



BID NO: SCMU10-24/25-0002

FOR

APPOINTMENT OF A SERVICE PROVIDER FOR GARDENING SERVICES AT MTHATHA AIRPORT FOR A CONTRACT PERIOD OF 36 MONTHS

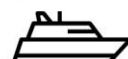
BID DOCUMENT

ISSUED BY

DEPARTMENT OF TRANSPORT
PRIVATE BAG X0023
BHISHO
5605

TEL: (043) 6047 544
FAX: (086) 648 6340

NAME OF BIDDER: _____



For ease of reference, Bidders shall enter their Price in the space provided below:

Bid Sum (amount in words)

.....

.....inclusive of VAT

Bid Sum (amount in figures) R.....inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER:

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Province of the Eastern Cape
Department of Transport
Directorate: Transport Operations
Sub-directorate: Infrastructure Operations

Appointment of a service provider for
Gardening Services at Mthatha Airport for a
contract period of 36 months
SCMU10-24/25-0002

SECTION 1: BID NOTICE

Province of the Eastern Cape
Department of Transport
Directorate: Transport Operations
Sub-directorate: Infrastructure Operations

Appointment of a service provider for
Gardening Services at Mthatha Airport for a
contract period of 36 months
SCMU10-24/25-0002

BID NOTICE NO.: SCMU10-24/25-0002

Bids are hereby invited for the provision of security services at **Mthatha Airport , R61 Ngcobo Road** for a period of 36 months.

Bid documents will be available as from 9h00 on **Friday 19 April 2024** from the Departmental website (www.ectransport.gov.za) and E-portal on the following website: www.e-tenders.gov.za.

A compulsory clarification meeting will be held at Mthatha airport on **Friday 26 April 2024 at 11:00 am**. No tender documents will be available at the clarification meeting.

The completed Bid documents must be placed in a sealed envelope, clearly marked: **SCMU10-24/25-0002; APPOINTMENT OF A SERVICE PROVIDER FOR PROVISIONING OF GARDENING SERVICES AT MTHATHA AIRPORT FOR A CONTRACT PERIOD OF 36 MONTHS**, and be deposited in the Bid Box situated at Ground floor foyer, 23 Cowan Street Stellenbosch Park King Williamstown not later than **11H00** on **Friday, 10 May 2024**, when the bids will be opened in public.

Bidders must take particular note of the following:

- Bids will be evaluated based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2022 Regulations.
- Bidders must have registered on the Centralised Supplier Database prior submitting the bid document. The Department of Transport will not sign a contract with any service provider before the Registration on the Central Supplier Database (CSD) has been confirmed.
- Bidders must also submit a Tax Compliance Status PIN code in order to verify their tax status with SARS
- Pricing must be in accordance with the current Labour rates.
- Bidders must submit proof of UIF
- Bidders must submit proof of workmen's compensation
- Bidders must submit proof of Liability coverage to the value of R1 million Rand
- **Failure to comply will render the bid non- responsive.**

No late, posted, telephonic, or faxed bids / proposals will be considered.

The lowest/any bid will not necessarily be accepted.

Enquiries should be directed to:

Mr. P. Nqikashe | Telephone: 043 6047 7727 Cell: 067 419 8001 (Admin Enquiries)

Mr. MN Khopotse | Cell: (060 9876975) (Technical Enquiries)

Furthermore

- Bidders are required to be registered with Central Supplier Database (CSD) prior to submitting this bid (see <https://secure.csd.gov.za/>).
- The tenderer is in good standing with SARS as verified on the Central Supplier Database.
- The tenderer or any its directors or shareholders is not listed on the register of tender defaulters in terms of the prevention and compacting of corrupt activities Act of 2004 as a person prohibited from doing business within the public sector.
- The tenderer has not abused the employers Supply Chain Management System or failed to perform on any previous contract and has been given written notice to this effect.

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SECTION 2: BID CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract given in Section 3 and the Department's Policy on Supply Chain Management shall apply to this contract.

2. BID FORM

All bids shall be made on the bid forms incorporated in this document.

3. EVIDENCE OF EXPERIENCE OF BIDDERS

Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details:

Employer for whom the work was performed;
Nature of work;
Value of work;
Year completed.
Recommendation / reference letter from previous work completed.

Failure to complete this statement may prejudice the bid as being submitted by an inexperienced Bidder and it may be rejected for such reason.

4. COMPLETION OF BIDS

The Bidder shall complete all forms in black ink.

Mistakes made by the Bidder in the completion of the forms shall not be erased. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Bidder. Failure to observe this rule may lead to the bid being disqualified.

Bids shall be ineligible for consideration unless submitted on the forms bound in this document.

A bid shall not be considered if alterations have been made to the bid form, unless such alterations have been duly authenticated by the Bidder, or of any particulars required therein have not been completed in all respects.

No unauthorized amendment shall be made to the bid form or to any other part of the bid document. If any such amendments are made, the bid may be rejected.

Bids submitted in accordance with this bid document shall not have any qualifications. Any point of difficulty of interpretation shall be cleared with the Eastern Cape Department of Transport as early as possible during the bid period. Should any query be found to be of significance, The Eastern Cape Department of Transport will inform all Bidders accordingly as early as possible.

5. SUBMISSION OF BIDS

Each Bidder is required to return the complete set of bid documents with all the required information and complete in all respects.

Bidders shall not tamper with the bid documents which shall be submitted as issued. Any bid documents found to have been unbound and rebound could be deemed to be unacceptable.

Bids, in sealed envelope clearly marked

“Bid No: SCMU10-24/25-0002 THE PROCUREMENT OF SERVICE PROVIDER FOR GARDENING SERVICE AT MTHATHA AIRPORT FOR A PERIOD OF 36 MONTHS.

and the Bidder’s name and address, shall be deposited in the Bid Box situated at **C Block Foyer, Old Stellenbosch Park Building, Department of Transport, Flemming Street, King William’s town, 5601**, not later than 11H00 on 10 May 2024 Bids may not be faxed or e-mailed. Bids shall be opened in public shortly thereafter. Late bids shall be rejected.

6. DATA TO BE FURNISHED AT BID STAGE

Bidders shall submit with their bids the information that is applicable and as may be required in terms of the specifications. The Employer reserves the right, in the event of such details being insufficient, to call for further information. The Bidder shall furnish such additional information within seven (7) days of being called upon to do so.

7. WITHDRAWAL OF BIDS

A Bidder may, without incurring any liability, withdraw his bid. This will be a written advice and received before the date and time of closure of this bid. The notice must be received by the Eastern Cape Department of Transport, before the closure of this bid.

8. COSTS WHICH DEFAULTING BIDDERS MAY BE CALLED UPON TO PAY

Should the Service Provider, after he has been notified of the acceptance of his bid, fail to enter into a contract when called upon to do so, within the period stipulated in the conditions of bid or within such extended period as the Employer may allow, the Service Provider holds himself liable for any additional expense which may incur in having to call for bids afresh and/or in having to accept any less favorable bid and that if he purports to withdraw his bid within the period for which he has agreed that it shall remain open for acceptance.

The Service Provider shall indemnify the specified from any claim capable of being made against him either under the statute of common law in respect of any damage to any person or property arising out of the execution of this contract.

9. MINIMUM WAGES

Any bid that contains proposals for wages that are less than the minimum wage according to sector Determination shall be rejected. Film price for a period of three years including employee increments.

10. ACCEPTANCE OR REJECTION OF BIDS

Bids may be rejected if they show any additional items not originally included in the bid document. Conditional or incomplete offers, irregularities of any kind in the bid forms, or if the bid rates and amounts are obviously unbalanced and the Bidder, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven (7) days having received notification to that effect.

The Employer does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or any part of a bid as it may deem expedient, nor will it assign any reason for the acceptance or rejection of any bid, be it the whole or part of a bid.

11. SITE INSPECTION/BIDDERS MEETING

A formal compulsory site inspection/bidders meeting will be held at the site on **26 April 2024, at Mthatha Airport -R61 Ngcobo Road –Mthatha at 11h00am.**

12. FAILURE TO RETURN BID DOCUMENTS

A Bidder who does not submit a bid does not have to return the bid documents after the closing date for the receipt of bids.

13. TAXES AND LEVIES

Bidders shall include Value Added Tax (VAT) in their bid rates.

14. EVALUATION OF BIDS

Bids will be evaluated based on Functionality and Price based on the 80/20 preference point system in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and 2022 Regulations thereto.

Price

80 points will be awarded to the bidder submitting the lowest price (all other bidders will receive points proportionately thereto):

Calculation of points for specific goals

- 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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	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 the tenderer)
Historically Disadvantaged Individuals Ownership		
Black ownership	Min 0 Max 10	% ownership
women ownership	Min 0 Max 10	% ownership
youth ownership	Min 0 Max 10	% ownership
disabled people ownership	Min 0 Max 10	
(a) Local Municipality –	Min 0 Max 10	

The points for specific goals will be distributed as per the table below.

To Score points for Black Ownership the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%BOE (CIPC/ CSD)}{100} \times MHDI (Max = 5)$$

SGP= Specific goals points

MHDI= Maximum points for Historical disadvantaged individuals

BOE = Black Ownership Equity

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
Historically Disadvantaged Individuals		
Black ownership	10	% ownership as per CIPC / CSD
Women Equity Ownership	5	
Locality:-		
(a) Preferred address on the CSD in the OR Tambo District in Eastern Cape not changed in the last 3 years.	5	
b) Alternative address on the CSD in the Eastern Cape not changed in the last 3 years.	3	
(c) Outside Eastern Cape (i) including preferred address less than 3 years. (ii) Alternative address less than 3 years	2	

➤ **Historically Disadvantaged Individual (HDI): Black Ownership**

Means a South African Citizen: who, due to the apartheid policy that had been in place, had no franchise in national elections
Central Supplier Database (CSD) report will be used.

It is the onus of the bidder to provide proof of ownership equity status

➤ **Locality:**

Locality shall mean' Fully functional office within the Province of the Eastern Cape. Satellite shall mean an office with minimum staff of not more than 3 personnel running the office on fulltime. Locality Points will be allocated for proof of local office operations in Eastern Cape. The primary address on CSD and proof of ownership under the bidding company will be used for choice Locality.

15. BID VALIDITY PERIOD

Bids must remain valid for a period of NINETY (90) days from the closing date of the bid.

16. ACCEPTANCE OF BID

The Department does not bind itself to accept the lowest or any bid received and reserves the right to accept the whole or part of the bid.

17. PENALTIES

In the event that the Contractor fails to produce registers as specified in Chapter 4 "Project Specification", the Employer may deduct 5% of the invoice amount.

SECTION 3: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

- The latest General Conditions of Contract [GCC] and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za.
- Bidders must familiarize themselves with these GCCs

SECTION 4: TERMS OF REFERENCE

TERMS OF REFERENCE FOR GARDENING SERVICES AT MTHATHA AIRPORT

1. Purpose

The Department of Transport intends to appoint a reputable service provider(s) to render the Gardening Services at Mthatha Airport for a period of thirty-six (36) months.

2. Background

The Department of Transport requires a service provider for the Procurement of Gardening services at Mthatha Airport for a contract period of thirty-six months.

3. Scope of Work

3.1. Deliverables:

- The main deliverables of the Service Provider are as follows:
 - Gardening services and Grass Cutting at Mthatha Airport for a period of 36 months.

- **Areas to be covered are as follows:**

A. The Gardens and Beatification services (22 173 m²)

- Car Park, Terminal building (front and back) and Car Rental Areas

Schedule: Daily

- Removal of Refuse (All dust bins outside Car rental building and car rental).
- Cleaning of the Car Park e.g. pick up papers and bottles, sweep.
- Removal of any Dirt (bottles, papers)
- Constant Weeding and trimming of trees
- Planting of shrubs in the car park area to beautify the landside area
- Planting of Flowers according to the season (indigenous plants would be preferred)
- Weed removal on all tared/paved areas.
- Planting of grass where the soil is eroding
- Plants to be waters and planted (seasonally)
- Cleaning of flowerpots (weeding, planting and watering)
- Remove dirt at smoking areas (cigarette budded)
- Sweep the car park, in front and back of Terminal building and Car rental area
- Cleaning of drains on landside
- Cigarette-ends and other refuse shall be removed from daily from the sand boxes and pot plants
- This will require **2** personals daily (it is encouraged that females be considered as well)

- The Airside Apron

Schedule: Daily

- Removal of Refuse (Including FOD)
- Cleaning of the two aprons.
- Removal of any Dirt (e.g bottles, papers, stones)
- Weed removal on all tared/paved areas (Runway and Taxiway).
- Cleaning of drains on airside to sewer ponds
- This will require **8** personals.

B. The Runway Area should be kept at all times in the following manner weather permitting or not

Areas	Measures
Grass to be kept short & neat from the runway (Long RY edge)	118,160 m²
Grass to be kept short & neat from the runway (Both islands)	105,047 m²
Island between Runway and Taxiway grass to be kept short and neat (Both islands)	97,184 m ²
Grass to be kept short and neat from island between apron and fire station	15,684 m²
Grass to be kept short and neat around approach lights up	30365 m²
Grass and weeds to be kept cut neat and short along the perimeter fence and around the lights (chemical to be used Roundup)	6m (5m on the light side & 1m on fence side) x 10000m = 60,000 m²
Cleaning and removal of grass/bushes growing on both aprons, taxiways and runway and taxiway lights	230,454 m²
Cleaning and Grass cutting of all islands in front and the military base apron including the Fire simulator.	44,831 m ²

- Grass cutting on the airside to be done with a tractor and length of the grass not shorter than 15cm
- Edges close to lights to be cut with grass cutter and to use blower and broom to sweep the dirt

C. The Hanger Area Including Power Centre, EOC, Gate 2 and Fire Station

Areas	Measures
Area around the Fire station building and between fire station and taxiway	7,450 m²
Area covering power centre and EOC building up to gate 2	7,435 m²
Area around the terminal building	2,167 m²
Grass to be kept short & neat around zinc hangers	15,945 m²
Area around fire simulator	3,000 m²
Area from simulator to the white hangar gate (on both sides of the road)	8,550 m²
Cleaning and Grass cutting area at indicator boards on taxiway and runway and PAPI lights	5,400 m²

D. Grass cutting Landside areas covered (Car rental, Car park, Entrance, VOR)

Areas	Measures
Areas around Car Rental building (Back and Front) and slope	6,819 m²
Area at entrance from Gate 2 to Terminal building	3,326 m²
Area around VOR	14,873 m²
R61 Ncgobo road to gate 1	10,873 m²
Please note all areas inside the fence of the airport must be cut	

E. Additional work to be done:

- In the event of trees/bushes growing in the grass areas, these must be removed and chemicals to be used to stop the tress from regrowing once chopped down
- In the event of the grass growing around remote sites, e.g. VOR, the cutting must be done.
- The Airside must be kept clear of all trees
- The disposal of the skipper (big bin) Contract with KSD skip (waste removal this to be done weekly

The total grass area to be cut around the perimeter fence (inside) is 17KM as shown during the briefing / site visit, 3 meters from the concrete paving on both side of the concrete road.

NB: In all aspects the winning bidder must make sure that the numbers proposed for the will be able to cover the areas mentioned according to the SLA.

- The Airside must be kept clear of all trees
- The disposal of the skipper (big bin) to be done weekly and contract with KDS Municipality on the behalf of the department.
- Contractor must be on site daily Supervisor to report daily to Safety Manager. Reports to be submitted weekly to the Safety Manager
- The contractor must use a tractor to cut the grass and grass cutting machines that are serviced with proof every two months.

Equipment & Personnel:

- Minimum of 10 employees (for this contract on landside and airport totalling 10) to be stationed at the airport to maintain the garden and the grass in a good condition. When necessary 3 more people will be needed depending on the season.
- One of the 10 employees must be able to read and write for reporting purposes, with necessary resources to effectively achieve the duties and responsibilities of the supervisor.
- **Road worthy tractor with valid disc** (Can be owned or rented but will be checked but safety manager) must be available to be used by the bidder's employees to cut the grass to the standard measure.
- **Road worthy vehicle (Bakkie/Van) with valid disc** (Can be owned or rented but must be based at the airport full time.) – Must have strobe light and marked with company logo.

- All equipment will be randomly get checked by Safety Manager to make sure they are safe to be used.
- Chainsaw needed and protective gear for it
- Spades, wheel borrows, garden tools, grass cutters and refuse bags
- Blower to sweep away dirt quickly.
- PPE (hats, gloves, safety boots, rainsuits and reflectors) not limited to the listed items must be complaint at all time and must have the company name.
- Working hours are from 06:00 to 18:00 (Monday to Friday)
- Working on Saturday and Sunday as per flight schedule.

GENERAL REQUIREMENT FOR STAFF SA CAA REQUIREMENT

- ❖ Supervisor must be on site daily (Toolbox talks to be done monthly and proof to be submitted to DoT Project manager).
- ❖ All staff to have **general health checks** on the start of the contract and every 2 years thereafter.
- ❖ **Training**
 - All staff to be trained on **Security Awareness** (to be done a SACAA Accredited institution)
Contractor will be given 3 months to get certified companies will be provide to you by Security Manager
 - All staff to be trained on **Airside induction** to be done a SACAA Accredited institution)
Contractor will be given 3 months to get certified companies will be provide to you by Safety Manager.
 - Supervisor/ driver to get **AVOP** training to be able to drive on the airside.
 - **PARTAC** training to be able to speak on the radio with ATNS and fire station. **(radio to be procured by the contractor and frequency will be provided)**
 - Supervisor must obtain **OHS certificate**
- ❖ All staff to receive the correct PPE in terms of the contract. New uniform will be provided annually e.g. (hats, gloves, safety shoes, reflector with company logo, uniform, goggles) not limited to this list. Company will be given 3 months to provide.
- ❖ All staff to do fingerprint clearance before the contract starts and must be submitted to Security permit office. Forms can be obtained from this office.
- ❖ Supervisor to attend all meetings of DoT and report on status of garden services
- ❖ **NB: If staff resign or are dismissed new staff will have to be trained at the cost of the Contractor. All refresher training to be done every 2 years at the cost of the contractor**

4. Training of Personnel

- 4.1. The Contractor shall provide the necessary training programmes including initial and refresher courses to ensure that all personnel possess, at all times, the necessary expertise to execute their functions in accordance with the specification and to the satisfaction of the Employer.
- 4.2. New personnel must be mentored by existing personnel to allow for a proper induction phase.

- 4.3. The Contractor is responsible for the training of his staff at the centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Employer's Emergency Co-ordinator.
- 4.4. Should any employee of the Contractor not perform his duties to the satisfaction of the Employer, the Contractor shall forthwith remove such Employee from the site and replace him/her with an alternative competent staff member.
- 4.5. The Employer may perform any tests, as he considers necessary from time to time to ensure that the service provided by the Contractor is acceptable in terms of the specification. The Employer or his representative will however not act as supervisors and any such tests or absence thereof, shall not relieve the Contractor of his responsibilities under this Contract.

5. Occupational Health and Safety

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

5.1. The contractor: -

- 5.1.1. acknowledges that it is fully aware of the terms and conditions of the Act;
- 5.1.2. acknowledges that it is an employer in its own right with duties and responsibilities as prescribed in the Act; agrees to ensure that all Services shall be performed, and all equipment shall be used in accordance

With the provisions of the Act accepts accountability for its employees and subcontractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act;

- 5.1.3. agrees to comply with all rules and regulations implemented by or on behalf of the Employer relating to health and safety and will inform the Employer immediately should contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

5.2. The contractor shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract.

5.3. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

6. Service Level Agreement

It is recorded that the Employer and the service provider may from time to time agree in writing to additional quality requirements and standards relating to the Services together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

7. Breach and Termination

Bidders are referred to General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract and delayed execution.

8. Loss and Damage

Contractor hereby indemnifies the State/Employer/Institution and will hold the State harmless/Employer/institution, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of contractor or the failure of contractor to provide the Services in accordance with the provisions of the contract.

9. Transfer Management

Upon termination of the contract for whatever reason contractor shall assist the Employer to transfer the Services to the Employer, or to another service provider designated by the Employer. Without detracting from the generality of this obligation, contractor shall, to the extent required by the Employer, provide the Employer or the third party service provider with all information and documentation required to enable the Employer or such service provider to provide the Services, it being recorded that this obligation shall not oblige contractor to deliver any documentation which is proprietary or confidential to contractor.

10. Sub-Contractors

The contractor may only sub-contract its obligations under the contract with the prior written consent of the Employer (or any other authorized authority) and then only to a person and to the extent approved by the Employer or such authority and upon such terms and conditions as the Employer or such authority require. It is recorded that where such consent is given the contractor shall remain liable to Employer for the performance of the Services.

11. Strikes

The Contractor undertakes that strikes by his personnel will not influence the rendering of this service.

12. Insurance and Indemnity

- 12.1. The contractor shall be held responsible for any loss of, or damage to, or theft of, or destruction of any property belonging to the Department of Transport which he/she is contracted to secure. The Contractor shall immediately inform the Department of such loss, damage, destruction or theft.
- 12.2. The contractor shall furnish to the Employer upon the effective date of this Agreement, insurance underwriter's certificates evidencing that the Contractor is in full compliance with all the above described insurance requirements (including the insuring of the Contractor's contractual liability under this Article) and that:

12.2.1. The Employer, its officers, agents and employees shall be named as additional insurers there under.

12.2.2. The Contractor's policy requires the insurer (s) to give thirty – (30) days prior written notice of any cancellation or material alteration of the policies of insurance, or any parts thereof in a manner averse to the Employer.

12.2.3. The Contractor's insurers waive rights of subrogation against the Employer, its officers, employees, and agents to the extent of the contractor's indemnification obligations set forth Herein: and

12.2.4. The Contractor's insurance policy is endorsed to include a cross-liability clause.

12.3. The Contractor agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

12.4. The Employer agrees that it will give to the Contractor prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Contractor and the Contractor shall have the right to participate in the defense of the same to the extent of its own interest.

13. Professional Indemnity, all Risks, Insurances, Warranties, guarantees, Licensing & on-site support

14. Minimum Requirements

Key personnel:

- Supervisor to have grade 12.
- Can read and write in English.
- 1 year experience as supervisor.

NB: CV and qualification must be attached

Company:

- A company must have performed contracts with a value of **R1 500 000.00** million in the last five (5) years in Gardening services.
- The company experience in relation to the scope of work; Bidders shall give satisfactory evidence of actual experience in the class of work being bid for, incorporating the following details: The bid award letter / signed contract must provide for the following information and must be in the client's letter heads.

- Nature of work;
 - Duration of the contract;
 - Value of work;
 - Year completed
- Provide proof of physical address for the office establishment (CSD primary address will be used)

NB: Failure to meet any of the above minimum requirements may render the bidder non-responsive and will not be considered.

15. Monitoring and Reporting

- Establishment of the Project Management Steering committee to comprise of DOT Contracts Management, End User, Service Provider and any other stake holder relevant to the project
- A project steering committee will be established to monitor performance and certify invoices prior to payment.

16. Duration of The Project

- The term of the project will be thirty-six (36) months from the date of acceptance of the award/ purchase order.

17. Validity of BID

- The validity of the offer is ninety (90) days.

18. General conditions of Contract

- The latest general conditions of contract law will apply.
- Where special conditions of the contract are in conflict with these general conditions, the special conditions shall apply.

19. Special Conditions of Contract

a. Conditions of Contract

- The service provider awarded the contract is expected to charge fees at the rates not higher than those issued by the Department of Labour
- The ceiling price of the bid to be completed on the Pricing Schedule form must reflect all costs including VAT and disbursements.

- No late, faxed, electronically transmitted, photocopied, incomplete, copies or unsigned bids will be accepted. Only original bids fully completed and filled in black ink will be accepted.
- It is critical for service providers to fully present the credentials of key personnel to be assigned to projects.
- The Department shall not enter into a contract where a company has directors, partners or employees who are employed by the state where permission has not been granted by the Executive Authority.
- All documents submitted and/or produced shall become the property of the DOT.
- The service provider undertakes to provide the professional resources required to attain the project objectives.
- Service Providers who have entered into a consortium / Joint Venture must attach signed agreements by all partners and each party thereto must comply with all the bidding requirements.
- Bidders are requested to submit one envelope marked on the outside indicating the name of the bidding company (Bidder) and the bid number;
- The overall price must be in **Rand** and must be inclusive of VAT where applicable;
- The selected service provider will have to sign a Service Level Agreement and SBD 7.2 contract form with the Department of Transport immediately upon acceptance of the bid.
- The service provider undertakes to act as an independent contractor in respect of all work to be done.
- The service provider shall, in all professional matters, act as a faithful adviser to the DOT and, in so far as any of its duties being discretionary, act fairly between DOT and third parties;
- The service provider shall execute and complete the work strictly in accordance with this contract to the satisfaction of the DOT;
- The service provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in the contract for the work to be rendered;
- The service provider shall not have the power or authority to enter into any contract or otherwise to bind or incur any liability on behalf of the DOT;
- The service provider must be registered in the Centralised Supplier Database (CSD); The CSD registration report must have been printed at least ten (10) days prior the closing date of the bid
- It's the responsibility of every bidder to provide the Department with a SARS "PIN" to verify the tax compliance status at any time prior to the award of the bid.
- DOT will not be liable to reimburse any costs incurred by any service provider during the proposal /bidding process;

- The service provider shall attend meetings with officials whenever required to do so by the representative for the purpose of obtaining information or advice in regard to the work and assignments or any matters arising thereof;
- Replacement of candidates for this assignment will not be allowed except in extreme cases and the new candidates must possess the same educational and training qualifications or higher than that of the predecessor which will be agreed upon in writing between the service provider and the Department.
- All the submitted documents must be completed in full and signed where necessary.
- In cases where two or more bidders attain equal number of points in all aspects of evaluation, the bidder who has the highest **preferential specific goal** points will be the preferred bidder.
- If functionality is part of the evaluation process and two or more bidders attain equal number of points and preference points for **preferential specific goal**, the bidder who has the highest points for functionality will be the preferred bidder.
- In cases where there is a tie in all aspects of evaluation then the award must be decided by the drawing of lots.
- Failure to submit the documentation as prescribed may lead to the bid being considered nonresponsive and subsequently rejected / not considered.

20. Evaluation Criteria

- Bids will be evaluated on a 80/20 point system within the ambit of the Preferential Procurement Policy Framework Act (PPPFA) No.5 of 2000 and section 38(1)(a)(iii) of the Public Finance Management Act 1 of 1999 as amended by Act NO.29 of 1999 and Preference Procurement Regulations 2017;
- The evaluation will be carried out in two phases, namely, “functionality” and “price”. Bidders are requested to submit one envelope
- Functionality will be evaluated separately to determine the responsiveness of the bids. The minimum qualifying percentage that will be accepted for functionality is 60%. A bidder who does not obtain a minimum of 60% will be disqualified;
- The final score will be obtained by adding points obtained for price to the preference points;

NB: Points score will be rounded to the nearest two (2) decimals

Functionality

$$Ps = \frac{So * Ap}{Ms}$$

Ms

Where

Ps = Points scored for functionality by bid/proposal under consideration

So = Score of the bid under consideration

Ms = Maximum possible scored.

Ap = Percentage allocated for functionality.

- Bidders score on functionality will not be included in the final points scored but determined to establish functionality abilities.
- The percentages allocated by all panel members must be added together and divided by the number of panel members to establish the average percentage obtained by each individual bidder for functionality;
- The minimum qualifying percentage that will be accepted for functionality is 60%;
- Bids/proposal that do not score the specified minimum percentage for functionality will be disqualified.

PRICE

The 80/20 preference points system:

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

Where

- Ps = Points scored for price by bid under consideration
- Pmin = Lowest acceptable consideration
- Pt = Price of bid under consideration

NB: - The department is under no obligation to award the bid to the bidder scoring the highest or lowest points.

The following information for functionality and weights will be considered in the evaluation of all applications received.

1: Poor, 2: Acceptable, 3: Good, 4: Very Good, 5: Excellent

21. Awarding of Points for Functionality and Price

Functionality

COMPETENCE	WEIGHT	WEIGHT DISTRIBUTION & EVIDENCE REQUIRED	VALUE (1-5)	POINTS
Company experience relevant to the scope of work	40	<ul style="list-style-type: none"> Five (5) or more contracts of the same range and size performed within the last (5) five years in Gardening Services. Combined contract value on Award letters in the client's letter heads signed by the authorized individual 	5	
		<ul style="list-style-type: none"> Three (3) to Four (4) contracts of the same range and size performed within the last (5) five years in Gardening services Combined contract value on Award letters in the client's letter heads signed by the authorized individual 	3	
		<ul style="list-style-type: none"> Two (2) contracts of the same range and size performed within the last (5) five years in Gardening services. Combined contract value on Award letters in the client's letter heads signed by the authorized individual 	2	
Locality	35	<ul style="list-style-type: none"> Company based within the District on which work is to be performed. CSD primary address will be used 	5	
		<ul style="list-style-type: none"> Company based within the Eastern Cape CSD primary address will be used 	3	
		<ul style="list-style-type: none"> Company based outside the Eastern Cape CSD primary address will be used 	1	
Experience of key personnel linked to the project	25	<ul style="list-style-type: none"> Key Personnel – Three (3) or more years' experience in a supervisory position CV must be attached 	5	
		<ul style="list-style-type: none"> Key Personnel – Two (2) years' experience in a supervisory position CV must be attached 	4	
		<ul style="list-style-type: none"> Key Personnel – Minimum of One (1) year experience in a supervisory CV must be attached 	3	
TOTAL POINTS	100			

22. Preferential Claims

Points scored for specified goals as contemplated by the PPPFA and its regulations are then calculated separately and added to the points scored for price to obtain the final score.

23. Specified Goals

Calculation of points for Preferential Points – specific goals will be allocated in the following manner

- 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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
Historically Disadvantaged Individuals		
Black ownership	10	% ownership as per CIPC / CSD
Women Equity Ownership	5	
Locality:-		
(a) Preferred address on the CSD in the OR Tambo District in Eastern Cape not changed in the last 3 years.	5	
b) Alternative address on the CSD in the Eastern Cape not changed in the last 3 years.	3	
(c) Outside Eastern Cape (i) including preferred address less than 3 years. (ii) Alternative address less than 3 years	2	

In the event that two or more bids are equal in all respects, the successful bidder will be the one with the highest functionality percentage and the last option will be the drawing of lots.

24. Compulsory Briefing & Closing Date

- A compulsory briefing meeting is proposed to be held at Mthatha Airport, R61 Ngcobo Road **on 26/ April 2024 at 11H00.**

25. The closing date for submission is Friday **10 May 2024** in the tender box at the ground floor C Block Foyer, Old Building, Stellenbosch Park, King William's Town, 5601.

Submitted documents must be composed of the following:

Tender check list

- SBD 1 - Invitation to Bid
- SBD 3.1 - Pricing Schedule
- SBD 4 - Declaration of interest
- SBD 6.1 - Preference Points Claim Form
- SBD 7.2 - Contract Form for Services
- SBD 8 - Declaration of bidders past supply chain management practices
- Original or certified original copy of B-BBEE level verification certificate or consolidated B-BBEE Status Level Verification Certificate or sworn affidavit
- Tax Compliance Status PIN / CSD registration report
- Letters of reference from previous clients (Must be in logo of that particular institution) with office telephone details.

26. Bid Enquiries

Please refer all enquiries to the following personnel:

Technical Enquiries: Noah Khopotse

Cellphone No.: 079 927 3455

Email: Noah.Khopotse@ectransport.gov.za

Supply Chain Management: Pilasande Nqikashe

Cellphone No.: 067 419 8001

Email: tenders@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

BID FORM

Bid No: SCMU10-XX/XX-0000

Closing time and date: 11h00 02/17/21

This bid shall remain binding for a period of 90 days calculated from the closing date of the bid

I/We the *undersigned hereby offer to the Eastern Cape Department of Transport herein represented by the Accounting Officer (hereinafter referred to as the "Chief Executive", to provide all the personnel, equipment and everything which is or may be necessary in and for the supply and installation of x ray machine and walk through metal detector atr Mthatha Airport in execution of the abovementioned Contract in accordance with the Specifications, Conditions of Contract and subject to the Bid Conditions, to the entire satisfaction of the Accounting Officer for the Bid Price (including VAT) of:

BID PRICE:	=	R.....
	14% VAT	R.....
	TOTAL	R.....

Full Trading Name:.....

Address (Business):.....

.....

Telephone No (Business):.....

Telex-/Fax No:.....

Bankers (specify branch and telephone No):.....

Registration number at EC Treasury:.....

I/We acknowledge that I/we am/are fully acquainted with the contents of the Bid Conditions and that I/we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my/our bid and that I/we elect *domicilium citandi et executandi* in the Republic at:

.....

Has the declaration of interest (ECBD4) been duly completed?

Yes		No	
-----	--	----	--

and included with the other bid forms?

Any bid received which does not include unit prices, itemized prices or any relevant information as requested in the specification may be rejected.

.....
WITNESS
.....

.....
PLACE

.....

SIGNATURE OF BIDDER

.....
NAME OF BIDDER

.....
CAPACITY

.....
DATE

SBD1

**PART A
 INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SCMU10-24/25-0002	CLOSING DATE:	10 May 2024	CLOSING TIME:	11H00
DESCRIPTION	GARDENING SERVICES AT MTHATHA AIRPORT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF TRANSPORT OFFICES					
BLOCK C ENTRANCE FOYER, OLD BUILDING					
KING WILLIAM'S TOWN					
5601					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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 BELOW]
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	MN Khopotse
CONTACT PERSON	P Nqikashe	TELEPHONE NUMBER	079 927 3455
TELEPHONE NUMBER	083 579 3994	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Noah.Khopotse@ectransport.gov.za
E-MAIL ADDRESS	Philasande.Nqikashe@ectransport.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. 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.</p> <p>1.4. 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.</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>
2. TAX COMPLIANCE REQUIREMENTS
<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 WWW.SARS.GOV.ZA.</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>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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.</p>

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
 (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: SCMU10-24/25-0002
Closing Time 11:00	Closing date: 10 May 2024

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value - added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

ECBD 4

ECBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

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

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

DECLARATION OF EMPLOYEES OF THE STATE OR OTHER STATE INSTITUTIONS

This form must be included additional to the SBD.4

1. In terms of section 30 of the Public Service Act;

No employee shall perform or engage himself or herself to perform remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department.

2.

Are any of the shareholders/ directors of your company employed by the State?	Yes/No
---	--------

3.

“State” means –

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Any provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.
- (f) Any Parastatal (A company or agency owned or controlled wholly or partly by the government).

4.

Should you indicate “yes” above, please provide the following details:

No	NAME & SURNAME OF DIRECTOR	STATE INSTITUTION WHERE EMPLOYED	ID NUMBER	EMPLOYEE/ PERSAL NUMBER
1				
2				
3				
4				

5.

Please note: The “state” is clearly defined in paragraph 3 above. In the event that “no” is selected and subsequently any false declaration are detected, the non-disclosure of such “state employment” will be deemed as “fraud”. Therefore the state may reject the bid and in addition may proceed with further action should this declaration prove to be false.

6.

DECLARATION

I, (NAME & SURNAME).....ID NUMBER..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 4 ABOVE IS CORRECT.

.....

..... Signature

Date

.....

.....

Position

Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **90/10 or 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
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 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 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

FORMULAE FOR CALCULATION POINTS

To Score points for Equity Ownership / Disability/ Locality the following formula will be used to calculate the points out of 5 points Max.

$$SGP = \frac{\%OE (CIPC / from BBBEE)}{100} \times MEO (Max = 4)$$

$$(e.g) \text{ Women Equity Ownership} = \frac{89}{100} \times 4 = 3,56$$

Where

SGP= Specific goals points

OE = Ownership Equity

MOE= Maximum points for Equity Ownership

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

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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
Historically Disadvantaged Individuals		
Black ownership	10	
Women Equity Ownership	5	
Locality:-		
(a) Preferred address on the CSD in the OR Tambo District in Eastern Cape not changed in the last 3 years.	5	
b) Alternative address on the CSD in the Eastern Cape not changed in the last 3 years.	3	
(c) Outside Eastern Cape (i) including preferred address less than 3 years. (ii) Alternative address less than 3 years	2	

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.

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

SBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to the Eastern Cape Department of Transport in accordance with the requirements and task directives/proposal specifications stipulated in Bid Number: SCMU10-24/25-0000 at the Price(s) quoted. My offer remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Bidding documents, viz
 - Invitation to bid
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference Certificates in terms of the Preferential Procurement Regulations 2022
 - Special Conditions of Contract;
 - ii) General Conditions of Contract; and
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principle liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1. DATE
2. DATE

.....
NAME OF FIRM
.....
CAPACITY

SIGNATURE OF BIDDER

SBD 7.2

CONTRACT FORM – RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as..... accept your bid under reference number SCMU10- 24/25-0000 dated .../.../2024 for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	B-BBEE POINTS CLAIMED
Appointment of a Service Provider for Provisioning of gardening services at Mthatha Airport for a contract period of 36 months	R.....		

4. I confirm that I am duly authorized to sign this contract.

WITNESSES:

1. DATE
2. DATE

Official Stamp

SIGNATURE

Province of the Eastern Cape
 Department of Transport
 Directorate: Transport Operations
 Sub-directorate: Infrastructure Operations

Appointment of a service provider for
 Gardening Services at Mthatha Airport for a
 contract period of 36 months
 SCMU10-24/25-0002

PRICING SCHEDULE

**EASTERN CAPE DEPARTMENT OF TRANSPORT
 PROJECT DESCRIPTION: GARDENING SERVICE FOR MTHATHA AIRPORT FOR 36 MONTHS
 EASTERN CAPE GOVERNMENT – CIVIL AVIATION**

CONTRACT AS PER SCOPE

ITEM	DESCRIPTION OF GOODS/SERVICES	Unit	Qty	Price per Unit	Amount
1.	Contract Fee as per Scope	1	X 12		
2.	Supervisor	1	X12		
3.	Gardening workers	9	X12		
4.	Training (As per scope)	10	X3		
5.	Vehicle (As per scope)	1	X12		
6.	Tractor (As per scope)	1	X12		
Total including VAT – Year 1					
Total including VAT – Year 2					
Total including VAT – Year 3					
GRAND TOTAL including VAT – 36 Months					

Price to remain firm for the period of the contract (all increased should be calculated)

BID PRICING FORM

For ease of reference, Bidders shall enter their Bid Price, copied from the Pricing Schedule, in the space provided below. Should there be any discrepancy, then the sum calculated from the Pricing Schedule, subject to any arithmetic correction, shall hold precedence.

Total Price (amount in words):.....

.....

....., inclusive of VAT

Total Price (amount in figures) R, inclusive of VAT

NAME OF BIDDER:

SIGNED ON BEHALF OF THE BIDDER: