>KEY STAFF: Demonstrated quality and capability of the Key Staff available for the discipline the bidder is bidding for: Professional Registrations, Qualifications & Experience.</p>	<p>Key Staff with relevant qualifications, Professional registration and experience in the discipline the bidder is bidding for. Bidder must provide CV, copies of Qualifications and Professional registration certificate of the key staff for the discipline the bidder is bidding for.</p> <ul style="list-style-type: none"> Points will be allocated based on the number of key staff meeting all requirements and conditions stated for key staff, refer to clause C3.11.2 of tender data or section 14.3 of the TOR (scope of work)
---	--

Bidders submitting tenders for more than one discipline must complete a separate copy of this schedule for each discipline. Each completed schedule must be accompanied by the relevant supporting documentation or require evidence, refer to clause C3.11.2 of tender data or section 14.3 of the TOR

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



SCHEDULE 11: QUALITY ASSURANCE SYSTEM (bidder must complete the name of discipline and attached supporting documents for the discipline they are bidding for below):

DISCIPLINE: _____

QUALITY ASSURANCE SYSTEM	ISO 9001 CERTIFICATE OR BIDDER'S QUALITY ASSURANCE POLICY <i>Points will be allocated based on the proof of valid supporting document provided, refer to clause C3.11.2 of tender data or section 14.3 of the TOR (scope of work)</i>
---------------------------------	---

Bidders submitting tenders for more than one discipline must complete a separate copy of this schedule for each discipline. Each completed schedule must be accompanied by the relevant supporting documentation or require evidence, refer to clause C3.11.2 of tender data or section 14.3 of the TOR

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirm that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



SCHEDULE 12: SKILL DEVELOPMENT AND EMPLOYMENT (bidder must complete the name of discipline and attached supporting documents for the discipline they are bidding for below):

DISCIPLINE: _____

SKILL DEVELOPMENT AND EMPLOYMENT (graduate internship programme)	BIDDER TO SUBMIT COMMITMENT LETTER TO PROVIDE A MINIMUM OF 12 MONTHS GRADUATE INTERNSHIP EMPLOYMENT OPPORTUNITIES TO YOUTH IN CASE APPOINTED. <i>Points will be allocated based on the number of opportunities committed to create, refer to clause C3.11.2 of tender data or section 14.3 of the TOR (scope of work)</i>
--	---

Bidders submitting tenders for more than one discipline must complete a separate copy of this schedule for each discipline. Each completed schedule must be accompanied by the relevant supporting documentation or require evidence, refer to clause C3.11.2 of tender data or section 14.3 of the TOR

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirm that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Bidder



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

PART C3: SCOPE OF WORK(SPECIFICATION / TOR)

RFP NO:

SPECIFICATION (TOR)

ESTABLISHMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSP'S) IN THE BUILT ENVIRONMENT FOR A PERIOD OF THREE YEARS



TERMS OF REFERENCE (BID SPECIFICATIONS)

1. INTRODUCTION

The Gauteng Department of Infrastructure Development (GDID) hereby invites proposals from suitably qualified and experienced consultancy firms, multidisciplinary practices, and joint ventures to be included in a panel of service providers that would render professional services in support of various capital infrastructure projects over a period of thirty-six (36) months. The scope of services includes, but is not limited to: Development Applications, Spatial Planning, Pre-Feasibility and Feasibility Studies, the Planning Phase, Concept Design, Detailed Design, Preparation of Tender Documentation for the Construction Phase, Construction Supervision, and Project Close-Out.

2. BACKGROUND

The purpose of establishing this panel is to procure professional services across the disciplines outlined in table 1 and 2 below. A range of professional consultants will be engaged on an "as-and-when required" basis to support the implementation of projects in alignment with the Department's strategic infrastructure delivery plan over a three-year period. The appointed panel will assist the Department in fulfilling its mandate and responding effectively to the needs of client departments. Furthermore, the professional service providers will contribute to the preparation, packaging, and structuring of both infrastructure and non-infrastructure projects, whether funded through the fiscus or implemented via alternative mechanisms such as Public-Private Partnership (PPP) arrangements.

3. THE CLIENT

The Department of Infrastructure Development (hereinafter referred to as "the Department") shall be the sole Client for the duration of this engagement. All communication and coordination with the Department shall be facilitated through the designated Internal Project Manager and relevant representatives from the Department's professional disciplines. As an appointed Professional Service Provider (PSP), your primary interface will be with these delegated officials.

4. THE CLIENT DEPARTMENT

The Client Department refers to the respective department(s) for whom the Department of Infrastructure Development (GDID), acting as the Implementing Agent, executes projects. In accordance with the Infrastructure Delivery Management System (IDMS), the Client Department is the entity responsible for the approval of project scopes and budget allocations.

5. SCOPE REQUIREMENTS

The Department of Infrastructure Development (GDID) hereby invites submissions from suitably qualified and experienced service providers within the built environment professions for consideration for appointment to a **Panel of Professional Service Providers**. The objective of this procurement process is to establish a panel of highly competent and accredited professional consultants who are in good standing with the relevant statutory and professional regulatory bodies.

This panel will serve as a strategic resource to support the Department in the execution of its infrastructure delivery mandate and strategic initiatives. Appointed service providers will contribute to the planning, design, implementation, and oversight of developments that align with the Department's objective to create long-term capital-generating assets. The PSP to ensure compliance FDPIM gate processes are as follows but not limited to:

5.1. Stage 1: Project Initiation

- Understand and confirm the project briefly.
- Participate in defining the project scope, objectives, and client requirements.



- Assist in developing the Project Initiation Report (PIR).
- Provide input on strategic options, budget estimates, and scheduling.

5.2. Stage 2: Feasibility Stage

- Conduct or support pre-feasibility and feasibility studies, including:
 - Technical viability
 - Financial and economic analysis
 - Environmental and social considerations
- Develop a high-level implementation plan.
- Support the client in obtaining internal approvals and Treasury approvals (if required).

5.3. Stage 3: Concept Design Stage

- Prepare conceptual designs aligned with approved feasibility outcomes.
- Present design alternatives for review and decision-making.
- Refine the project scope, budget, and delivery strategy.
- Submit a Design Development Report with updated cost estimates.

5.4. Stage 4: Detailed Design Stage

- Develop detailed architectural, engineering, and specialist designs.
- Coordinate all disciplines (structural, civil, mechanical, electrical, etc.).
- Finalise Bill of Materials (BoM), technical specifications, and construction drawings.
- Ensure designs comply with applicable codes, regulations, and sustainability standards.

5.5. Stage 5: Tender Documentation and Procurement Support

- Compile tender documents, including:
 - BoM
 - Technical specifications
 - Construction drawings
 - Conditions of contract (JBCC, NEC, GCC, FIDIC, etc.)
- Provide technical support during the tender process.
- Respond to bidder queries and assist in bid evaluations, where required.

5.6. Stage 6: Construction Supervision / Implementation Phase

- Act as the Principal Agent / Engineer / Project Manager as appointed.
- Conduct site inspections and quality control.
- Monitor progress against schedule and budget.
- Chair site meetings and issue progress reports.
- Manage design changes and variation orders.
- Certify interim payment claims.

5.7. Stage 7: Practical Completion

- Perform final inspections and snag listing.
- Certify Practical Completion.
- Ensure operational readiness of the facility.
- Facilitate training for end users, where applicable.

5.8. Stage 8: Project Close-Out

- Compile and submit as-built documentation, final accounts, and close-out reports.
- Manage the defects liability period and final inspections.
- Ensure all regulatory and statutory compliance documents are submitted.
- Handover project assets to the client for operation and maintenance.

GDID seeks to appoint Professional Service Providers with mentioned qualifications and professional registration across the following categories Bidders are required to indicate the respective disciplines that they are bidding for:



TABLE 1 – LIST PSP DISCIPLINE

No.	Discipline	National Diploma or Degree as stated below Minimum Qualification OR related and equivalent	Professional Registration / Affiliation
1	Professional Architectural Services	NQF Level 7 or higher in Architecture	Registered Professional Architect with SACAP (South African Council for the Architectural Profession)
2	Professional Electrical/Electronic Engineering	NQF Level 7 or higher in Electrical/Electronic Engineering	Registered Professional Engineer with ECSA (Engineering Council of South Africa)
3	Professional Mechanical	NQF Level 7 or higher in Mechanical Engineering	Registered Professional Engineer with ECSA
4	Fire Engineering	NQF Level 7 or higher in Mechanical engineering or related in Fire Engineering, Fire Protection Engineering.	Registered Professional Engineer or Technologist with ECSA
5	Professional Structural Engineering	NQF Level 7 or higher in Civil/Structural Engineering	Registered Professional Engineer with ECSA
6	Professional Civil Engineering	NQF Level 7 or higher in Civil Engineering	Registered Professional Engineer or Technologist with ECSA
7	Professional Quantity Surveying	NQF Level 7 or higher in Quantity Surveying	Registered Quantity Surveyor with SACQSP (South African Council for the Quantity Surveying Profession)
8	Professional Construction Project Management	NQF Level 7 or higher in Construction/Project Management or Built Environment	Registered Professional Construction Project Manager with SACPCMP (South African Council for the Project and Construction Management Professions)
9	Professional Health Facility Planning / Health Technologist	NQF Level 7 or higher in Health Facility Planning / Architecture / Health Technology	Recognised by Health Professions Council of South Africa (HPCSA) or equivalent; experience in health planning is critical
10	Professional Occupational Health and Safety Manager / Agent	NQF Level 6 or higher in Health and Safety, Construction, or Built Environment	Registered as Construction Health and Safety Agent or Manager with SACPCMP
11	Professional Town and Regional Planners	NQF Level 7 or higher in Town and Regional Planning	Registered with SACPLAN (South African Council for Planners)
12	Professional Land Surveyors and Technical Surveyors	NQF Level 7 or higher in Land Surveying / Geomatics	Registered with PLATO (South African Council for Professional and Technical Surveyors)
13	Professional Geotechnical Engineer	NQF Level 7 or higher in Civil Engineering with Geotechnical specialization	Registered Professional Engineer with ECSA
14	Professional Environmental Specialist	NQF Level 7 or higher in Environmental Science / Management	Registered with SACNASP , EAPASA , or relevant environmental authority
15	Professional Landscape Architects	NQF Level 7 or higher in Landscape Architecture	Registered with SACLAP (South African Council for the Landscape Architectural Profession)



16	Traffic Engineering	NQF Level 7 or higher in Civil or Transportation Engineering	Registered with ECSA as Professional Engineer/Technologist
17	Heritage Consultants	NQF Level 7 or higher in Heritage Studies / Archaeology / Architecture	Registered with South African Heritage Resources Agency (SAHRA) or equivalent body
18	Flood Line Assessment Specialist	NQF Level 7 or higher in Hydrology / Civil Engineering	Registered with ECSA or recognised scientific body such as SACNASP
19	Property Valuers	NQF level 6 or higher in Property Valuation / Real Estate	Registered Professional Valuer with the South African Council for the Property Valuers Profession (SACPVP)
20	Hydrology Specialists	NQF Level 7 or higher in Hydrology / Water Resources / Environmental Science	Registered with SACNASP (South African Council for Natural Scientific Professions)
21	Clinical engineering	NQF Level 7 or higher in Biomedical or Clinical Engineering	Registered with ECSA as Professional Engineer/Technologist

Any other specialized service required for the successful implementation will be assessed if it meets the tender requirement such as mandatory and functionality requirements. Should the department require additional specialist services, the Professional Service Providers (PSP) will recommend GDID with motivation on an as-and-when basis. Internal Project Manager (IPM) will request GDID SCM to make the appointment of such specialist from the PSP specialist database.

Furthermore, a Professional Service Providers (PSP) may be required to provide additional professional services as may be required which include but not limited to the areas as mentioned in the scope of work.

While the Professional Service Providers (PSP) is comprised of different professionals: they must be able to manage their competent professionals in order to meet the set goals and targets of the Department.

Each Professional Service Providers (PSP) shall be registered with their relevant Built Environment Council. Each PSP firm shall be represented by a Team Leader, who must be a registered professional in the Built Environment Disciplines and carries the professional responsibilities for the appointed project.

If it may be required that the Professional Service Providers (PSP) is needed to provide added capacity to the departmentally appointed professionals, such will be clarified in the relevant scope and shall advise the Professional Service Providers (PSP) in writing.

6. BUILT ENVIRONMENT PROFESSIONS

As outlined above, each built environment profession will be guided by a government gazette that outlines the type of services (Standard, Additional or Specialist). Other allied professions which are outside the built environment also have their scope of services, but for purposes of this document, scope of work for the built environment professions only is outlined as follows: -

For Engineering Professionals (civil, structural, mechanical, electrical etc.): the scope of services and applicable rates will be in terms of the gazetted rates (valid with the date of appointment) and services as contained in the Engineering Council of South Africa (ECSA) under section 34(2) of Engineering Professions Act, 2000 (Act No. 46 of 2000).

For the Construction Project Management Professionals: scope of services and applicable rates (valid with the date of appointment) will be in terms of the gazetted rates and services as contained in The South African



Council for Project & Construction Management Professionals (SACPCMP) under Section 34(2) of the Project and Construction Management Profession Act, 2000 (Act 48 of 2000).

For the Architectural Profession: scope of services and applicable rates (valid with the date of appointment) will be in terms of the gazette rates and services as contained in The South African Council for the Architectural Profession (SACAP) under Section 34(2) of the Architectural Profession Act 2000 (Act 44 of 2000).

For the Quantity Surveying Profession, the scope of services and applicable rates (valid with the date of appointment) will be in terms of the gazette rates and services as contained in the South African Council for the Quantity Surveying Profession under Section 34(2) of the Quantity Surveying Profession Act 2000 (Act 49 of 2000).

For the Property Valuers Profession, the scope of services and applicable rates (valid with the date of appointment) will be in terms of the gazette rates and services as contained in the South African Council for the Property Valuers Profession (SACPVP)

It is recognized that increasingly, the organization may from time to time need to use PSPs which may not necessarily fall under the Built Environment, but which may be critical for successful implementation of various projects, be it on once-off or on continuous basis. Such services, but not limited to, are contained in Section above of this document.

7. ETHICAL CONSIDERATION

At the core of all PSPs in the Built Environment and allied professions, there is a government gazette which is based on a corresponding Act of Parliament. The gazette outlines the tasks and responsibilities typical of each profession at every construction stage, the fee structure guidelines, and the typical deliverables of each profession.

Each PSP is expected to abide by any of the Professional Services Contracts available on the market which GDID may choose to use for specific projects. These include but are not limited to the Professional Services Agreement (PROCSA), and the CIDB Standard Professional Services Contract as well as the New Engineering Contract (NEC) or Joint Building Contracts Committee (JBCC) and their variations or adaptations that may be tailored to suit GDID.

The obligations and responsibilities for each part are outlined in these contracts, as well as dispute resolution processes. Ethical issues such as conflict of interest and corruption, confidentiality, and copyright, are covered in the Professional Services Agreements that GDID may choose to use for particular contracts.

8. PROFESSIONAL FEES LIMIT

PSPs will be expected to give mandatory market-related discounts. Total PSPs fees cannot exceed 11 % of the construction value (excluding VAT) irrespective of the category of investment.

In cases when the construction contract period exceeds 10%, professional fees will be as per the conditions of the SLA to be signed and with approval of the excess by GDID BAC.

9. DISCIPLINES

The preferred service providers will be expected to render services on an ad hoc basis to GDID in the following service categories aligned to the core functions of: .



Bidders are required to indicate the respective disciplines that they are bidding for:

TABLE 2: LIST OF DISCIPLINE TO CHOOSE FROM

No.	Discipline	Tick the applicable discipline/s
1	Professional Architectural Services	
2	Professional Electrical/Electronic Engineering	
3	Professional Mechanical	
4	Fire Engineering	
5	Professional Structural Engineering	
6	Professional Civil Engineering	
7	Professional Quantity Surveying	
8	Professional Construction Project Management	
9	Professional Health Facility Planning / Health Technologist	
10	Professional Occupational Health and Safety Manager / Agent	
11	Professional Town and Regional Planners	
12	Professional Land Surveyors and Technical Surveyors	
13	Professional Geotechnical Engineer	
14	Professional Environmental Specialist	
15	Professional Landscape Architects	
16	Traffic Engineering	
17	Heritage Consultants	
18	Flood Line Assessment Specialist	
19	Property Valuers	
20	Hydrology Specialists	
21	Clinical engineering	
22	Other:	



NOTE: Bidders may submit proposals in respect of any one or a combination of the 21 services disciplines. Please indicate which service categories / discipline you are bidding for. Bidders must submit relevant supporting documentation for the discipline they are bidding for.

10. FIRM CATEGORIES

GDID intends to promote broad-based transformation and development of small and medium firms in this industry, and as such will appoint PSP Practitioners in the following categories. The bidder must indicate, in the table below, with a tick (X) the category relevant to it: The work allocation for all successful Bidders will be allocated on rational basis and it should be noted that being included in the panel does not guarantee any appointment during the period.

FIRM CATEGORY	DEFINITION	PLEASE TICK (X)
Category 1: Small Firms	Firms with an annual turnover of not more than R10 million	
Category 2: Medium Firms	Firms with an annual turnover greater than R10 million but less than R50 million	
Category 3: Large Firms	Firms with an annual turnover greater than R50 million	

Bidders must submit their latest financial statements as proof of their annual turnover as confirmed by an independent accountant. Small businesses with no financial history must submit a letter from their independent accounting firm confirming their financial status and/or projections and BBBEE certificate or Sworn affidavit. **NB!** No bidder will be disqualified using this requirement. The department reserves the right to request more information for classification purposes.

11. DISCLAIMER APPLICABLE TO THIS PROJECT:

- 11.1. Bidders are not allowed to sub-contract any disciplines. Subcontracting without GDID approval is prohibited and may lead to penalties and cancellation of a contract.
- 11.2. The department reserves the right not to contract with the bidder who was once terminated due to poor performance by the department.

12. DURATION AND CONDITIONS OF A PANEL

- a. This panel of service providers will be for a period of three (3) years after appointment.
- b. Being listed on the panel does not guarantee any appointments
- c. Successful service providers may be expected to provide a quote, as and when required, for the services required in planning and implementation.
- d. Work will be allocated on a rotational basis among the firms in the panel, after carefully matching the nature and complexity of the work with the skills, relevant experience, and capacity of each firm. This ensures fairness in allocation while maintaining quality and performance standards.
- e. Matching Work to Company Capacity:
 - The scope and size of work should be matched to the company's capacity, including manpower strength, firm category (size of the company), and financial soundness.
 - Smaller or less experienced firms may be considered only for less complex or lower-value assignments, ensuring fairness and progressive capacity development

13. SITE BRIEFING

- 13.1. The Site Briefing is compulsory- see details on the advertisement.

14. TENDER VALIDITY PERIOD

14.1. The tender validity period is 180 calendar days.

15. EVALUATION PHASES

15.1. Mandatory Compliance and other Administration requirements

15.2. Functional Evaluation

15.1.1. MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS:

<i>Failure to submit/meet or comply with the following requirements constitutes automatic disqualification of a tender offer.</i>
Submission of completed and signed SBD 1- Invitation to tender and SBD 4 – bidders' disclosure.
Submission of a commitment letter duly signed by authorized person to abide by the Gazetted or regulated rates per professional discipline.
Submission of signed Joint Venture agreement or consortia agreement in case of Joint Venture or consortium and the agreement must be signed by all participating parties and clearly specify the percentage of revenue allocated to each party, as well as the respective portions of work each party will undertake.
Submission of valid COIDA certificates or Letter of good standing, in case of a Joint venture or consortium all parties must submit valid COIDA certificate or letter of good standing.
Bidders whose business status is marked as "deregistered", or "in deregistration process", " final deregistration" at the time of evaluation will be disqualified).
Submission of a proof valid professional indemnity (PI) insurance policy cover or confirmation cover of not less than R5 million from financial institution registered with Financial Sector Conduct Authority (FSCA).
Submission of disclosure letter signed by authorized person stating whether the company was terminated or not, and the reasons for termination if terminated in the past 5 years.
Submission of completed and signed Signature authority form.
Submission of completed and signed integrity pact for business.
<p>Bids of the foreigners / foreign owned entities must also meet or comply and submit the following in addition to those mentioned above:</p> <ul style="list-style-type: none"> - Valid Business Permit/Visa: Submission of a valid business visa or permit issued in the name of the bidding entity or its shareholder, authorizing the foreign national to conduct business within South Africa. The visa must clearly specify the business activities it permits. - Proof of Investment: Certified documentation confirming a capital investment of R5 million or more, or a waiver granted by the DTIC where applicable. This proof must be issued by a registered South African Chartered Accountant (CA(SA)), on official letterhead, and must include the accountant's signature, date, and professional registration number. - Local Employment Compliance: A signed declaration on company letterhead, confirming that at least 60% of the company's workforce comprises South African citizens or permanent residents.
At least one Director / shareholder / partner of the company must be professional registered with any Built Environment Council listed in the document. With exception of Quantity Surveying and Architectural service discipline at-least 51% of directors or shareholders / partner of the company must be professional registered with SACQP and SACAP.
Attendance of an online compulsory briefing meeting (link is provided, please check page 5).



15.1.2. OTHER ADMINISTRATIVE REQUIREMENTS

The department reserves the right to extract information from the system
Submission of Proof of Registration with CSD (CSD report or CSD MAAA number).
Submission of a Valid Tax Compliance Status PIN that will grant third-party access to the bidder's Tax Compliance Status.
Submission of recently issued company registration documents (CIPC registration documents issued not older than 3 months)
Submission of certified ID copies for Directors / shareholders / members / owners. Certification should not be older than 6 months.

15.2.1. FUNCTIONALITY EVALUATION CRITERIA

Functionality will be scored out of 100 points. Bidders must score a minimum of 75 points. **CONDITION FOR COMPANY EXPERIENCE AND KEY STAFF CRITERION:** bidders must at-least score 24 points in company experience and 10 points in key staff, failure to score minimum stated points in these criteria will result in disqualification even if the bidder score an overall / total of 75 points or more.

FUNCTIONALITY EVALUATION CRITERIA	SUB CRITERIA	POINTS ALLOCATION FOR SUB-CRITERIA	MAXIMUM POINTS OBTAINABLE PER MAIN FUNCTIONALITY CRITERIA
COMPANY EXPERIENCE: <i>Demonstrated company experience (Past performance in Built Environment as a PSP). Relevant to the Scope of Works the bidder is bidding for. E.g. if bidding for CPM profession, bidders must submit appointment letters/ POs for CPM works</i>	Bidder to attach Reference letters/completion certificate and corresponding appointment letters/ purchase orders on client's letterhead of the Organization and signed by the client for the discipline the bidder is bidding for (see applicable discipline to choose from on Table 2 of TOR.) <i>Bidder to provide proof of experience that is not older than 10 years. Experience of projects completed over 10 years ago will not be considered for points scoring.</i>		
	Submission of 05 or more Reference letters/completion certificate with 05 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	40	
	Submission of 04 Reference letters/completion certificate with 04 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	32	



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FUNCTIONALITY EVALUATION CRITERIA	SUB CRITERIA	POINTS ALLOCATION FOR SUB- CRITERIA	MAXIMUM POINTS OBTAINABL E PER MAIN FUNCTION ALITY CRITERIA
<i>together with their completion reference letters.</i> <i>Bidder to provide proof of experience that is not older than 10 years. Experience of projects completed over 10 years ago will not be considered for points scoring.</i>	Submission of 03 Reference letters/completion certificate with 03 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	24	40 points
	Submission of 02 Reference letters/completion certificate with 02 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	16	
	Submission of 01 Reference letters/completion certificate with 01 corresponding appointment letters/ purchase orders for the discipline the bidder is bidding for	8	
	No reference letter/completion certificate and corresponding appointment letter/ purchase order for the discipline the bidder is bidding for	0	
NB! The following conditions will apply: 1. Only relevant PSP experience in projects such as schools, hospitals, CHCs, libraries, sports fields, community halls, roads, dams or similar developments will be considered for scoring. 2. The completion reference letters/ completion certificate must have bidder’s client stamp (Not SAPS stamp), no points will be allocated if submitted a letter or certificate with no client stamp. No points will be allocated for submission non-corresponding or irrelevant documents.			
KEY STAFF: Demonstrated quality and capability of the Key Staff available for the discipline the bidder is bidding for: Professional Registrations,	Key Staff with relevant qualifications, Professional registration and experience in the discipline the bidder is bidding for. Bidder must provide CV, certified copies of Qualifications (NQF level applicable to the discipline tendered for, see table 2 of the TOR) and Professional registration certificate of the key staff for the discipline the bidder is bidding for.		
	<ul style="list-style-type: none">3 professional registered key personnel with required NQF Level, and at-least 10 years post registration in the discipline the bidder is bidding for	30	



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FUNCTIONALITY EVALUATION CRITERIA	SUB CRITERIA	POINTS ALLOCATION FOR SUB- CRITERIA	MAXIMUM POINTS OBTAINABLE PER MAIN FUNCTION ALITY CRITERIA
Qualifications & Experience.	<ul style="list-style-type: none">2 professional registered key personnel with required NQF Level, and at-least 10 years post registration in the discipline the bidder is bidding for	20	30 points
	<ul style="list-style-type: none">1 professional registered key personnel with required NQF Level, and at-least 10 years post registration in the discipline the bidder is bidding for	10	
NB! The following conditions will apply: <div><div>3.</div><div>Online verification of submitted professional registrations will be conducted through the relevant Built Environment Councils to confirm their validity. Submission of fraudulent or falsified registrations will result in disqualification.</div></div> <div><div>4.</div><div>Only relevant Professional personnel experience in projects such as schools, hospitals, CHCs, libraries, sports fields, community halls, roads, dams or similar developments will be considered for scoring. Therefore, bidders must Submit a comprehensive CV with detailed information of project completed (Project description, CIDB grade or project amount and completion date).</div></div> <div><div>5.</div><div>Submission of candidate key staff or key staff with less than 10 years post registration experience or with irrelevant qualification and professional registration will not be considered for points scoring. All qualifications for foreign key staff and all qualifications obtained from foreign institutions must be accompanied with valid work permit (from SA home affairs) and South African Qualifications Authority (SAQA) evaluation certificate. No points will be allocated if work permit and SAQA evaluation certificate is not provided in case of foreign key staff.</div></div> <div><div>6.</div><div>Bidders must provide consent letters on company letterhead, including the tender number, signed by both the bidder and the individuals whose CVs are submitted. The letters must confirm the individuals' knowledge of and consent to their inclusion in the bid. The Department reserves the right to verify submitted CVs with the individuals concerned.</div></div> <div><div>7.</div><div>The deployment of candidates or key staff with lower qualifications or experience than those submitted with this bid on site without supervision of qualified and experienced professionals (in case appointed) is strictly prohibited and may result in penalties or contract cancellation.</div></div>			



FUNCTIONALITY EVALUATION CRITERIA	SUB CRITERIA	POINTS ALLOCATION FOR SUB-CRITERIA	MAXIMUM POINTS OBTAINABLE PER MAIN FUNCTIONALITY CRITERIA
Quality Assurance System	<ul style="list-style-type: none"> Submission of ISO 9001 certificate Submission of recent updated approved quality assurance policy of the bidder (approved not older than 2 years). The policy must at-least must include the following standards: Quality Management Systems / Quality control plan, communication channels, human resources management, Safety Health Environment plan No ISO 9001 or No policy or policy exclude any of the standards listed above 	15 points 05 Points 0 points	15 points
Skill development and employment (graduate Internship programme in the built environment)	Bidder to submit commitment letter to provide a minimum of 12 months graduate internship employment opportunities to youth in case appointed. <ul style="list-style-type: none"> Commitment to provide 3 or more graduate internship opportunities Commitment to provide 2 graduate internship opportunities Commitment to create 1 graduate internship opportunity No commitment / zero opportunity to be provided 	15 points 10 points 05 point 0 points	15 points
Total Points: Functionality Evaluation Criteria			100 points
Minimum Threshold: Functionality Evaluation Criteria			75 points
Note: A bidder that scores less than 75 points out of 100 points in respect of the above functionality evaluation criteria, will be regarded as non-responsive and will be disqualified and a bidder who score less than 24 points and 10 points in company experience and key staff respectively will also be regarded as no-responsive and will be disqualified even their overall / total score functionality is 75 points or above.			



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16. OBJECTIVE CRITERIA APPLICABLE TO THIS PROJECT

OBJECTIVE CRITERIA 1 EMPOWERMENT OF SOUTH AFRICAN-OWNED ENTERPRISES

The objective of this project is to stimulate local economic growth by promoting the participation and empowerment of South African-owned enterprises. This approach is intended to retain economic value within the country, strengthen domestic supply chains, and contribute to sustainable job creation and skills development within local communities.

In alignment with these strategic objectives, the Department reserves the right to contract only with entities that are at least 60% owned by South African citizens, and to exclude from consideration any entities whose South African ownership falls below this threshold. (Certified ID/s, BBBEE /Sworn affidavit, share certificate / CIPC disclose certificate must be provided)

OBJECTIVE CRITERIA 2: REDUCING UNEMPLOYMENT AND ENHANCING LOCAL SKILLS DEVELOPMENT

The objective of this project is to contribute meaningfully to national priorities aimed at reducing unemployment and enhancing local skills development. This will be achieved by ensuring the active participation of South African professionals in key roles, thereby strengthening local talent pipelines and reducing reliance on imported skills.

In alignment with these objectives and the associated evaluation criteria, the Department reserves the right to contract only with entities whose key staff complement comprises at least 90% South African citizens, and to exclude from consideration any bidders that do not meet this requirement. (Bidder to provide organogram and certified IDs for key staff (certification of ID's should not be older than 6 months)

OBJECTIVE CRITERIA 3: EXCLUSION DUE TO TERMINATION FOR POOR PERFORMANCE

In pursuit of promoting accountability and consequence management, protecting the integrity of the procurement process, and ensuring value for money and sustainable service delivery, the Department reserves the right not to award a contract to any bidder who has, within the preceding five (5) years, been lawfully terminated from a public sector contract on grounds of poor performance, non-compliance, or breach of contractual obligations. (Bidders must submit a disclosure letter signed by an authorised person stating whether they have been terminated or not within the period stated above)



Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	Upon the employer contracting with the PSP, a final service level agreement (SLA) contract will be drafted for the respective service being provided that is inclusive of the sub-clauses defined below.
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <ul style="list-style-type: none"> Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Employer is the Gauteng Department of Infrastructure Development .
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.



1	The Project is: Establishment of Professional Service Providers panel in the Built Environment on a Three-Year Term Contract.
3.12	Equipment and materials furnished by the GDID Equipment and materials made available to the Service Provider by the GDID or purchased by the Service Provider with funds provided by the GDID for the performance of the Services shall be the property of the GDID and shall be marked accordingly. Upon termination or expiration of the Contract, the Service Provider shall make available to the GDID an inventory of such equipment and materials and shall dispose of them in accordance with the GDID's instructions.
3.14.1	Programme The Service Provider shall, within the time period set out in the Contract Data, submit to the GDID a program for the performance of the services which shall, inter alia, include: a) The order and timing of operations by the service provider and any actions required of the GDID and others; b) The dates by which the service provider plans to complete work needed to allow the GDID and Others to undertake work required of them; and c) other information as required in terms of the scope of work or Contract Data.
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in Invitation to tender and SBD1.
3.4.1	Communication by e-mail is permitted.
3.5	The services shall be executed in the service provider's own office and on the project site, as described in PART C (scope of work) project description. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
4.1.1	Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed service providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 service providers, or after the appointment of the core members of the professional team required to commence with the services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the scope of services and hand over, to the service providers, all documentation relevant to the execution of the service. The GDID shall timeously provide to the service provider, free of cost, all available information and data in the GDID's possession which may be required for the performance of the services.
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
5.4.1	Form 13: Professional Indemnity (PI) insurance cover The bidder has a Professional Indemnity (PI) insurance cover or confirmation cover issued by a reputable insurer registered with FSCA in an amount of R5 million and above.



	<p>The bidder must have a Professional Indemnity (PI) insurance cover issued by a reputable insurer in an amount of not less than R 5 million [for project value < R20m] and not less than R10 million [for project value ≥ R20m] in respect of a claim without limit to the number of claims.</p>
5.5	<p>The service provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed, Travelling and subsistence arrangements and tariffs of charges; 2. Deviate from the final programme as per the programme in clause 3.15 above; 3. Deviate from the programme (delayed or earlier); 4. Deviate from or change the scope of services; 5. Change Key Personnel on the service.
5.5 (c)	<ol style="list-style-type: none"> 1. Exclusion of authority/powers <p>The service provider's authority to act and/or to execute functions or duties is excluded in respect of the matters listed below. The employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC, NEC3 or GCC conditions of contract.</p> <ol style="list-style-type: none"> 1.1 Nomination of nominated or selected subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of <i>mora</i> notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor. <p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> 2. Limitation of authority/powers <p>The Service Provider's authority is limited in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:</p> <ol style="list-style-type: none"> 2.1 Institution of or opposing litigation; 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on dayworks; 2.4 Dayworks rates; 2.5 Material quotes relating to dayworks; 2.6 Adjustment of general items relating to dayworks; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.



	<p>In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the employer nor the service provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.
13.6	The provisions of 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty-four months after ..." to "... period of thirty-six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

GENERAL NOTICE 1779 OF 2023

Construction Industry Development Board

**Standard for Developing Skills through
Infrastructure Contracts**

31 MARCH 2023

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

- a) a part- or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard.

Mr Khulile Nzo
Chairperson: Construction Industry Development Board



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA



**higher education
& training**

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



**economic
development**

Economic Development Department
REPUBLIC OF SOUTH AFRICA

Standard for developing skills through infrastructure contracts

(31 MARCH 2023)

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Introduction

Procurement may be defined as the process which creates, manages and fulfils contracts. Procurement accordingly commences once a need for goods, services or works has been identified and it ends when the goods are received, or the services or construction works are completed. Public procurement can have a significant impact on social and economic development, if it is used to leverage social and development objectives.

The South African government requires that its considerable expenditure on the delivery, maintenance and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils. This standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, design and build or engineering and construction works contracts associated with such expenditure. This Standard for developing skills through infrastructure contracts, establishes the minimum contract skills development goals to be achieved in the performance of such contracts relating to the provision of workplace opportunities, linked to or leading to:

- a) a part- or full occupational qualification registered on the National Qualification Framework.
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in Table 1 of this standard.

Contractors are responsible for achieving the contract skills development goals and are provided with a number of methods for measuring their achievements. They may, if need be, devolve their obligations onto subcontractors.

This standard should be applied to;

A contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and:

- a) a contract of R5 million or more, in the case of a professional service or service contract or an order issued in terms of such a contract; or
- b) a cidb grading designation of grade 7 or higher, in case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.

This Standard will be subject to review every five years, or sooner if required.



Standard for Developing Skills Through Infrastructure Contracts

1 Scope

This standard establishes a key performance indicator;

- a) in the form of a contract skills development goal (CSDG) relating to the structured workplace learning of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:
 - (i) a part- or full occupational qualification registered on the National Qualification Framework; or
 - (ii) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012); or
 - (iii) a national diploma registered on the National Qualification Framework; or
 - (iv) registration in a professional category by a statutory council listed in Table 1.
- b) in the delivery, maintenance and operation of infrastructure through the performance of professional service, engineering and construction works, or design and build contracts or an order associated with such a contract and
- c) sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE 1: Guidance on the manner in which this standard should be incorporated into procurement documents is provided in Annex A.

NOTE 2: This standard can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2. Terms and definitions

For the purposes of this document, the following terms and definitions apply:

Allowance amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover the employer's contractual risks



Artisan a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

Candidate

A person who is registered in a category of registration which ultimately leads to registration in a professional category by one of the statutory councils listed in Table 1

CIDB

Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

Class of construction works the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004, as amended from time to time

Contract amount

financial value of the contract at the time of the award of the contract or an order at the time of issue, including value added tax but excluding all allowances and expenses

Contract skills development credits the number of learners employed by the contractor and placed for continuous training opportunities in a three-month period

Contract skills development goal (CSDG) the number of hours or head count of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order, up to:

- a) completion, in the case of a professional service contract;
- b) the end of the service period, in the case of a service contract; and
- c) practical completion, in the case of an engineering and construction works contract

Contractor person or organization that contracts to provide professional services, goods and related services, or engineering and construction works

Design and build contract engineering and construction works contract where both the design and the construction are the responsibilities of the same contractor



Employed learner

A learner who was in the employment of an employer prior to the commencement of the contract or execution of the order. Learners deployed from the public sector, other organisations, or other contractors for the purposes of gaining structured workplace learning shall also be considered to be an employed learner, albeit their employer remaining unchanged.

Employer

Person or organization entering into a contract with the contractor for the provision of professional services, goods and related services, engineering and construction works (commonly referred to as the client)

Employer's representative person authorized to represent the employer in terms of the contract

Engineering and construction work contract - Contract for the provision of a combination of goods and services arranged for the manufacture, development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

Expenses

Costs incurred by the contractor in the performance of the contract or order, which are in terms of the contract recoverable from the employer

Framework agreement

Agreement between an employer and one or more contractors, the purpose of which is to establish the terms of the governing orders to be awarded during a given period, with regard to price and, where appropriate, the quantity envisaged

Mentor

A qualified and experienced person, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

Occupational qualification occupational qualification registered on the National Qualifications Framework Act (Act No. 67 of 2008)

Order

The instruction to carry out construction works, services or professional services under a framework agreement

Part qualification an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification



Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction Health and Safety	Construction Health and Safety Agent, Construction Health and Safety Manager or Construction Health and Safety Officer	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction Project Management	Construction Project Manager	
Construction Management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Planning	Planner or Technical planner	Planning Profession Act, 2002. (Act No. 36 of 2002)
Quantity Surveying	Quantity Surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural Scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land Surveyor, Engineering Surveyor or Technician Engineering Surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)
Valuers	Valuer or Associate Valuer	Property Valuers Profession Act (Act No. 47 of 2000)

Professional fees financial value of a professional service contract at the time of the award of the contract or an order at the time of issue, excluding value added tax (VAT), allowances and expenses

Professional service contract - contract for the provision of services with the skill and care normally delivered by professionals



Sector Education and Training Authority (SETA)

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

Service contract

contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant

Site means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

Skills development agency (SDA) an agency which performs some or all the functions set out in section 4.1.5.

Statutory council a council established as follows:

- a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
- b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);
- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
- d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
- e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
- f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984);
- g) South African Council for Planners, established by the Planning Professions Act of 2002 (Act No. 32 of 2002);
- h) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003); or
- i) South African Council for the Property Valuers Profession, established by the Property Valuers Profession Act (Act No. 47 of 2000)



Structured mentorship

mentorship provided by a person who is registered in a suitable category of professional registration by a professional body or statutory council who leads and directs a candidate towards professional registration

Structured workplace learning component of learning in an occupational qualification or work placement for a trade or professional designation whereby a learner is mentored by a suitably qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council

Sub-total financial value of the all the items in the Bills of Quantities or Schedule of Rates or Pricing Schedule, excluding value added tax, allowances and expenses

Supervisor a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

Tender sum

The overall pricing figure proposed by a tendering contractor in accordance with the tender pricing document

Unemployed learner

A learner who was not in the full-time employment of the contractor prior to the commencement of the contract or execution of the order and is appointed by the contractor or SDA on a limited duration employment contract linked to the prescriptions of a structured workplace learning programme. Their conditions of employment shall not be less favourable than those set out for such learners on learnerships set out in section 18 (3) of the Skills Development Act (Act 97 of 1998).

Work integrated learning the workplace learning component required by learners completing a national diploma or bachelor's degree at a University of Technology or Comprehensive University.

3 Requirements

3.1 Contract skills development goal (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

3.1.2 The contract skills development goal shall be expressed as in 3.1.2.1 for engineering and construction works, design and build and services contracts, and as in 3.1.2.2 for professional services contracts.

3.1.2.1 In the case of engineering and construction works contracts, design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the sub-total multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application



of the Construction Industry Development Regulations, issued in terms of the Construction Industry Development Board Act of 2000.

Table 2: Contract skills development goals for different classes of engineering and construction works contracts.

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Construction development (CSDG) (%)	skills goal
Designation	Description		
CE	Civil engineering	0.25	
CE or GB	Civil engineering or General Building	0.375	
EE	Electrical Engineering works (buildings)	0.25	
EP	Electrical Engineering works (Infrastructure)	0.25	
GB	General Building	0.50	
ME	Mechanical Engineering works	0.25	
SB	Specialist	0.25	

Example 1: The sub-total of the tender sum for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is $R65,7m \times 0.5\% = R328\ 500$.

3.1.2.2 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example 2: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is $R5.6m \times 150 = 840$ hours.

3.1.2.3 The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

3.1.3 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

3.2 Achieving the contract skills development goal (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:



Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

3.2.2 Employed learners may not account for more than 33 percent of the contract skills development goal.

3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 Contract skills development goal credits

3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

3.3.2 In the case of engineering and construction works, design and build and services contracts:

- a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.
- b) The contractor may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in Annexure B



Table 3: The notional cost of providing training opportunities per quarter

Type of Training Opportunity	Provision for stipends (Unemployed learners only)	Provisions for mentorship	Provisions for additional costs*	Total costs	
				Unemployed learners	Employed learners
Method 1					
Occupational qualification	R7 000	R0	R9 000	R16 000	R9 000
Method 2					
TVET College graduates	R14 000	R0	R9 000	R23 000	N/A
Apprenticeship	R14 000	R0	R12 000	R26 000	R12 000
Method 3					
P1 and P2 learners, or a 240 credits qualification	R24 000	R20 000	R4 500	R48 500	N/A
Method 4					
Candidates with a 360 credits qualification	R37 000	R20 000	R4 500	R61 500	R20 000
Candidates with 480 or more credits qualification	R47 000	R20 000	R4 500	R71 500	R20 000

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

i) Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator, the contractor may pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner iii) The notional cost of providing training opportunities will be reviewed as and when required. The new, revised costs will be published as revised in a Gazette notice.

Sub-total R65 700 000
Contract duration 12 Months



CSDG	0,50%
Minimum CSDG target	0,5% x R65 700 000
	R328 500

Example 3: Training Target Calculation for a R65,7m GB contract

3.3.3 Credits towards the contract skills development goal for professional services contracts shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

3.3.3.1 No more than 45 hours may be claimed per week for any individual.

3.3.3.2 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

3.4 Denial of credits

Credits towards the contract skills development goal shall be denied, should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) there be a failure to register all beneficiaries of the Standard with the cidb SDA;
- c) there be a failure to submit a copy of the final contract compliance training report, within 30 days of practical completion;
- d) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate;
 - 3) the required training plan for learners;
 - 4) the training reports covering a period;
 - 5) the required records, specified documents and signatures;
 - 6) the structured mentorship in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
 - 7) the structured workplace learning, in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered.
- e) conditions of employment and rates of allowances for learners are not in accordance with legislative provisions; and
- f) the contractor not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits.
- g) the contractor claims credits for learners enrolled as beneficiaries on programme that is funded or subsidised from another source.
- h) the contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment, when they have had sufficient structured work experience or structured mentorship to do so.

4 Compliance with requirements

4.1 General

4.1.1 The contractor shall:



- a) within 30 days of the contract coming into effect or the issuing of an order, submit to the employer's representative a contract compliance baseline training plan, taking into account the skills mix and type of workers that are to be engaged.
- b) at intervals not exceeding three (3) months, submit to the employer's representative interim contract compliance training reports; and
- c) shall within 30 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, design and construct contracts, and engineering and construction works contracts, respectively, submit to the employer's representative a final contract compliance training report

4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

- a) the name and contact details of the SDA, (where applicable)
- b) the skills mix and skills types achieved on the contract; and
- c) the names, Identity numbers and period of employment of each beneficiary.

4.1.3 The contractor shall keep records of the hours worked and registration particulars in compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

4.1.4 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.5 The learners shall be directly employed by the contractor or SDA and the contractor may enter into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice, participating in the implementation of this standard, enabling such contractor to:

- a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) register learners with the appropriate Sector Education and Training Authority, established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;
- d) liaise with the supervisor to monitor onsite training progress of learners;
- e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- f) liaise with the supervisor to prepare reports for the employer or employer's representative.

4.2 Structured workplace learning opportunities for learners

4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

4.2.3 Supervision associated with structured workplace learning for artisan learners shall be undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience. The number of artisan learners supervised by a single supervisor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.



4.2.4 Mentoring associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline and having a minimum of 3 years of post-qualification experience.

4.2.5 The contractor shall, within one month of commencing work directly related to the contract or order and in respect of each learner, submit to the employer's representative,

- a) a workplace training plan together with name of the learner's mentor and/or supervisor.
- b) proof of registration as a learner with the relevant SETA where applicable;
- c) a copy of the mentorship agreement entered into with the learner, or the company mentorship agreement entered into with the relevant qualified agency for method 3 and method 4; and
- d) shall, within two weeks of updating and revising the workplace training plan, and at the end of the structured mentorship period, submit to the employer's representative;
 - (i) a quarterly progress report,
 - (ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.2.6 Learners shall, whenever a substantial activity or training period has been completed, be required by the supervisor to complete training reports required by the relevant qualifying authority.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards qualification.

4.3 Structured workplace learning for candidates

4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identify a suitable mentor for the candidate. If the contractor does not have an in-house mentor, the contractor shall enter into a mentoring agreement with the candidate and with an external company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training experience reports.

4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor shall, where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level 12 of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

4.3.4 The contractor shall, in respect of each candidate and within one month of commencing work directly related to the contract or order, submit to the employer's representative:

- a) a workplace training plan, together with name of the candidates' mentor and supervisor;
- b) proof of registration, as a candidate, with the relevant professional body or statutory council;



- c) a register of all beneficiaries of the Standard, enrolled with the cidb SDA;
- d) a copy of the mentorship agreement entered into with the candidate, or the company mentorship agreement entered into with a professional body or statutory council and
- e) shall, within two weeks of updating a workplace training plan and at the end of the structured mentorship period, submit to the employer's representative;
 - (i) quarterly progress reports,
 - (ii) a final report (including a log of exposure and interactions with the mentor), signed off by the mentor, the supervisor and the learner, demonstrating compliance with requirements,

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.

The mentor and supervisor shall, in the event of the contract ending, sign off all reports and logbooks to allow the candidate to move to other projects or employment.

5 Records

5.1 The contractor shall, in a timely manner and where a prescribed format is available, submit all the documentation required in terms of clause 4.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 To satisfy the contract skills development goal, the contractor shall upon termination of the opportunities provided, certify the quantum and nature of the opportunity and shall submit the certificate, counter-certified, issued by the relevant individual to the employer's representative, for record-keeping purposes.

6 Sanctions

In the event that the contractor fails to provide a reasonable explanation to the employer for any failure to achieve the contract skills development goal, the sanctions as provided in the contract or order shall apply.

NOTE: The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CSDG or where a minimum CSDG is specified are usually applied in the form of:

- a) financial penalties (low performance damages), typically formulated on the difference between the contracted CSDG and the CSDG achieved in the performance of the contract; and
- b) the issuing of completion certificates only after the certificates described in clause 5 are received.

Annex A: Incorporating this standard in a procurement document (Informative)

A1 General

A1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements



The contractor shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts

NOTE: Depending on the context and the form of contract adopted, the term contractor may be changed to “consultant” or “professional service provider” or “supplier” and the term “performance of the contract” may, where the scope of work forms part of an order, be replaced with “execution of an order”.

A1.2 Where an employer requires that employees of the state be seconded to the contractor to be provided with structured workplace learning opportunities, in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified number of employees of the state is The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.

A2 Sanctions

In the event that the contractor fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal, the sanctions as agreed in the contract shall apply.

Annexure B: Role and Function of Skills Development Agency (Informative)

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provide direct employment to unemployed learners, or enrolls their own employees for CSDG compliance, the contractor shall register them with the cidb SDA.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

B1 Career Management and Compliance Reporting

The contractor may enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

- a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) liaising with the supervisor to monitor onsite training progress of learners;
- d) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- e) liaising with the supervisor to prepare reports for the employer’s representative and cidb at practical completion of the contract.

The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

B2 Employment Intermediary

The cidb SDA may act as an employment intermediary for unemployed learners and may provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, etc.

In such cases, the contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT



NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract



1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.



- 2. Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of** 5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information**; than a person employed by the supplier in the performance of the **inspection**. contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance** 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.



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7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

analyses 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.



8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.



14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.



16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered



price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may
terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard
the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.



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- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. **Force** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 24.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

25. **Termination** 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

26. **Settlement of** 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



26.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

26.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

26.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

26.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

27. Limitation of 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



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32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.