



**Department of
Public Works & Infrastructure**

FREE STATE PROVINCE

**ACTING HEAD OF DEPARTMENT
MR. SIZA MTOLO
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

PROJECT DOCUMENTATION

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.



NOVEMBER 2025

CONTRACT NO: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



BEWARE OF SCM FRAUD AND PHISHING

WHAT IS FRAUD AND PHISHING?

- *SCM fraud is a careful thought dishonesty, deceptive and corrupt process with the intention to influence any stage of the SCM process in order to make a financial gain or cause a loss. It can be perpetrated by contractors or sub-contractors external to the organization, as well as officials within the Department.*
- *Phishing is a form of fraud in which an attacker masquerades as a reputable entity or person in email or other forms of communication. Attacker will commonly use phishing emails to distribute malicious links or attachments that can perform variety of functions. Some will extract login credentials or account information from victims*

How does phishing work?

- The phisher may begin by **determining who their targeted victims** will be (whether at an organization or individual level) and creates strategies to collect data they can use to attack.
- Next, the phisher will create **methods like fake emails or phony web pages to send messages** that lure data from their victims.
- Phishers then send messages that **appear trustworthy** to the victims and begin the attack.
- Once the attack has been deployed, phishers will **monitor and collect the data** that victims provide on the fake web pages.
- Finally, phishers use the collected data to make illegal purchases or **commit fraudulent acts**.

That being said, not all attacks look and operate the same way. Phishing scams can take a variety of forms and can have different goals in their deployment.

IMPORTANT:

- No official of the department is allowed to request any form of gratuity and/or reward for assisting any bidder with their bid is considered over other bids for appointment.
- Report all suspicious acts and requests to South African Police Service on 08600 10111 AND.
- National Ant-Corruption Hotline: 0800 701 701 (toll free number) **OR**

Email to: integrity@publicservicecorruptionhotline.org.za

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BID NO: DPWFS (T) 005/2025

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T1.1 - Tender Notice and Invitation to Tender

Bids will be evaluated according to the 90/10 points system:

Bid No:	DPWFS (T) 005/2025		
Advertising date:	21 November 2025	Closing date:	15 December 2025
Closing time:	11:00	Bid Validity period	120 Days
Compulsory Clarification Date:	05 December 2025	Compulsory Clarification	23 rd Floor, Mokhalib Boardroom, Fidel Castro Building, Bloemfontein
Time:	11H00	Venue:	
Tenders are to be delivered to the following address on the stipulated closing date and time:	Department of Public Works and Infrastructure: Ground Floor (Main Entrance Foyer) at OR Tambo House (Old Lebohang Building); Cnr. St Andrews Street and Markgraaff Street; Bloemfontein		

COLLECTION OF TENDER DOCUMENTS

- Please note that bid documents are obtainable from e-tender portal on www.etenders.gov.za from 21 November 2025 **OR**
- Bid documents will also be available from 21 November 2025 from 09h00 to 14h30 at the Department of Public Works and Infrastructure SCM Offices, Room 101B, First Floor, OR Tambo House Cnr Markgraaf and St Andrews Street, Bloemfontein. However, a non-refundable tender / bid deposit of R427.00 is payable in cash (***please bring the exact amount***) ***on collection of the bid documents***. [Payments to be made at Room 102, First Floor, OR Tambo House]. Documents are also obtainable at Etender Portal, www.etenders.gov.za and Departmental website at www.publicworks.fs.gov.za/?page_id=2601 at no cost.

The physical address for collection of tender documents is:

FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

Cnr. St Andrews Street and Markgraaff Street
OR Tambo House
Room 101B, 1st Floor
Bloemfontein
9301

BIDS ARE TO BE COMPLETED IN ACCORDANCE WITH THE CONDITIONS AND BID RULES CONTAINED IN THE BID DOCUMENTS. BID DOCUMENTS MUST BE PROPERLY INDEXED AND NEATLY BOUNDED.

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CONTENTS

SECTION 1: _____ **RETURNABLE DOCUMENTS**

SECTION 2: _____ **TERMS OF REFERENCE**

SECTION 3: _____ **CONTRACT DATA (GCC & SLA)**

CONTRACT NO: DPWFS (T) 005/2025

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Public Works & Infrastructure
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SECTION 1:

RETURNABLE DOCUMENTS

CONTRACT NO: DPWFS (T) 005/2025

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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

1. RETURNABLE DOCUMENTS

Returnable Documents will be used for tender evaluation purposes and be incorporated into the contract.
The tenderer must return the following returnable documents legibly completed and signed in **FULL**.

- 1.1. Resolution of Board of Directors.
- 1.2. Resolution of Board of Directors to enter into Consortia or Joint Ventures (in case of Joint Venture or Consortia).
- 1.3. Special Resolution of Consortia or Joint Ventures.
- 1.4. Provide a tax status compliance pin issued by SARS.
- 1.5. Valid Proof of Registration on the National Treasury's Central Supplier's Database must be accompanying this bid.
- 1.6. Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than ninety (90) days.
- 1.7. Duly completed and signed SBD 1 – Invitation to Tender.
- 1.8. Duly completed SBD 3.3 (Pricing schedule – Professional Services).
- 1.9. Duly completed and signed SBD 4 – Bidder's Disclosure.
- 1.10. Duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2022.
- 1.11. Duly completed and signed SBD 7.2: Contract form – rendering of services.
- 1.12. Duly completed and signed Annexure A - Record of Addenda to tender document.
- 1.13. Duly completed and signed Annexure B - Proposed amendments and qualifications.
- 1.14. Completed and signed schedule of equipment offered. (Refer to the relevant section in the specification).
- 1.15. Schedule of the Tenderer's Experience (Particulars of Tenderer's Projects).
- 1.16. Duly completed and signed Annual Financial Statements Declaration form.
- 1.17. A valid letter of good standing issued by the Department of Labour.
- 1.18. All returnable documents indicated under Evaluation criteria.

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LIST OF RETURNABLE DOCUMENTS

THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

Bid Document Name:	Number of Pages:	Returnable document:
Resolution of Board of Directors	1 Page	☐
Resolution of Board of Directors to enter into Consortia or Joint Ventures	2 Pages	☐
Special Resolution of Consortia or Joint Ventures	2 Pages	☐
SBD 1: Invitation to Bid	2 Pages	☐
SBD 3.3: Pricing Schedule (Professional Services)	2 Pages	☐
SBD 4: Bidder's Disclosure	2 Pages	☐
SBD 6.1: Preference Points Claim Form in terms of the PPR 2022	4 Pages	☐
SBD 7.2: Contract form – Rendering of services.	2 Pages	☐
Annexure A: Record of Addenda to tender documents	1 Page	☐
Annexure B: Proposed amendments and qualifications	1 Page	☐
Annual Financial Statements Declaration (Attach income statement and the balance sheet as support for the declaration).	1 Page	☐
Schedule of equipment offered	1 Page	☐
Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)	2 Pages	☐

Name of Bidder	Signature	Date

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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

2. EVALUATION CRITERIA

The evaluation of the bid will be done in three (3) stages (Compliance with the mandatory requirements, functionality and price and preference).

Phase:	Details:
Stage 1	Mandatory requirement - evaluation of bid submission - compliance with the set mandatory requirements and technical specification.
Stage 2	Functionality Evaluation - evaluation of functionality - bidders who fail to obtain a minimum 124 points out of 165 points for functionality as set out below will not be considered for appointment.
Stage 3	Evaluation on price and preference - The 90/10 preference point system applicable to price quotations (all applicable taxes included), will be used for evaluation of this bid.

REASONS FOR DISQUALIFICATION

1. Bidders are advised to take note that the Department reserves the right to disqualify any bidder who submits any information or documents requested for submission in relation to this tender and for which the Department is not able to verify with the relevant parties referenced as contacts on the information or documents provided.
 2. The Department reserves the right to disqualify any bidder which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:
 - a. Bidders whose tax matters are not compliant with SARS requirements as reflected on eFiling and/or CSD at the time of award (however such bidders will be advised in writing to approach the SARS in order ensure that tax matters are compliant within a period of seven working days).
 - b. Bidders who submitted incomplete information and documentation according to the requirements of this bid document, e.g. not submitting both a fully completed document with all returnable documents as stated on this tender document;
 - c. Bidders who submitted information that is fraudulent, factually untrue or inaccurate information;
 - d. Bidders who received information not available to other bidders through fraudulent means.
 - e. The Pricing Schedule to be completed in full, failure which will lead to disqualification.
 - f. All tender documents that are submitted must be originally signed. No photocopied documents will be accepted in relation the aforementioned regard.
 - g. Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents. Bid documents must be properly indexed and neatly bounded.
 - h. Telegraphic, telephonic, telefax, facsimile, emailed and late tenders will not be accepted.
-

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EVALUATION CRITERIA FOR BIDS RECEIVED

1. STAGE ONE (A) – COMPLIANCE WITH MANDATORY REQUIREMENTS:

- 1.1. Provide unique security Personal Identification Number (PIN) issued by the South African Revenue Services and/or Central Supplier Database's MAAA number which will be used to verify the valid tax compliance status of the bidding entity. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate unique security Personal Identification Number (PIN). The successful bidder/s tax status will be confirmed, for compliance, at the time of award.
- 1.2. Attach a valid detailed report as a proof of registration on the National Treasury's Central Supplier's Database (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate or a unique security personal Identification number).
 - However, Joint Ventures, Partnerships, including Unincorporated Partnerships must register on the CSD within 15 days of the date of the bid being awarded to the successful bidder.
- 1.3. Duly completed and signed SBD documents (SBD 1 and SBD 4).
- 1.4. Attach completed and signed Annual Financial Statements Declaration for the preceding financial year within 12 months of the financial year (i.e. for the financial ended 28 February 2025). Attach the income statement and the balance sheet as support for the declaration.
- 1.5. Each bidder must attach a valid letter of good standing issued by the department of Labour.
 - It will be expected of bidders to provide proof of compliance to Compensation for Occupational Injuries and Diseases Act (COIDA).
- 1.6. Bidders must have a payroll system – Proof must be attached (i.e. Valid copy of a license)
- 1.7. Attendance of the mandatory clarification meeting the details of which are listed in the tender notice and invitation.
- 1.8. **All documents must be completed in writing with a black pen.**

STAGE ONE (B) – NON - MANDATORY REQUIREMENTS FOR EVALUATION PURPOSES:

- 1.1. Attach a valid municipal services (water, sanitation, rates and electricity) clearance certificate or a current bill of account not owing more than ninety (90) days or a valid lease agreement with a current statement from the lessor not owing more than ninety (90) days.
- 1.2. Attach duly completed and signed SBD 6.1 – Preference points claim form in terms of the Preferential Procurement Regulations 2022.
- 1.3. Bidder will be expected to complete and sign SBD 7.2: Contract form – rendering of services (will be completed post-appointment).
- 1.4. Duly completed and signed Annexure A - Record of Addenda to tender documents.
- 1.5. Duly completed and signed Annexure B - Proposed amendments and qualifications.
- 1.6. Completed and signed schedule of equipment offered. (Refer to the relevant section in the specification).
- 1.7. Completed and signed schedule of tenderer's experience.
- 1.8. Attach Appointment Letters, reference letters and purchase orders where the supplier has completed similar projects.
- 1.9. Attach curriculum vitae of relevant staff.

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2. STAGE TWO – EVALUATION BASED ON FUNCTIONALITY

- 2.1. Each bidder must obtain a minimum score of 124 points out of 165 points and bidders who fail to obtain a minimum score for functionality will not be considered for further evaluation on price and preference. for functionality in order to qualify for evaluation on price and preference using the 90 / 10 preference points systems.
- 2.2. The functionality criteria will be as follows:

CRITERION	GUIDELINE FOR CRITERION	MAXIMUM SCORE
EXPERIENCE AND KNOWLEDGE	EXPERIENCE: A minimum of 3 years' experience on implementation of community-based programmes.	20
	• 3 years	
	• 4 years	
	• 5 years and more	
	• Supporting documents required to support the claims above are appointment letter/s valid orders and letters of reference (dated, signed and stamped) confirming that the project was executed satisfactorily. (<i>Each must be on the valid letterhead of the employer which is dated, signed and stamped by the authorised representative of the employer</i>). • All appointment letters, valid orders, and reference letters must be on the letterhead of the employer, which is dated, signed and stamped. • The submission of reference letters without its corresponding appointment letters or the submission of appointment letters without corresponding reference letters will not be considered for scoring purposes, therefore points will be forfeited. • Each bidder must also complete the schedule of the tenderer's experience, failure which the bidder will forfeit these points. • This must be for a project which was implemented with the last 5 years using the date of advert as reference (<i>i.e. between 01 November 2019 to 31 October 2025</i>).	

CONTRACT NO: DPWFS (T) 005/2025

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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

CRITERION	GUIDELINE FOR CRITERION		MAXIMUM SCORE
EXPERIENCE AND KNOWLEDGE (continued)	Disbursement of stipends to a minimum of 500 participants over a period of two years. Complete schedule of the tenderer’s experience.		20
	• 500 participants	5 Points	
	• 600 participants	10 Points	
	• 700 participants and more	20 Points	
	- Supporting documents required to support the claims above are appointment letter/s valid orders and letters of reference (dated, signed and stamped) confirming that the project was executed satisfactorily. <i>(Each must be on the valid letterhead of the employer which is dated, signed and stamped by the authorised representative of the employer).</i> - All appointment letters, valid orders, and reference letters must be on the letterhead of the employer, which is dated, signed and stamped. - The submission of reference letters without its corresponding appointment letters or the submission of appointment letters without corresponding reference letters will not be considered for scoring purposes, therefore points will be forfeited. - Each bidder must also complete the schedule of the tenderer’s experience, failure which the bidder will forfeit these points. - This must be for a project which was implemented with the last 5 years using the date of advert as reference (i.e. between 01 November 2019 to 31 October 2025).		
	A minimum of two (2) letters of reference from employers whom the bidder has implemented a similar project on behalf of. This must correspond to the appointment letters and orders.		15
	• 2 referral letters	5 Points	
	• 3 referral letters	10 Points	
	• 4 or more referral letters	15 Points	
	- Supporting documents required to support the claims above are appointment letter/s valid orders and letters of reference (dated, signed and stamped) confirming that the project was executed satisfactorily. <i>(Each must be on the valid letterhead of the employer which is dated, signed and stamped by the authorised representative of the employer).</i> - All appointment letters, valid orders, and reference letters must be on the letterhead of the employer, which is dated, signed and stamped. - The submission of reference letters without its corresponding appointment letters or the submission of appointment letters without corresponding reference letters will not be considered for scoring purposes, therefore points will be forfeited. - Each bidder must also complete the schedule of the tenderer’s experience, failure which the bidder will forfeit these points. - This must be for a project which was implemented with the last 5 years using the date of advert as reference (i.e. between 01 November 2019 to 31 October 2025).		

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public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

CRITERION	GUIDELINE FOR CRITERION		MAXIMUM SCORE	
PAYROLL SYSTEM	INFORMATION MANAGEMENT TOOLS: An existing data and information management tool should clearly demonstrate each of the following features.		35	
	The proposed information management system should at least address the following minimum requirements. (Each of these features will receive a score of between 0 points to 5 points):			
	a)	Processing of stipends, participant information management and record management.		0 – 5 Points
	b)	Electronic capturing and recording of the EPWP participant's database with minimum capacity of managing 2 500 participants on monthly basis. Must be auditable at least once every financial year.		0 – 5 Points
	c)	Electronic proof of payments reflecting each participant's banking details and personal particulars and which can be reconciled to their monthly pay slips. The system should further generate monthly reports to that effect.		0 – 5 Points
	d)	Controls to detect, prevent duplicate payments and ensure there is no duplicable / double payment to any participant at any given stage.		0 – 5 Points
	e)	Security management features that will protect and secure the personal and financial information of participants stored on the system.		0 – 5 Points
	f)	Back-up information system which will manage the recovery of information in cases of disaster and/or any other unforeseen event which may require information to be recovered.		0 – 5 Points
	g)	Records of monthly stipend expenditure per project including variances that might have been realised against processed stipends per month.		0 – 5 Points
	Maximum points			35 Points
NB: The department reserves the right to require each bidder/(s) to make arrangements for demonstration of this system at the expense of the bidding entity, if need arise.				

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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

CRITERION	GUIDELINE FOR CRITERION		MAXIMUM SCORE	
FINANCIAL CAPACITY	Proof of access to financial facility from an accredited financial institution (FICA and FIAS) of up to R3m to be maintained for each month and over the duration of the contract, failure of which the department reserves the right to terminate such a contract:		55	
	a)	Less than R1 million		0 points
	b)	R1 million		10 points
	c)	R1.5 million		20 Points
	d)	R2.0 million		30 Points
	e)	R2.5 million		40 Points
	f)	R3 million		50 Points
	NB: The department reserves the right to this requirement with the relevant financial institution and thus expects bidders to ensure necessary requirements for this effect is complied. Failure to validate this requirement with the relevant document will result in the bidder forfeiting these points.			
Financial Capability: Cash-flow Operating cash flow ratio measures a company's short-term liquidity. <i>Formula:</i> Operating Cash Flows Ratio = Cash Flows from Operations/Current liabilities {submit latest/most recent (not more than 2 years old) Financial Statements signed off by registered Professional Accountant). 5 Points • Operating Cash Flows Ratio ≥ 1 – 05 Points • Operating Cash Flows Ratio $> 0.5 < 1$ – 04 Points • Operating Cash Flows Ratio ≤ 0.5 – 03 Points • Operating Cash Flows Ratio ≤ 0 – 02 Points • Submission of incomplete or irrelevant financial statements – 01 Point • No submission of financial statements – 00 Points				
RISK MANAGEMENT	The bidder must demonstrate a risk management strategy which should include risk indicators and proposed mitigating interventions in relation to payment of stipends. The comprehensive risk strategy much clearly address the following minimum requirements (<i>Each of this feature will receive a score of between 0 points to 5 points</i>):		20	
	a)	Under / over payment of participants at any given stage.		0 – 5 Points
	b)	Validation of every participant`s bank account before any payment can be processed.		0 – 5 Points
	c)	Stipend recovery process in instances where a wrong / double payment took place.		0 – 5 Points
	d)	Payment turnaround times for any unprocessed payments for participants during a payment run. The maximum allowed turnaround is 24 hours.		0 – 5 Points
TOTAL POINTS FOR FUNCTIONALITY (minimum score 75%)			165	

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public works & infrastructure
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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

The following scoring rubric will be used to score the functionality above:

Rating	Score out of 5	Score out of 10	Score out of 15	Score out of 20	Score out of 25	Approach and methodology
Poor	1	2	3	4	5	The approach and / or methodology is poor / is very unlikely to satisfy project objectives or requirements. The tenderer has completely misunderstood all aspects of the scope of work and does not deal with any critical aspects of the project.
Average	2	4	6	8	10	The approach and / or methodology is not good / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Good	3	6	9	12	15	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc., is too generic.
Very Good	4	8	12	16	20	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc., is specifically tailored to the critical characteristics of the project.
Excellent	5	10	15	20	25	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.

CONTRACT NO: DPWFS (T) 005/2025

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3. STAGE THREE: EVALUATION ON PRICE AND PREFERENCE (80/20 PREFERENCE POINT SYSTEM)

Pricing on the project in order to achieve the objectives of the Preferential Procurement Regulations.

- 3.1. The Department is committed to achieving Government's objective of promoting economic transformation as set out in the Departmental SCM Policy, Preferential Procurement Policy Framework Act, the B-BBEE act and the Preferential Procurement Regulations of 2022.
- 3.2. The 90/10 preference point system applicable to price quotations and tenders with a rand value of R50 million or above (all applicable taxes included), will be used for evaluation of this bid.
- 3.3. The scoring of points for price and preference system in terms of the 90/10 preference point system where the lowest price score is 90 points for price.
- 3.4. The points for preference will be allocated to bidders in accordance with the following specific goals:

Table 1:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

- (a) A maximum of 80 points is allocated for price on the following basis:

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

- (b) Allocation of points in terms of the 90/10 preference point system.

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

- (c) In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 2 below as may be supported by proof/documentation stated in the conditions of this tender.

CONTRACT NO: DPWFS (T) 005/2025

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Table 2:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Free State-Based Companies 100%	3	
Gender: 51% to 100% owned by Women	2.5	
Race: 100% Black ownership	2	
Youth ownership: 51% or more owned by Youth	1.5	
People living with a Disability: 51% or more owned by people with disabilities	1	
Total Points Claimed out -	10	

3.5. Claiming of preference points for Specific goals:

- Bidders will be required to submit CIPC and FICA approved documents with the address corresponding with the municipal statement or lease agreement address in order to claim points for specific goals on Free State Based Companies 100%.
- Bidders will be required to submit CIPC documents, Central Supplier Database (CSD) report, share certificates and certified ID copy /ies in order to claim points for specific goal on Gender: 51% or more owned by Women.
- Bidders will be required to submit CIPC documents and Central Supplier Database (CSD) report in order to claim points for specific goals on Race: 100% Black ownership.
- Bidders will be required to submit CIPC documents, Central Supplier Database (CSD) report and certified ID copy/(ies) in order to claim points for specific goal on Youth: 51% or more owned by Youth.
- Bidders will be required to submit a medical certificate from a Registered Medical Practitioner or a letter condition from department of Employment and Labour confirming the bidder's disability in order to claim points for specific goal on People living with a disability: 51% or more owned by people with disabilities.

NB: Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



RESOLUTION OF BOARD OF DIRECTORS

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

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at..... (place) on.....(date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

.....

(project description as per Tender Document)

Tender Number: (Tender Number as per Tender Document)

- 2 *Mr/Mrs. /Ms.: in *his/her Capacity as:
.....(Position in the Enterprise) and

who will sign as follows:be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.

ENTERPRISE STAMP

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

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

.....
.....
(Legally correct full name and registration number, if applicable, of the Enterprise)

held at.....(place) on.....(date)

RESOLVED that:

- 1 The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

.....
.....
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture) to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

.....
.....
(Project description as per Tender Document)

Tender Number: (Tender Number as per Tender Document)

- 2 *Mr/Mrs. /Ms.:.....

in *his/her Capacity as:(Position in the Enterprise)

and who will sign as follows: be, and is hereby, authorised to sign a consortium / joint venture agreement with the parties listed under item 1 above, and any and all other documents and / or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 3 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfillment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 4 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address:

.....
.....(code).....

Postal address:

.....
.....(code).....

Telephone number: (code)..... (number)..... Fax Number.....

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

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

ENTERPRISE STAMP

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1

2

3

4

5

6

7

8

Held at _____ (place) on _____ (date)

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works and Infrastructure, Free State Province in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

B. Mr. / Mrs. / Ms. : _____

in *his / her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the

CONTRACT NO: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

tender to the Enterprises in consortium/joint venture mentioned above.

- C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:
-
- D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address:

_____(code)_____

Postal address:

_____(code)_____

Telephone number: (code)_____ (number)_____ Fax number_____

CONTRACT NO: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	DPWFS (T) 005/2025	CLOSING DATE:	15 DECEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS WITHIN THE FREE STATE PROVINCE ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor (Main Entrance Foyer)					
O.R Tambo House (Lebohang Building);					
Cnr. Markgraaff and St Andrews Street,					
Bloemfontein, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. M. Kolobe		CONTACT PERSON	Ms. B. Xaba	
TELEPHONE NUMBER	051 492 3886 / 1750		TELEPHONE NUMBER	051 505 7426	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	kolobem@fsworks.gov.za		E-MAIL ADDRESS	xabab@fsworks.gov.za	
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 SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [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.					

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS

SBD 1

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF 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 MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE 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:

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME	CLOSING DATE:

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

ITEM NO	DESCRIPTION	BID PRICE IN PERCENTAGE FORM **(ALL COSTS AND APPLICABLE TAXES INCLUDED)
---------	-------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a payroll administration fee in a percentage form based on the estimate of 500 EPWP participants of which one participant earns R1 560.00 per month.

.....

3. The following are some of the cost items (but not limited to) that bidders may include on the percentage price;

3.1 BANK CHARGES PER 500 PARTICIPANTS	MONTHLY RATE
.....	R.....
.....	R.....
.....	R.....
.....	R.....
.....	R.....

3.2 PAYROLL FEES INCLUDING LICENSING	
.....	R.....
.....	R.....
.....	R.....
.....	R.....

3.3 ADMINISTRATION FEES INCLUDING PERSONNEL			
DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
.....			R.....
.....			R.....

SUB-TOTAL : R.....

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 3.3

3.4 SUPERVISION FEES

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
SUB-TOTAL: R.....			

3.5 OVERHEADS FEES

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
SUB-TOTAL: R.....			

TOTAL COST (inclusive of VAT): R.....

4. PAYROLL PERCENTAGE

DESCRIPTION OF EXPENSE TO BE INCURRED

(TOTAL COST DIVIDED BY R 780 000 MULTIPLY BY 100)

TOTAL.....%

Any enquiries regarding bidding procedures may be directed to the –

(MR. MOSIUOA KOLOBE)

Tel: 051 492 1750 / 3886

Or for technical information –

(MS. BANGI XABA)

Tel: 051 505 7426

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 4

BIDDER'S DISCLOSURE

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. BIDDERS'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

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**

¹ the power, by one person or a group of persons 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.

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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:

- 3.1 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;
- 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 consortium² 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.
- 3.4 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.
- 3.5 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.
- 3.6 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

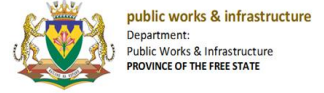
SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALS

Signature: Date:

Position: Name of Bidder:

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.

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

CONTRACT NO: DPWFS (T) 005/2025
 DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 6.1

- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	
Ps = Points scored for price Pt = Price of tender under Pmin = Price of lowest acceptable tender	Where	of tender under consideration consideration	

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10	
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	
Where			
Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmax = Price of highest acceptable tender			

4. POINTS AWARDED FOR SPECIFIC GOALS

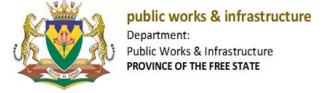
- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents,

- 4.2. stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

CONTRACT NO: DPWFS (T) 005/2025
 DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 6.1

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Free State-Based Companies 100%	3	
Gender: 51% to 100% owned by Women	2.5	
Race: 100% Black ownership	2	
Youth ownership: 51% or more owned by Youth	1.5	
People living with a Disability: 51% or more owned by people with disabilities	1	
Total Points Claimed out -	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 The information furnished is true and correct;

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 6.1

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- i) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- i) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.
- SIGNED ATON.....
- NAME (PRINT)
- SIGNATURE

OFFICIAL STAMP

WITNESSES
1
2
DATE:

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



Annexure A - Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature: Date:

Name: Position:

Tenderer:

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



Annexure B: Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

Page	Clause or item	Proposal

Signature: Date:

Name: Position:

Tenderer:

CONTRACT NO: DPWFS (T) 005/2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]
☐ enterprise has had its financial statements audited;
name of auditor
☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.
[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signature: Date:

Name: Position:

Tenderer:

TENDER NUMBER: DPWFS (T) 005//2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS

Schedule of Equipment (Includes ICT equipment and software)

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signature: Date:

Name: Position:

Tenderer:

TENDER NUMBER: DPWFS (T) 005//2025
DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)

FORM: PARTICULARS OF TENDERERS PROJECTS			
Project title:	APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS		
Contract no:	DPWFS (T) 005/2025	Closing date:	15 December 2025
Advertising date:	21 November 2025	Validity period:	120 Days

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required. Failure to furnish the particulars will result in the tender offer being disqualified from further consideration.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects: Appointment letter(s) must be provided to buttress the information supplied below.

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
1						
2						
3						
4						
5						

TENDER NUMBER:

DPWFS (T) 005//2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Projects currently engaged in		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Present progress
6							
7							
8							
9							
10							
11							
12							
Name of Tenderer		Signature			Date		

Acceptance of Bid Conditions and Bidder's Details

Bid no: _____

Name of Bidder: _____

Authorised signatory:

Name of Authorised

Signatory

Position of Authorised

Signatory

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this bid.

[Note to the Bidder: The Bidder must complete all relevant information set out below.]

(a) **CENTRAL SUPPLIER DATABASE (CSD) INFORMATION**

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:

Supplier Number	
Unique registration reference number	

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

(b) BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':	
Individual Bidder	
Joint Venture/ Consortium	
Leading Contractor with Subcontractors	
Other	

(c) REQUIRED INFORMATION

If Individual Bidder:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

If Joint Venture or Consortium, indicate the following for each partner: *insert separate page if necessary	
Partner 1	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	
Partner 2	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

If bidder is a Leading Contractor using Sub-contractors, indicate the following:	
Leading Contractor	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub-contractors *insert separate page if necessary	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

C1.1 - Form of Offer and Acceptance

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: **APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS**



C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature..... Date.....

Name and Surname..... Capacity.....

for the Tenderer

Name of organization.....

Address of organization.....

Name of witness.....

Signature of witness.....

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work.

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 above.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: **APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS**



public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name **MR. SIZA MTOLO**

Capacity: **ACTING HEAD OF DEPARTMENT: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

for the Employer

FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
P.O Box 690
Bloemfontein

Name of witness.

Signature of witness.....

Date

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

SECTION 2:

TERMS OF REFERENCE

FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

FREE STATE PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

TENDER NO: DPWFS 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS.

PROJECT BACKGROUND

The Department of Public Works & Infrastructure is expecting the qualified professional service provider to pay participants stipends working under EPWP programmes and learnerships for a period of three years. It must also be considered that the service provider will fulfil and ensure that monthly stipends of participants are paid on time, accurately, directly, via electronic transfer on the last day of each month based on the payment registers submitted by the Department.

Objectives of the Bid / Tender

- ❖ **The Objectives of this bid is to invite tenders for a payment system of stipends to participants working on EPWP programmes and learnerships implemented by the Department of Public Works & Infrastructure.**
- 1. The Objectives of this bid is to invite tenders of a qualified professional service provider for a payment system of stipends to participants working on EPWP programmes and learnerships implemented by the Department of Public Works & Infrastructure.
- 2. The services should be rendered for a period of three (3) years depending on the availability of the budget for programmes/projects implemented.
- 3. The qualified professional service provider will cater for the following in-house implemented programmes:
 - a) Cleaning and Greening programmes.
 - b) Cash for Waste programme.
 - c) Community Work Programme
 - d) National Youth Service

1. SPECIAL CONDITIONS OF TENDER / CONTRACT REGULATION

1.1 Service Level Agreements

- 1.1.1 The appointed Service Provider will be required to sign Service Level Agreements.
- 1.1.2 This is a compulsory document to legitimise the contract between the Department and the Service Provider.

1.2 Contract Duration

- 1.2.1 The payment of stipends services will be rendered for a period of 36 months and will be subject the following matters:
 - a) The service will be rendered on an ad hoc basis and thus be project based.
 - b) Availability of budget and continued need of the service by the Department.
 - c) Performance of the Service Provider of the appointed service provider in line with the bid requirements and service level agreement.

1.3 Compliance with all the relevant legislation

1.3.1 The preferred service provider will be expected to uphold and comply with all the applicable laws of the Republic in rendering these service, including the following:

- a) The Basic Conditions of Employment Act (no. 75 of 1990).
- b) Unemployment Insurance Fund Act (no. 63 of 2001)
- c) Compensation for Occupational Injuries and Diseases Act of 1997
- d) EPWP Ministerial Determination 4 of 2012.
- e) EPWP implementation guidelines.
- f) Labour relations act.
- g) Occupational Health and Safety act.
- h) Public Finance Management Act.

1.4 Non-responsiveness:

1.4.1 A bid will be declared to be non-responsive if it does not comply with the mandatory requirements listed below, including any bid conditions which stipulated in this bid document.

1.4.2 Does not attend a briefing Session as stipulated in the special conditions.

1.4.3 If the bidder did not initial and sign each page of the tender documents.

1.5 Qualifications of bidder's conditions:

1.5.1 The preferred bidder/s will be expected to have NQF level 6 or equivalent qualification in Human Resource Management, Finance, Accounting or related fields. At-least two key personnel who will be working on the project should have these minimum qualifications.

1.5.2 Where the bidder qualifies his/her bid and the department finds the bidder's condition to be materially unacceptable.

1.5.3 This does not preclude the department from requesting the bidder to withdraw unacceptable conditions.

1.6 Penalties

Penalties will be applied as follows:

1.6.1 A deduction of 5% of the total administration fees that are earned or would have been earned during a payment run where non-delivery or poor performance occurred (Non delivery or poor performance will be on the basis of stipulated duties of the entity appointed).

1.6.2 Where more than 5% of the participants were not paid on time or were paid contrary to the monthly payment registers.

1.7 Over payments

1.7.1 The responsibility to recover amounts that were overpaid to participants will rest with the service provider at own expense.

1.7.2 Where the Department has paid invoices that include the amount overpaid, such amount will be repaid to the Department.

1.8 Confidentiality

1.8.1 The service provider undertakes to respect the privacy of the EPWP participants, labourers and/or learners and undertake to ensure the security and confidentiality of their personal information as per Protection of Personal Information Act 2013.

- 1.8.2 All personal details relating to the EPWP participants, labourers and/or learners remain the property of the Department and will **NOT** be used or disseminated for any purpose or in whatever form other than for which it was originally intended without the prior consent of the Department.

1.9 Compliance with Specifications

- 1.9.1 Failure to comply with the specifications will result in the bid being declared non-responsive.

2. DUTIES OF THE TRAINING PROVIDER

2.1 Fulfil the following requirements with regards to payment:

- 2.1.1 The monthly stipends must be paid on the last working day of each month based on the payment registers submitted by the Department.
 - 2.1.2 Submit monthly payment records and evidence for all paid participants
 - 2.1.3 Pay stipends accurately, on time and directly, via electronic transfer, into the Participants bank accounts.
 - 2.1.4 The Department will provide the Banking details and personal details of all the participants
 - 2.1.5 Provide a detailed pay slip to participants at payment date.
 - 2.1.6 In the event of the non-transfer or underpayment of funds, ensure that payment is effected within 24 hours of the date that the worker should have been paid through a direct deposit of funds into the participants' bank account
 - 2.1.7 In case a participant was not paid or underpaid due to a mistake on the part of the service provider, all charges related to the rectification will be for the account of the service provider.
 - 2.1.8 In the case where the participants were not paid or underpayment through the fault of the Department, the charges related to the rectification will be for the account of the Department.
- 2.2 Keep and maintain a record-keeping system that enables prompt verification of workers and payment related details
 - 2.3 Keep records of all leave taken by workers as well as any leave payments made. The department shall provide information on leave that was taken by learners.
 - 2.4 Effect any changes to participant/learner details (additions and/or terminations) that will have an effect on the payroll.
 - 2.5 Keep, maintain and report on payments to participants.
 - 2.6 Provide an appropriate facility that will enable the department to have access to records. This may take the form of electronic access to participant records or through electronic transfer of information.
 - 2.7 Create a participant profile and a participant data base with name, surname, ID no, wage rate, address, etc. for each project.
 - 2.8 Where a bidder residing outside of Free State is appointed, it will be compulsory for that bidder to establish an office within the Free State Province where operations for this service will be executed.
 - 2.9 Maintain a bank guarantee financial facility monthly which the department can activate / access should disbursement of stipends be delayed to the appointed service provider for whichever technical reasons.
 - 2.10 In the event that the Department is unable to timeously meet its obligation in terms clause 2 of this agreement the service provider shall access the credit facility outlined in 2.9 of this agreement to ensure that remuneration is effected to participants in accordance with payroll.
 - 2.11 Access to the credit facility outlined at 2.9 shall not attract any interest against the Department.
 - 2.12 Register all participants with Department of Labour and produce proof of Good Standing with UIF & COIDA.
 - 2.13 Prepare all U19 documents for all exited participants during the duration of contract and facilitate their claims.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: **APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS**



3. COMMUNICATION CHANNELS

- 3.1** The Service Provider will communicate with the Departmental official delegated for each project appointed for this service.
- 3.2** All the enquiries the Service Provider has relating to contractual matters will need to liaise with the delegated official.

4. MONITORING OF SERVICE PROVIDER

- 4.1** The Service Provider will be expected to conduct joint monthly meetings with the Departmental officials for reconciliation of payments.
- 4.2** Special meetings will also be conducted on ad hoc basis as and when a need arises. The service provider should always plan for at least one monthly reporting, monitoring and evaluation meeting during the duration of the contract.

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public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

SECTION 3:
CONTRACT DATA
GENERAL CONDITIONS OF CONTRACT (GCC)
SERVICE LEVEL AGREEMENT (SLA)

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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public works & infrastructure
Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.



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| | 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 |

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Department:
Public Works & Infrastructure
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Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

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| 4. Standards | 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 5. Use of contract documents and information; inspection | 5.1 | The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the. 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, 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. |
| | 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. |

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS

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| 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 | <p>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.</p> <p>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.</p> |
| 10. Delivery and documents | <p>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</p> |



furnished by the supplier are specified in SCC.

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| | 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 services | 13.1 | <p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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 | <p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 |

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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.

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| 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 | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 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 amendments | 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 supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> |

- 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 for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of 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.

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- 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.
- 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. Anti-dumping and countervailing duties and rights** 24.1 When, after the date of bid, provisional payments are required, or anti-dumping and countervailing duties are imposed, or the amount of a duties and rights provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force Majeure** 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the 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.
- 25.2 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.
- 26. Termination for insolvency** 26.1 The purchaser may at any time terminate the contract by giving written 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.

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| 27. Settlement of Disputes | 27.1 | If any dispute or difference of any kind whatsoever arises between the 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. |
| | 27.2 | 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. |
| | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| | 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| | 27.5 | 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. |
| 28. Limitation of liability | 28.1 | Except in cases of criminal negligence or willful misconduct, and in 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. |
| 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. |

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

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|--|------|--|
| | 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 (NIP) Programme | 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. |
| 34. Prohibition of Restrictive practices | 34.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). |
| | 34.2 | If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. |
| | 34.3 | If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned. |

General Conditions of Contract (revised July 2010)

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

**ALL THE RELEVANT ANNEXURES, AS LISTED
HEREAFTER, SHOULD BE ATTACHED HERE:**

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Mandatory documents

ANNEXURE A

The bidder must attach the following documentary proof here:

Provide unique security Personal Identification Number (PIN) issued by the South African Revenue Services and/or Central Supplier Database's MAAA number which will be used to verify the valid tax compliance status of the bidding entity. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate unique security Personal Identification Number (PIN). The successful bidder/s tax status will be confirmed, for compliance, at the time of award.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Mandatory documents

ANNEXURE B

The bidder must attach the following documentary proof here:

Attach a valid detailed report as a proof of registration on the National Treasury's Central Supplier's Database (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate or a unique security personal Identification number).

- However, Joint Ventures, Partnerships, including Unincorporated Partnerships must register on the CSD within 15 days of the date of the bid being awarded to the successful bidder.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Mandatory documents

ANNEXURE C

The bidder must attach the following documentary proof here:

Each bidder must attach a valid letter of good standing issued by the department of Labour.

- It will be expected of bidders to provide proof of compliance to Compensation for Occupational Injuries and Diseases Act (COIDA).

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Mandatory documents

ANNEXURE D

The bidder must attach the following documentary proof here:

Attach a valid proof of a payroll system (i.e. Valid copy of a license)

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Mandatory documents

ANNEXURE E

The bidder must attach the following documentary proof here:

Attach duly completed and signed Annual Financial Statements Declaration for the preceding financial year (e.g. for the financial year ended 28 February 2025). Attach the income statement and the balance sheet as support for the declaration. Where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate complete and signed Annual Financial Statements Declaration in line with the aforementioned requirements.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Mandatory documents

ANNEXURE F

The bidder must attach the following documentary proof here:

- 1) Attach FICA approved documents.
- 2) Attach municipal statement or lease agreement.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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PROVINCE OF THE FREE STATE

Mandatory documents

ANNEXURE G

The bidder must attach the following documentary proof here:

Attach the share certificate/s and certified ID copy/(ies).

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Documents relating to Specific Goals

ANNEXURE H

The bidder must attach the following documentary proof here:

Attach a medical certificate from a Registered Medical Practitioner or a letter of condition from the department of Labour confirming the bidder's disability.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Documents relating to Specific Goals

ANNEXURE I

The bidder must attach the following documentary proof here:

PROJECT 1

Attach Appointment Letter + Reference Letter.

TENDER NUMBER: DPWFS (T) 005/2025

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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Documents relating to Specific Goals

ANNEXURE J

The bidder must attach the following documentary proof here:

PROJECT 2

Attach Appointment Letter + Reference Letter.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Documents relating to Functionality

ANNEXURE K

The bidder must attach the following documentary proof here:

PROJECT 3

Attach Appointment Letter + Reference Letter.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Department:
Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Documents relating to Functionality

ANNEXURE L

The bidder must attach the following documentary proof here:

PROJECT 4

Attach Appointment Letter + Reference Letter.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Documents relating to Functionality

ANNEXURE L (continued)

The bidder must attach the following documentary proof here:

PROJECT 5

Attach Appointment Letter + Reference Letter.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION: APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Public Works & Infrastructure
PROVINCE OF THE FREE STATE

Documents relating to Functionality

ANNEXURE L (continued)

The bidder must attach the following documentary proof here:

PROJECT 6

Attach Appointment Letter + Reference Letter.

TENDER NUMBER: DPWFS (T) 005/2025

DESCRIPTION:

APPOINTMENT OF A SUITABLY QUALIFIED PROFESSIONAL SERVICE PROVIDER TO ADMINISTER THE MONTHLY PAYMENT OF STIPENDS TO PARTICIPANTS IN EPWP PROGRAMMES AND LEARNERSHIPS ON BEHALF OF THE FREE STATE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS



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Other Documents relating to his bid / proposal

ANNEXURE M

THE BIDDER MUST ATTACH ANY OTHER DOCUMENTARY PROOF, NOT EARLIER LISTED, HERE: