



# destea

department of  
economic, small business development,  
tourism and environmental affairs  
FREE STATE PROVINCE

## BID DOCUMENT

APPOINTMENT OF A PANEL CONTRACTORS TO ASSIST THE DEPARTMENT WITH DAY TO DAY MAINTENANCE IN THE FORM OF REFURBISHMENT BUILDING, PLUMBING, ELECTRICAL, MECHANICAL, CIVIL AND FENCING WORKS REQUIRED AT RESORTS AND RESERVES OWNED BY THE DEPARTMENT FOR A PERIOD OF THREE YEARS

**BID NUMBER: TEE: 01/2025/26**

**CLOSING DATE: 29 AUGUST 2025**

**TIME: 11H00 AM**

**VALIDITY PERIOD: 120 DAYS**

**SUBMIT BID DOCUMENTS TO:**

**113 St ANDREW STREET**

**BLOEMFONTEIN, 9301**

**NB: All bidders must indicate their names and CSD Registration number:**

**NAME OF COMPANY / FIRM: .....**

**MAAA: .....**

**CIDB CRS NUMBER: \_\_\_\_\_**

## BID VALUE RANGE (TABLE 8 OF THE REGULATIONS)

A registered contractor's grading designation (indicated in the first column, below), means that the contractor is considered capable of undertaking a contract in the range of bid values indicated in the third and fourth columns (Grading 3 - 6)- in the contractor's registered class of construction works.

CONTRACTOR GRADING DESIGNATION	EXPRESSION VALUE RANGE DESIGNATION	RANGE OF EXPRESSION VALUES		TICK RELEVANT GRADING DESIGNATION	INDICATE CIDB REGISTRATION CRS NUMBER
		GREATER THAN	LESS THAN OR EQUAL TO		
<b>3GB</b> - Class of construction Works (General Building - GB)	3	R 1, 000, 001	R 3, 000, 000		
<b>4GB</b> - Class of construction Works (General Building - GB)	4	R 3, 000, 001	R 6, 000, 000		
<b>5GB</b> - Class of construction Works (General Building - GB)	5	R 6, 000, 001	R 10, 000, 000		
<b>6GB</b> - Class of construction Works (General Building - GB)	6	R 10, 000,001	R 20, 000, 000		
<b>3ME</b> - Class of construction Works (Mechanical - ME)	3	R 1, 000, 001	R 3, 000, 000		
<b>4ME</b> - Class of construction Works (Mechanical - ME)	4	R 3, 000, 001	R 6, 000, 000		
<b>5ME</b> - Class of construction Works (Mechanical - ME)	5	R 6, 000, 001	R 10, 000, 000		
<b>6ME</b> - Class of construction Works (Mechanical - ME)	6	R 10, 000,001	R 20, 000, 000		
<b>3EB</b> - Class of construction Works (Electrical - EB)	3	R 1, 000, 001	R 3, 000, 000		
<b>4EB</b> - Class of construction Works (Electrical - EB)	4	R 3, 000, 001	R 6, 000, 000		
<b>5EB</b> - Class of construction Works (Electrical - EB)	5	R 6, 000, 001	R 10, 000, 000		
<b>6EB</b> - Class of construction Works (Electrical - EB)	6	R 10, 000,001	R 20, 000, 000		
<b>3EP</b> - Class of construction Works (Electrical - EP)	3	R 1, 000, 001	R 3, 000, 000		
<b>4EP</b> - Class of construction Works (Electrical - EP)	4	R 3, 000, 001	R 6, 000, 000		
<b>5EP</b> - Class of construction Works (Electrical - EP)	5	R 6, 000, 001	R 10, 000, 000		
<b>6EP</b> - Class of construction Works (Electrical - EP)	6	R 10, 000,001	R 20, 000, 000		
<b>3CE</b> - Class of construction Works (Civil Engineering - CE)	3	R 1, 000, 001	R 3, 000, 000		

<b>4CE</b> - Class of construction Works (Civil Engineering - CE)	4	R 3, 000, 001	R 6, 000, 000		
<b>5CE</b> - Class of construction Works (Civil Engineering - CE)	5	R 6, 000, 001	R 10, 000, 000		
<b>6CE</b> - Class of construction Works (Civil Engineering - CE)	6	R 10, 000,001	R 20, 000, 000		
<b>3SO</b> - Class of construction Works (Water Supply and Drainage - SO)	3	R 1, 000, 001	R 3, 000, 000		
<b>4SO</b> - Class of construction Works (Water Supply and Drainage - SO)	4	R 3, 000, 001	R 6, 000, 000		
<b>5SO</b> - Class of construction Works (Water Supply and Drainage - SO)	5	R 6, 000, 001	R 10, 000, 000		
<b>6SO</b> - Class of construction Works (Water Supply and Drainage - SO)	6	R 10, 000,001	R 20, 000, 000		
<b>3SQ</b> - Class of construction Works (Steel Security Fencing - SQ)	3	R 1, 000, 001	R 3, 000, 000		
<b>4SQ</b> - Class of construction Works (Steel Security Fencing - SQ)	4	R 3, 000, 001	R 6, 000, 000		
<b>5SQ</b> - Class of construction Works (Steel Security Fencing - SQ)	5	R 6, 000, 001	R 10, 000, 000		
<b>6SQ</b> - Class of construction Works (Steel Security Fencing - SQ)	6	R 10, 000,001	R 20, 000, 000		

**NB: THE BIDDER MUST TICK THE APPROPRIATE BLOCK THAT THEY ARE SUBMITTING BID FOR.**

The successful bidder/s will be required to attend to general maintenance, electrical and mechanical work and fencing in the Resorts and Reserves as follows:

<b>District</b>	<b>Resorts and Reserves</b>	<b>Closest Town</b>	<b>Indicate by using a "X" against the Resorts/Reserves of your choice</b>
<b>Mangaung</b>	Soetdoring	Soutpan	
	Barthurst	Bloemfontein	
	Rustfontein Dam	Botshabelo	
	Maria Moroka	Thaba Nchu	
	Caledon	Wepener	
	Phillip Saunders	Bloemfontein	
<b>Thabo Mofutsanyana</b>	Sterkfontein	Harrismith	
	Seekoievlei	Memel	
<b>Lejweleputswa</b>	Sandveld	Hoopstad	
	Willem Pretorius	Venterburg	
	Erfenis Dam	Theunissen	
<b>Xhariep</b>	Gariep Dam	Gariep	
	Tussen die Riviere	Bethulie	
	Kalkfontein	Fauresmith	
<b>Fezile Dabi</b>	Koppies Dam	Koppies	

- Bidders must only tick Resorts/Reserves which they want to operate within. If no bidder has been appointed to a specific Resorts/Reserves the department reserves the right to appoint a service provider closest to the Resorts/Reserves

## **THE BID**

### **PART E1: BID PROCEDURES**

#### **T1.1 – BID NOTICE AND INVITATION**

# PART T1: BIDDING PROCEDURE

## T1.1: Bid Notice and Invitation to Bid

The Department of Economic, Small Business Development, Tourism and Environmental Affairs, invites Bids for the following:

Project title:	<b>DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS HEREBY INVITES BIDS TO REGISTER ON PANEL OF CONSTRUCTION CONTRACTORS (3 – 6GB, 3 – 6ME, 3 – 6CE, 3 – 6EB, 3 – 6EP, 3 – 6SO &amp; 3 – 6SQ) ON “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS</b>		
Bid No:	TEE01/2025/2026		
Advertising date:	25 July 2025	Closing date:	29 August 2025
Closing time:	11:00am	Validity period	120 Days
Supply Chain Management	Mr Brandon Bosch 082 385 3005 boschb@destea.gov.za	Infrastructure Unit	Mr Letlhogonolo Leshope 078 976 2369 leshopel@destea.gov.za

## **BID DOCUMENTS**

- The bid will be advertised on the e-Tender Portal, Tender Bullen and iTender Portal. Bid document will be available from the **25 July 2025**.
- Bid documents can be downloaded from the e-Tender Portal.
- 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 bind.
- Tenders must be deposited in the tender box situated at 113 St Andrew Street, Bloemfontein, 9301, **(bid box situated at ground floor)**, Each bid must be submitted in a separate, clearly marked sealed envelope and must be **submitted** by no later than **11:00 am** on **29 August 2025**.
- Please note that bids, which are not deposited in the relevant tender box and / or are deposited after the closing date and time, will not be considered. **Faxed tenders will not be considered.**

## EVALUATION CRITERIA

### 1. EVALUATION CRITERIA

- 1.1 **This bid evaluation process shall be evaluated in two stages** with the following stages as mentioned below:

**Stage One:** Proposals will be evaluated on compliance with **Mandatory/Non-Mandatory** requirements and **Functionality criteria**.

**Stage Two:** Proposals will be evaluated through a quotation management system in terms of **Price and Specific Goals Price**.

#### 1.2 Stage one: Compliance with Mandatory Requirements

- 1.2.1 **Tax Compliance:** Bidder(s) must be compliant when submitting a bid and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).
- 1.2.2 Bidders to provide a unique security Personal Identification Number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate or a unique security personal Identification number).
- 1.2.3 It is a condition of this bid that the tax matters of the successful bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations at the point of awarding.
- 1.2.4 The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 1.2.5 **Registration on Central Supplier Database:** The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid
- 1.2.6 Bidders to provide a valid Proof of Registration on the National Treasury's Central Supplier's Database (Provide valid MAAA number / CSD Registration Report). Where Consortium/ Joint Venture/ Sub-contractors are involved, each party to register in CSD

1.2.7 **CIDB registration:** Each Potential Bidder who submits a BID must be registered with CIDB in one of the following Grading Levels: **3 – 6GB, 3 – 6ME, 3 – 6CE, 3 – 6EB, 3 – 6EP, 3 – 6SO & 3 – 6SQ**. A valid CIDB CRS number must be provided as proof of active membership.

1.2.8 **COIDA requirement:** Attached a valid Letter of Good Standing issued by the Department of Employment Labour in terms of **COIDA (Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993)** related to service specified (**Building/Construction Services**).

**1.3 Stage one: Evaluation on Functionality – CIDB grading 3 – 6GB, 3 – 6ME, 3 – 6CE, 3 – 6EB, 3 – 6EP, 3 – 6SO & 3 – 6SQ Contractors:**

1.3.1 Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders. The minimum score for Functionality which each bidder must obtain is **75** points out of **100** points.

1.3.2 The functional evaluation criteria will be as follows:

Criteria for functionality	Criteria description	WEIGHT
<b>CAPACITY OF THE CONTRACTOR TO EXECUTE THE WORKS</b>	Capacity of the Contractor to execute the works. In order to qualify here, the Contractor will have to demonstrate their capacity/ ability to execute the works needed (General Building, Mechanical Engineering, Electrical works – Buildings, Electrical Engineering – Infrastructure, Water Supply and Drainage and Steel Security Fencing)	40
	The projects will be scored in accordance with the following:	
	<b>CIDB GRADING 3</b> <ul style="list-style-type: none"> <li>Projects from R 800 000 up to R 1 000 000 or higher – 40 points</li> <li>Projects from R 650 000 up to R 800 000 – 20 Points</li> <li>Project from R 500 000 up to R 650 000 – 10 Points</li> </ul>	
	<b>CIDB GRADING 4,5 and 6</b> <ul style="list-style-type: none"> <li>Projects from R 2 500 000 up to R 3 000 000 or higher – 40 points</li> <li>Projects R 1 750 000 up to R 2 500 000 – 20 Points</li> <li>Project R 1000 000 up to R 1 750 000 – 10 Points</li> </ul>	
	Supporting documents required to support the claims above. (Corresponding orders/appointment letters, completion certificates and reference letters for projects must be submitted as proof to support claims made above). Bidders must submit all the requested documents as proof in order to be awarded the points. <i>Notes:</i> <ul style="list-style-type: none"> <li>All appointment letters / Purchase Orders, completion certificates, and reference letters must be on the letterhead of the employer which is dated, and signed.</li> <li>Submission of completion certificates without corresponding appointment letters or the submission of appointment letters without</li> </ul>	



	<p><i>corresponding completion certificates will not be considered for scoring purposes, therefore points will be forfeited.</i></p> <ul style="list-style-type: none"> <li><i>The submission of practical completion certificates without its corresponding appointment letters, and the submission of completion certificates without its corresponding appointment letters will not be accepted.</i></li> <li><i>Failure to complete and sign schedule of the Bidder's Experience will result in the bidder forfeiting these points.</i></li> <li><i>Only projects which were awarded and completed in the last five (5) years will be considered.</i></li> </ul>	
CRITERION	GUIDELINE FOR CRITERION	SCORE
QUALIFICATION OF KEY STAFF	<p>Construction Company must have competent and qualified individuals to implement and manage the projects successfully. Here, Contractors will have to submit certified copies of qualifications.</p> <ul style="list-style-type: none"> <li><b>Construction Manager</b> with a relevant built environment qualification at NQF Level 6 (Diploma or equivalent) <b>(20 points)</b> <b><u>TOTAL YEARS OF EXPERIENCE:</u></b> <ul style="list-style-type: none"> <li>4 or higher – 20 points</li> <li>3 to 4 years – 16 points</li> <li>2 to 3 years – 12 points</li> <li>1 to 2 years – 08 points</li> <li>0 to 1 year – 04 points</li> </ul> </li> </ul> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li><i>Failure to complete the Resource Information Sheet Form and provide certified and valid supporting documents will result in the bidder forfeiting these points.</i></li> <li>Competent Construction Manager who will be committed to the project on at all times, i.e. any replacement of a key member must be made with a staff member who has similar qualification and experience.</li> </ul>	30
	<ul style="list-style-type: none"> <li><b>Construction Supervisor</b> with a relevant built environment qualification at NQF Level 5 or equivalent: <b>(10 points)</b> <b><u>TOTAL YEARS OF EXPERIENCE:</u></b> <ul style="list-style-type: none"> <li>4 or higher – 10 points</li> <li>3 to 4 years – 08 points</li> <li>2 to 3 years – 06 points</li> <li>1 to 2 years – 04 points</li> <li>0 to 1 year – 02 points</li> </ul> </li> </ul> <p><i>Notes:</i></p> <ul style="list-style-type: none"> <li><i>Failure to complete the Resource Information Sheet Form and provide certified and valid supporting documents will result in the bidder forfeiting these points.</i></li> </ul>	
ACCESS TO FUNDING	<ul style="list-style-type: none"> <li>Provide Bank statement for the amount of R500 000 – 10 points</li> <li>Loan/Access to funding from a reputable house/accredited financial service provider – 10 points</li> <li>Both bank statement and access to funding – 20 points</li> <li>No funding – 0 points</li> </ul>	20
HEALTH AND SAFETY MANAGEMENT	<ul style="list-style-type: none"> <li>Provide Methodology and Project Plan to demonstrate Health and Safety Plan) – 10 points</li> <li>No submission of Methodology/project/CV – 0 points</li> <li>Curriculum Vitae of the person who prepares the Contractor's Health and Safety Plan</li> </ul>	10
TOTAL		100

## 1.4 Stage Two: Evaluation on Price and Specific Goals

1.4.1 The **80/20** preference point system will be used to evaluate quotations when projects are implemented on “as and when basis”.

1.4.2 Bids will be evaluated in terms of the Preferential Procurement Regulation, 2022, Regulation 4 and in terms of the formula to calculate the point out of 80 for price and 20 in terms of specific goals.

• Price	80 points
• Specific Goals	<u>20 points</u>
<b>Total points</b>	<b>100 points</b>

1.4.3 To claim points for Specific Goals, bidders to duly completed and signed SBD 6.1 – Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

1.4.4 Bidders are required to complete the preference claim form (SBD 6.1) and submit the required documents to claim points for specific goals. A valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy of a valid sworn affidavit (DTIC format) signed by the representative and attested by a commissioner of oath.

**NB: Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.**

1.4.5 Failure on the part of the Bidder to comply with paragraphs 18.4 above will be deemed that points for specific goals are not claimed and will therefore be allocated a zero (0).

**1.5 Recommendation and award:** The Department reserves the right to appoint one or more contractors on each category of works and grading. Only bidders who score the minimum number of points for functionality will be considered for appointment on to the panel and the Department reserves the right to limit the number of contractors appointed on each category and grading based on the points each contractor scores on the functionality.

## 1.7 Negotiations

1.7.1 The Department reserves the right to negotiate prices with shortlisted bidders in order to arrive at an acceptable market-related price.

## 1.8 Rotations

1.8.1 Upon approval by and on the discretion of the Accounting Officer/Authority of the Department, **SERVICE PROVIDERS** may be rotated.

## **TERMS OF REFERENCE**

### **2. TERMS OF REFERENCE**

- 2.1.** It is the intention of the Department of Economic, Small Business Development, Tourism and Environmental Affairs to enter into a formal contract with a service provider/s that will carry out the services described hereunder. These Terms of Reference and the Service Provider's registration will form the basis of the framework agreement.
- 2.2.** Framework agreements are designed to allow the employer to invite bids from contractors to carry out work on an "as and when" instructed basis over a set term. Framework agreement is between two parties that establish the terms for the construction works or services over period of time within a broad scope of work without guaranteeing any quantum of goods, services or works.
- 2.3.** The essential elements of a framework agreement are:
- a.** A framework agreement is only entered into with contractors who have the resources and the capacity to carry out work that is likely to be instructed.
  - b.** A framework agreement uses Bills of Quantity as the basis by which contractors are to be remunerated for instructed work by the employer.
  - c.** The scope of work of a framework agreement needs to identify the extent and location of the work covered by the contract as the employer may not instruct a contractor to provide work outside of the scope of work associated with the contract.
  - d.** Contractors may only proceed with work associated with the work when an official order to do so have been issued.
  - e.** Employers are not permitted to issue an order after the end date of the term of the framework agreement.
  - f.** Any work commenced before the end of the term of a framework contract may continue until the end date provided in the official order.
- 2.4.** **The above-mentioned processes, methods and procedures will be provided in detail in section 4.**
- a.** **Section 1: Summary of Brief**  
Panel registration are requested from CIDB registered service providers with grading of **3 – 6GB, 3 – 6ME, 3 – 6EB, 3 – 6CE, 3 – 6EP, 3 – 6SQ, and 3 – 6SO.** (General

Building, Mechanical and Electrical Works, Electrical Engineering Works – Building, Electrical Engineering Works – Infrastructure, Water Supply and Drainage for Buildings & Steel Security Fencing or Precast Concrete). Service providers must have experience and qualification to undertake implementation of construction, renovations, refurbishment and other related projects implemented by for the Department of Economic, Small Business Development, Tourism and Environmental Affairs.

**b. Section 2: Project Description**

**Background**

The Department of Economic, Small Business Development, Tourism and Environmental Affairs seeks to accelerate delivery of an infrastructure in the Resorts and Reserves in order to improve revenue collection and meet its objective of providing quality service in the province.

It is against this background that the Department of Economic, Small Business Development, Tourism and Environmental Affairs is seeking to register service providers, in the form of construction companies for the implementation of infrastructure projects for period of three (3) years from date of approval.

**c. Section 3: Project Purpose / Objectives**

The Department of Economic, Small Business Development, Tourism and Environmental Affairs intends to establish a data base of service providers capable of implementing construction, renovations, refurbishment, and other related projects in the Resorts and Reserves. In an effort to ensure that the Department improve revenue collection, therefore, sufficient resources and effective measures need to be put in place. To achieve this, the Department needs to have a readily available pool of contractors which can be called upon to assist in the roll out of infrastructure projects as and when requested. The DESTEA would like to invite contractors to be included into a framework contract, with no guarantee of any quantum of works. The objective is to have a readily available panel of contractors which can be called upon to perform work in the different classes of construction works on an as-and-when basis.

In an effort to fast track the delivery and implementation of projects, DESTEA would like to establish a framework contract with contractors that can be called upon to perform the following classes of work:

- General building (GB)
- Mechanical Engineering (ME)

- Electrical Engineering (EB)
- Electrical Engineering (EP)
- Civil Engineering (CE)
- Water Supply and Drainage for Buildings (SO)
- Steel Security Fencing (SQ)

**d. Section 4: Scope of work**

**i. Scope of Work**

The Department has various infrastructure projects that need to be implemented in various Resorts and Reserves. These projects include:

- Construction of new projects.
- Renovations & refurbishment
- Auxiliary building works
- Repair works
- Servicing and repairs of industrial equipment
- Upgrading, maintenance and issuing of COCs on Electrical Works
- Plumbing maintenance services, including mainline pipelines, valves, manholes and testing services.
- Water and drainage for buildings
- Steel Security fencing

**ii. Competitive bidding process**

Those who are qualified will be requested by the employer on a rotational basis in terms of price, a detailed bill of quantities in competitive bidding process in line with the Preferential Procurement Policy Framework Act (PPPFA).

**iii. Remuneration Framework**

The appointed service providers will be remunerated based on work completed, subject to measurement of a priced bill of quantities, verified by the employer's delegated project manager.

**iv. Service level agreement**

Prior to the commencement of any task order, the service provider shall enter into the relevant construction contract based on the nature of the project and the scope of works. Such document must be made available to the employer at no additional cost.

# **STANDARD CONDITIONS FOR THE CALLING FOR BIDS**

## **Annex D**

### **Standard Conditions for the calling for Bids**

#### **D.1 General**

##### **D.1.1 Actions**

D.1.1.1 The employer and each respondent submitting bids shall comply with these conditions for bid. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

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

#### **Note:**

1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

#### **D.1.2 Supporting documents**

The documents issued by the employer for the purpose of obtaining bid are listed in the submission

data.

### D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for bid.

D.1.3.2 For the purposes of these conditions for the calling for bid, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
- ii. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

### D.1.4 Communication and employer's agent

Each communication between the employer and a respondent shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a respondent. The name and contact details of the employer's agent are stated in the submission data.

## D.2 Respondent's obligations

### D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

#### D.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

#### D.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

#### D.2.4 Acknowledge addenda

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

#### D.2.5 Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

#### D.2.6 Seek clarification

Request clarification of the submission documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.

#### D.2.7 Making a submission

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original and each copy of the submission as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.



#### D.2.8 Information and data to be completed in all respects

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

#### D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for expressions of interest apply equally to the extended deadline.

#### D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

### D.3 Employer's undertakings

#### D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

#### D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

#### D.3.3 Late submissions

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain

a forwarding address), to the respondent concerned.

#### D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

#### D.3.5 Non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

#### D.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

#### D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for bid;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the bid.

#### D.3.8 Non-responsive submissions

Reject all non-responsive submissions.

#### D.3.9 Evaluation of responsive submissions

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within a month of the evaluation report being accepted by the employer.

#### D.3.10 Provide written reasons for actions taken

Provide upon request written reasons to respondents for any action that is taken in applying these conditions, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of respondents or might prejudice

fair competition between respondents.

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 - List of Returnable Documents**

#### **FREE STATE PROVINCIAL GOVERNMENT**

#### **DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

**BID NO: TEE01/2025/206**

**DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS HEREBY INVITES BIDS TO REGISTER ON PANEL OF CONSTRUCTION CONTRACTORS (3 – 6GB, 3 – 6ME, 3 – 6EB, 3 – 6CE, 3 – 6EP, 3 – 6SQ, and 3 – 6SO) ON “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS**

#### **E2.1 List of Returnable Documents**

The bidder must complete the following returnable documents:

- **List of Returnable Documents required (Mandatory)**
- Provide a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate or a unique security personal Identification number).
- Provide a valid Proof of Registration on the National Treasury's Central Supplier's Database.
- Each Potential Bidder who submits bids for General building category of works must be registered with CIDB in one of the following Grading Levels: **3 – 6GB, 3 – 6ME, 3 – 6EB, 3 – 6CE, 3 – 6EP, 3 – 6SQ, and 3 – 6SO**. A valid CRS number must be provided as proof.
- A valid Letter of Good Standing issued by the Department of Labour.

#### **Required for tender evaluation purposes**

- Schedule of the Tenderer's Experience (Particulars of Tenderers Projects)
- Certificate of Resolution of Board of Directors.

- Certificate of Resolution of Board of Directors to enter into a Consortia or Joint Ventures.
- Certificate of Special Resolution of Consortia or Joint Ventures.
- Provide proof of qualifications and experience of key staff. Complete and sign the Resource Information Sheet.
- Proof of address
- Curriculum Vitae of the person who prepares the Contractor's Health and Safety Plan
- Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
- Curriculum Vitae of all supervisory staff

- **C1.1 Offer and Acceptance**

- **C1.2 Contract Data (Part 2)**

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.2 - Returnable Schedules**

**PART A  
INVITATION TO BID**

BID NUMBER:	TEE: 01/2025/2026	CLOSING DATE:	29 AUGUST 2025	CLOSING TIME:	11h00
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DESCRIPTION: APPOINTMENT OF A PANEL CONTRACTORS TO ASSIST THE DEPARTMENT WITH DAY TO DAY MAINTENANCE IN THE FORM OF REFURBISHMENT BUILDING, PLUMBING, ELECTRICAL, MECHANICAL, CIVIL AND FENCING WORKS REQUIRED AT RESORTS AND RESERVES OWNED BY THE DEPARTMENT FOR A PERIOD OF THREE YEARS

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

Bid Box at main entrance at: 113 St Andrew Street, Bloemfontein, 9301

By Hand (Courier Only): Mr Brandon Bosch, Supply Chain Management Section, Ground Floor, 113 St Andrew Street, Bloemfontein, 9301

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr Brandon Bosch	CONTACT PERSON	Mr Letlhogonolo Leshope
TELEPHONE NUMBER	082 385 3005	TELEPHONE NUMBER	078 976 2369
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	boschb@destea.gov.za	E-MAIL ADDRESS	leshopel@destea.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
TELEPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

**A CSD REPORT WILL BE UTILISED TO DETERMINE THE NUMBER OF PREFERENCE POINTS TO BE CLAIMED. A LETTER FROM THE RELEVANT AUTHORITY WILL BE REQUIRED AS PROOF TO CLAIM POINTS FOR OWNERSHIP BY PERSONS LIVING WITH DISABILITY**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**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.**

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. <b>BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</b></p> <p>1.4. <b>WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</b></p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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**

2.3.1 If so, furnish particulars:

.....

### 3 DECLARATION

---

<sup>1</sup> 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.

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 consortium<sup>2</sup> 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

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<sup>2</sup> 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.

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

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

This preference form must form part of all the 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

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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;
- 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 points is allocated for price on the following basis:

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

#### 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 points is allocated for price on the following basis:

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{max}$  = 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:

- 4.2. 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, stipulate in the case of—
- (a) An invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system.
  - (b) Any other invitation for tender, that either the 80/20 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 the 80/20 preference point system.

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

Specific Goals		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) To be completed by bidder	Proof to be provided to claims points
	Persons or category of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.			
1. Black ownership (50% black ownership and more)		10		(i) Sworn Affidavit in the DTIC Format or SANAS accredited B-BBEE Certificate  (ii) Companies and intellectual property commission company registration (CIPC)
2. Black Women ownership (50% black women ownership and more)		5		
	Reconstruction and Development Programme (RDP) Goals			
3. The promotions of enterprises located in Free State Province.		5		Municipal Account in the name of the bidder/ lease agreement between the Landlord and bidder - Valid for six (6) months from the date of advertisement

#### 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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) 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;
- iv) 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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

# PART C1: AGREEMENT AND CONTRACT DATA

## C1.2 Contract Data

### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (2015) 3<sup>rd</sup> Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53.

### PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	
1.2.1	The Defects Liability period is <b>twelve (12) months</b> .
1.2.2	The time for achieving Practical Completion is 9 months from the Commencement Date, including non-working days and special non-working days.
1.2.3	The name of the Employer is the <b>FREE STATE DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (DESTE)</b>
1.2.4	The Department will use the Departmental Infrastructure
1.2.5	The Pricing Strategy is re-measurement contract.
1.2.6	<p>The Employer's address for receipt of communications is:</p> <p><b>Physical address:</b> 113St Andrews Street Bloemfontein 9301</p> <p><b>Postal address:</b> P.O. Box X20801 Bloemfontein 9301</p>
1.2.7	The EMPLOYER'S QUANTITY SURVEYOR and the Project Steering Committee is required to obtain the specific approval of the Employer for any expenditure in excess of the Contract Price.
1.2.8	<p>Where the Employer is not required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within 14 days from the Commencement Date:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme and Cashflow (refer to Clause 5.6)</li> </ul>



Clause	
	<ul style="list-style-type: none"> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> <li>• Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications)</li> </ul> <p>Where the Employer is required to apply for a permit to do construction work in terms of Construction Regulation 3(1), the following documentation is to be submitted within 14 days from the date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect:</p> <p>The documents required before commencing to carry out the Works:</p> <ul style="list-style-type: none"> <li>• Health and Safety Plan (refer to Clause 4.3)</li> <li>• Initial Programme and Cashflow (refer to Clause 5.6)</li> <li>• Security (refer to Clause 6.2)</li> <li>• Insurance (refer to Clause 8.6)</li> <li>• Form C1.4 'Agreement in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993' to be signed by the Contractor and the Employer (refer to Clause 4.3 of the GCC 2015 and to paragraph E9. CONTRACTOR'S RESPONSIBILITIES in Part E of C3.3 Particular Specifications)</li> </ul> <p>And:</p> <p>The documents required by the Employer to apply for a permit to do construction work in terms of Regulations 3(1) and (2) of the Construction Regulations 2014:</p> <ul style="list-style-type: none"> <li>• Temporary works designer's appointment duties in terms of Regulation 6(2) as have been agreed upon plus proof of registration with ECSA [CR 3(5)(b)(iii) read with CR 5(1)(e) and CR 6(2)];</li> <li>• Evidence that the contractor has made adequate provision for the cost of Health and Safety, i.e., Bill of quantities [CR 3(5)(b)(iii) read with CR 5(1)(g)];</li> <li>• Evidence that the Principal contractor has the necessary competencies to carry out construction work safely, viz., schedule of activities, relevant appointments and proofs of competency [CR 5(1)(h)];</li> <li>• Valid Letter(s) of Good Standing for the appointed Principal Contractor(s) [CR 3(5)(b)(ii) read with CR 5(1)(j)].</li> </ul>
1.2.9	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Work and Site Information.
1.2.10	<p>The non-working days are Sundays.</p> <p>The special non-working days are the construction industry year end break, all foreseeable statutory election days as declared by National Government, and the following statutory public holidays as declared by National Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill.</p> <p>The construction industry year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the following year.</p>

Clause	
1.2.11	The penalty for failing to complete the Works at the Due Completion Date is The penalty for failing to complete the Works is 0,05% of the Contract Sum per day. The Contractor is to note that delay penalties, in addition to monies still owed to the Contractor (including retention monies) and the Guarantee, shall effectively be used to address additional costs incurred by the Employer, such as the Engineer's construction monitoring fees and other service providers' fees and wayleave extension costs, as a result of the Works not being completed at the Due Completion Date.
1.2.12	The Contractor shall commence executing the works within twenty-eight (28) days of the Commencement Date or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.
1.2.13	The requirements for achieving Practical Completion are all those for the Works to reach a state of readiness, fit for the intended purpose and occupation without danger or undue inconvenience to the Employer.
1.2.14	The latent defect period is ten (10) years.
1.2.15	The security to be provided by the Contractor shall be a Performance Guarantee of 10% of the Contract Sum and 10% Retention up to a limit of 5% of the Contract Sum. The Performance Guarantee is to be worded as per the document included in C1.3.
1.2.16	The percentage allowance to cover overhead charges and profit shall not exceed 10%.
1.2.17	Contract Price Escalation is applicable to this Contract.
1.2.18	Price adjustments for variations in the costs of special materials are not allowed.
1.2.19	The percentage retention on the amounts due to the Contractor is 10%.  The limit on retention is 5% of the Contract Price.
1.2.20	The Contractor shall provide the insurances required in terms of clauses 8.6.1.1, 8.6.1.2 and 8.6.1.3 of the General Conditions of Contract.
1.2.21	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 20% of the Contract Sum.
1.2.22	Special Risks Insurance issued by SASRIA is required
1.2.23	The Contractor is to indemnify the Employer against any liability in respect of damage to, or physical loss of the property of any person, or injury to or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993) 2003."
1.2.24	The Contractor is to provide all additional insurances including for, but not limited to, his own employees, vehicles and equipment and plant not incorporated into the Works.
1.2.25	Dispute resolution is to first take place by means of an amicable settlement. The venue of all dispute resolution/determination shall be the <b>FREE STATE DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (DESTEA)</b> offices, Bloemfontein.
1.2.26	If amicable settlement is unsuccessful, the dispute shall be resolved by adjudication.
1.2.27	The number of Adjudication Board Members to be appointed is one (1).

## **ADDITIONAL CLAUSE TO THE GENERAL CONDITIONS OF CONTRACT**

1.2.28	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 25 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.
<b>C3.3</b>	<b>CONTRACT PARTICIPATION</b>  (b) Contract Participation Targets  The Contract Participation Target for local SMME contractors is 30%

## PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institute of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011 805 5947, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)).

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

Clause											
1.1.1.1	The Contractor is .....										
1.1.1.2	<p>The Contractor's address for receipt of communications is:</p> <table><thead><tr><th>Physical address:</th><th>Postal address:</th></tr></thead><tbody><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr><tr><td>.....</td><td>.....</td></tr></tbody></table> <p>Telephone: .....</p> <p>Fax: .....</p> <p>E-mail: .....</p>	Physical address:	Postal address:	.....	.....	.....	.....	.....	.....	.....	.....
Physical address:	Postal address:										
.....	.....										
.....	.....										
.....	.....										
.....	.....										
1(1)(m)	The time for completing the works is ..... days										
37(2)(b)	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%										
46(3)	The rate for special materials, exclusive of value-added tax (VAT) are:.....										

## **C1.3 PERFORMANCE GUARANTEE COMPLETED IN STAGE 2 (PRICING STAGE)**

### **GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....,

Physical address: .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words: .....

.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words: .....

“Expiry Date” means: Date of issue of certificate of completion.....

### **CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

### **PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of documents identified in 4.1 to 4.3:

- 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date.....

Guarantor's signatory (1) .....

Capacity.....

Guarantor's signatory (2) .....

Capacity.....

Witness signatory (1) .....

Witness signatory (2) .....

**C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT COMPLETED IN STAGE 2  
(PRICING STAGE)**

THIS AGREEMENT between **FREE STATE DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (DESTEA)** (hereinafter called “the Employer”) on the one part, herein represented by:

.....in his capacity as.....

and.....  
(hereinafter called “the Contractor”) of the other part herein represented by

.....in his capacity as .....

**WHEREAS** the Employer is desirous that certain works be constructed, being contract:



**APPOINTMENT OF A PANEL CONTRACTORS TO ASSIST THE DEPARTMENT WITH DAY TO DAY MAINTENANCE IN THE FORM OF REFURBISHMENT BUILDING, PLUMBING, ELECTRICAL, MECHANICAL, CIVIL AND FENCING WORKS REQUIRED AT RESORTS AND RESERVES OWNED BY THE DEPARTMENT FOR A PERIOD OF THREE YEARS**

and has accepted a Bid by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993).

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good for the duration of construction, commencing from the handover of the site up to the end of the defect liability period.
3. Should the contract be terminated for any reason, this agreement shall lapse upon the date of termination.
4. The Contractor declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as “the Act”, together with its amendments thereto.
  - (b) All the requirements of the Construction Regulations hereinafter referred to as the “Regulations”, together with any amendments thereto.
  - (c) The Health and Safety Specification of the Employer as pertaining to the Contractor and to all his subcontractors.
5. In addition to the requirements of the contract, the Contractor agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the Act and the Regulations.
6. The Contractor is responsible for the compliance with the Act and the Regulations by all his subcontractors, whether or not selected or nominated and/or approved by the Employer.
7. The Contractor warrants that all his and his subcontractors’ workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
8. The Contractor undertakes to ensure that he and/or his subcontractors and/or their respective employees will at all times comply with the following conditions:
  - (a) The Contractor undertakes to comply with all provisions of the Act and its Regulations.
  - (b) The Contractor will be obliged to report to the Employer on a regular basis regarding compliance by the Contractor with the Act and its Regulations.

- (c) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (d) The Employer hereby records an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Occupational Health and Safety Act into any incident involving the Contractor and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

for and on behalf of the Contractor who warrants to be duly authorised to do so

**Name** : .....

**Designation** : .....

As witnesses:

1. ....

for and on behalf of the Employer who warrants to be duly authorised to do so

**Name:** .....

**Designation:** .....

As witnesses:

1. ....

**C1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993 COMPLETED IN STAGE 2 (PRICING STAGE)**

THIS AGREEMENT between **FREE STATE DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS (DESTEA)** (hereinafter called “the Employer”) on the one part, herein represented by:

.....in his capacity as.....

and.....  
(hereinafter called “the Contractor”) of the other part herein represented by

.....in his capacity as .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

**APPOINTMENT OF A PANEL CONTRACTORS TO ASSIST THE DEPARTMENT WITH DAY TO DAY MAINTENANCE IN THE FORM OF REFURBISHMENT BUILDING, PLUMBING, ELECTRICAL, MECHANICAL, CIVIL AND FENCING WORKS REQUIRED AT RESORTS AND RESERVES OWNED BY THE DEPARTMENT FOR A PERIOD OF THREE YEARS**

**AND WHEREAS** the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);

**NOW THEREFORE** the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the  
**CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: .....

Thus, signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESS: .....

## 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 DESTEA, 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			
8			

#### 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

## 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 DESTEA, 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) \_\_\_\_\_

Fax number: \_\_\_\_\_ (code) \_\_\_\_\_

	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**



## 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 and Infrastructure Works, 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 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) \_\_\_\_\_

Fax number: \_\_\_\_\_ (code) \_\_\_\_\_

## **THE CONTRACT**

### **PART C1: AGREEMENT AND CONTRACT DATA**

#### **C1.1 - Form of Offer and Acceptance**

## **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: **DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS HEREBY INVITES EXPRESSION OF INTEREST TO REGISTER ON PANEL OF CONSTRUCTION CONTRACTORS ON “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THREE (03) 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:**

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 .....

Capacity .....

**for the Tenderer**

(Name and .....  
address of .....  
organization) .....  
.....

Name and  
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 C3: Scope of work.
- Part C5: Additional returnable Documents

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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 **Dr. M NOKWEQU**  
Capacity **HEAD OF DEPARTMENT: DESTEA**

**for the  
Employer**     DESTEA  
                  113 St Andrew Street  
                  Bloemfontein

Name and .....

Signature of witness .....

Date .....

## Schedule of Deviations

1. Subject	.....
Details	.....
	.....
	.....
2. Subject	.....
Details	.....
	.....
	.....
3. Subject	.....
Details	.....
	.....
	.....
4. Subject	.....
Details	.....
	.....
	.....

5. Subject .....

Details .....

.....

.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



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

<b>FORM: PARTICULARS OF TENDERERS PROJECTS</b>			
<b>Project title:</b>	<b>DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS HEREBY INVITES BIDS TO REGISTER ON PANEL OF CONSTRUCTION CONTRACTORS (3 – 6GB, 3 – 6ME, 3 – 6EB, 3 – 6CE, 3 – 6EP, 3 – 6SQ, and 3 – 6SO) ON “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS</b>		
<b>Expression no:</b>	<b>TEE 01/20252026</b>	<b>Closing date:</b>	<b>29 August 2025</b>
<b>Advertising date:</b>	<b>25 July 2025</b>	<b>Validity period:</b>	<b>120 days</b>

**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						

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

1.2. Completed projects: Both appointment letter(s) and completion certificates linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Projects completed in the previous 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
11							
12							
13							

Name of Tenderer	Signature	Date

**Resource Information Sheet (CV) – Competent Construction Manager who will be committed to the project on at all times**

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE (CONSTRUCTION MANAGER):

DATE:

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
7								
8								
9								
10								
11								
12								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE



**Resource Information Sheet (CV) – Competent Construction Supervisor who will strictly focus on the project**

Professional Registration(s)	
Professional Registration Number(s):	
Date of Birth:	
ID number:	
Employed by:	
Number of years with current employer	
Position held with current employer	

SIGNATURE OF RESOURCE (CONSTRUCTION SUPERVISOR):

DATE:

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
1								
2								
3								
4								
5								
6								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
7								
8								
9								
10								
11								
12								

Key projects worked on (align to evaluation requirements)	Name of project	Role in Project	Project Value	Duration of Project	Project Start Date	Project End Date	Reference Name	Reference Contact number
13								
14								
15								
In your opinion why you would be the right resource for this project, based on your experience?								

NAME:

SIGNATURE OF RESOURCE:

DATE

**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.2 - Contract Data**

**CONTRACT PERIOD**

**36 MONTHS**

**FREE STATE PROVINCIAL GOVERNMENT**

**DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS**

**TENDER NO: TEE: 01/2025/2026**

**Description: DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM AND ENVIRONMENTAL AFFAIRS HEREBY INVITES BIDS TO REGISTER ON PANEL OF CONSTRUCTION CONTRACTORS (3 – 6GB, 3 – 6ME, 3 – 6EB, 3 – 6CE, 3 – 6EP, 3 – 6SQ, and 3 – 6SO) ON “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THREE (03) YEARS**

**C1.2 Contract Data**

The Conditions of Contract are clauses of the JBCC Series Principal Building Agreement (Edition 6.2) published by the Joint Building Contracts Committee or any other construction contract approved for use in the Public Sector.