



TENDER NO: SCMU10-25/26-0020

**PROVISION OF ACCOMMODATION FOR COFIMVABA
FOR 24 MONTHS.**

TENDER CLOSING: 11:00 ON WEDNESDAY, 01ST APRIL 2026

DEPARTMENT OF TRANSPORT

PRIVATE BAG X 714

GRAAFF-REINET

6280

COMPANY NAME OF TENDERER:

.....

.....

CSD NO.....



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SECTION 1: BID NOTICE

BID NOTICE NO.: SCMU10-25/26-0020

Tenderers are hereby invited for the **PROVISION OF ACCOMMODATION FOR COFIMVABA FOR 24 MONTHS.**

Bid documents will be available from **09h00** on **Friday, 06 March 2026**. Bid documents can be downloaded from E-portal on the following website: www.e-tenders.gov.za and on the Departmental website www.ectransport.gov.za.

There will be no Compulsory Site Briefing.

The completed Bid documents must be submitted on E-Tender Publication Portal (E-Submission) not later than **11H00** on **01st April 2026**.

Click on the link to see how to submit your bid proposal on E-Submission – press Ctrl + the link to see the video <https://youtu.be/B7pNseNJYHM>

It is the responsibility of the bidder/s to ensure that bid documents /proposals are submitted on or before closing date and time. Any technical queries with regard to E-Submission must be directed to National Treasury @ etenders@treasury.gov.za /+27(0)12 406 9222 / 012 406-9229 / 012 312-5000.

B. EVALUATION CRITERIA

BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS AND STAGES OF EVALUATION:

Stage 1-	Compliance
Stage 2 -	Eligibility
Stage 3-	Price Points & Specific goals

1. STAGE 1 - COMPLIANCE

Bidders must take particular note of the following:

- Tenderers must be registered on the Central Supplier Database (CSD) at National Treasury prior to submitting a tender, otherwise the tender will be rejected (National Treasury SCM Instruction #4A of 2016/2017: Central Supplier Database), and the tenderer's Tax status must be compliant;
- The tenderer or any of its directors is not listed in the Register of Tender Defaulters or the List of Restricted Suppliers managed by the National Treasury (www.treasury.gov.za) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport.
- Bidders who are not registered for VAT are not eligible to claim VAT in their pricing.
- Bidders should take note that price is not a determining factor to award the bid.
- Bidders Particulars form MUST be fully completed by Bidders
- **The pricing schedule must be fully completed and failure to do so will render the bid non responsive.**
- **The amount reflected on the Bid Pricing Form takes precedence over any other total amount indicated elsewhere in the Bidders tender submission. If the Bid Pricing Form has no value or figure, the bidder will be regarded as having made no offer and therefore non-responsive.**

- **Service Providers should have successfully completed rental of accommodation or a similar service (travel agent /B&B/ Hotel) with a minimum value of R400 000.00 serviced in monthly instalments, and proof be provided (completion certificate / or reference letter) failure to submit will render the bid non-responsive.**
- **The Department will inspect the accommodation if it is as per the specification before award.**
- the tenderer has not abused the Employer's Supply Chain Management System;
- the tenderer has not failed to perform on any previous Contract with the Employer;
- the tenderer has completed and signed Form B (Certificate of Authority for Signatory) if applicable;
- completed and signed all SBD Forms (**SBD1; SBD 3.1 SBD4; SBD6.1; SBD 7.2**)
- all relevant certified information is submitted with the Tender;
- all other Tender Conditions are complied with.
- The tenderers comply with Eligibility criteria as per page 3.
- Tenderers are to meet the minimum Eligibility requirements specified in page 3.
- Eligibility as detailed in the Bid document will apply. Bids need to meet the eligibility criteria to be responsive, failing above will render the bid non-responsive and thus not to be considered for the next stage of evaluation
- The tender will be evaluated according to the preferential procurement model in the preferential Procurement Policy Framework Act (PPPFA 5 of 2000): Preferential Procurement Regulations, 2022 as well as the SCM Policy of the Department of Transport
- Only bidders registered on CSD prior closing date will be considered
- The tenderer is in good standing with SARS as verified on the Central Supplier Database.
"Bidders must note that in addition to being tax compliant at the time of award of the contract, which will be verified with SARS or the CSD, it is incumbent upon the successful bidder/s to ensure that they are at all times tax compliant over the entire duration of the contract. Failure to ensure tax compliance may prevent the Department/Public Entity from issuing orders when goods/services are required. In such instances, the Department/Public Entity reserves the right to procure outside of the contract. Furthermore, if the Department/Public Entity is prevented from obtaining the relevant goods/services on the contract, such constitutes a breach of contract and will be dealt with accordingly, including the recovery of damages/adverse costs where applicable".
- There will be no site briefing
- Penalties will be applied as defined in the General Conditions of Contract(as per clause 22 & 25).
- All tenders shall remain valid for a period of 90 days after the tender closing date. The lowest, or any tender will not necessarily be accepted. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be considered.
- No late, posted, telephonic, or faxed bids/proposals will be considered.
- The lowest priced bid will not necessarily be accepted.

2. STAGE 2 - ELIGIBILITY/MINIMUM REQUIREMENTS

- (a) **Service providers should have successfully completed rental of accommodation or a similar service (B&B/ Hotel and Travel agent) with a minimum value of R400 000.00 and proof be provided (completion certificate / or reference letter) failure to submit will render the bid non-responsive.**

The completion certificate / reference letter must provide the following information and must be in the client's letter heads.

- o Nature of work;
- o Duration of the contract;
- o Value of work;
- o Year completed.

NB: Failure to meet the above minimum requirement will render the bidder non-responsive and will not be considered.

3. STAGE 3 - PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Price Points and Specific goals

Maximum points on price	-	80 points
Maximum points for specific goals	-	20 points
Maximum points	-	100 points

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

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	4	
Woman	4	
Youth	2	
Disabled	2	
Locality:-		
(a) Preferred address on the CSD in Intsika Yethu Local Municipal Area	8	
b) Alternative address on the CSD in the Chrise Hani District	5	
b) Alternative address on the CSD in the EC	2	

Calculation of Total Points scored

Total Score = $P_s + N_{EP}$

NB: The Preferential Points and Specific Goals will not be applicable, as this is a Framework Contract.

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:

Technical Enquiries: **Siphosethu Ngqola**
 Telephone number: **072 425 8206**
 Email: siphosethu.nazo-ngqola@ectransport.gov.za

Supply Chain Management: **Thandi Mafani**
 Telephone number: **072 690 1534**
 Email: thandi.mafani@ectransport.gov.za

**FOR COMPAINTS, FRAUD AND TENDER ABUSE:
 CALL: 0800 701 701**

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.

The completed Bid documents must be submitted on E-Tender Publication Portal (E-Submission) not later than 11H00 on 01st April 2026. Bids may not be faxed or e-mailed. Late bids shall be rejected.

Click on the link to see how to submit your bid proposal on E-Submission – press Ctrl + the link to see the video <https://youtu.be/B7pNseNJYHM>.

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

Not applicable

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

There is no compulsory site briefing

13. 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.

14. TAXES AND LEVIES

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

15. EVALUATION OF BIDS

Bids will be evaluated based on Compliance, Eligibility 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
black women ownership	Min 0 Max 10	% ownership
black 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	4	
Woman	4	
Youth	2	
Disabled	2	
Locality:-		
(a) Preferred address on the CSD in the Intsika Yethu Municipal Area	8	
b) Alternative address on the CSD in the Chris Hani District	5	
b) Alternative address on the CSD in the Eastern Cape	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.

16. BID VALIDITY PERIOD

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

17. 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.

18. PENALTIES

In the event that the Contractor fails to produce registers as specified in Chapter 4 "Project Specifications, 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: SPECIFICATION/ TERMS OF REFERENCE

1. PURPOSE

The Department of Transport intends to appoint a Service Provider that will rent site camp yards, site offices and provide accommodation for personnel in Cofimvaba-Askeaton construction site. The prospective Bidders may be the property owners, or if not, must be prepared to enter into lease agreement/s with property owners.

The required accommodation must be:

- Within the radius of 10km measured from centre of Cofimvaba Town Hall 32° 00' 05" S 27°34'47 "E
- Within the radius of 2km measured from Tsomo Police Station 32°02' 14" S 27°49'05" E

2. BACKGROUND

The Department of Transport's In-House Construction is currently constructing roads in the area stated above. The employees are deployed in Cofimvaba project. *The* department does not have departmental camps to accommodate the employees. According to the Occupational Act, No. 85 of 1993, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act, the Employer has a legal obligation to ensure that employees have suitable accommodation and other health & safe requirements

3. OBJECTIVES

To provide accommodation for Departmental employees for 24 months period.

4. DURATION OF THE CONTRACT

The successful bidder will be expected to provide accommodation for a period of 24 months.

5. SCOPE AND DELIVERABLES OF WORK: SCHEDULE A

The service provider is to supply, accommodation for Cofimvaba project officials as follows.

Facilities:

Urban- House Town

- Accommodation properties must have a flushing toilet inside the house
- Solid ceiling with no leakages
- Windows (must be open and close)
- The residence must be neat, clean, have electrical switch points, globe holders and plugs.
- Bedrooms must have a minimum floor area of 9 m²
- The house must have a lounge and kitchen that have a minimum floor area of 12 m²
- Windows and Lockable doors with burglars
- Must have bathroom inside the house with shower /bath
- With working geysers

- Running water and must have backup system such as water tanks.
- The yard should be fenced or enclosed with a minimum of 1.5m high solid boundary wall (brick and mortar) or steel palisade fencing or equivalent, with lockable gates.
- The yard must have a washing line.

Urban- Flat Town

- Accommodation properties must have a flushable toilet inside the flat,
- A solid ceiling with no leakages and windows.
- The residence must be neat, clean, have electrical switch points, globe holders and plugs.
- Bedrooms must have a minimum floor area of 9 m²
- The flat must have a built in kitchen.
- Must have bathroom inside the house with shower /bath
- With working geyser
- The yard should be fenced or enclosed with a minimum of 1.5m high solid boundary wall (brick and mortar) or steel palisade fencing or equivalent, with lockable gates.
- The yard must have a washing line.
- Windows (must be open and close)
- Windows and Lockable doors with burglars
- Running water and must have backup system such as water tanks.

Rural- House

- Accommodation properties must have a flushable toilet inside / outside
- The house, solid ceiling with no leakages and windows.
- The residence must be neat, clean, have electrical switch points, globe holders and plugs.
- Bedrooms must have enough space to accommodate a double bed, dressing table and wardrobe, minimum floor area of 9 m².
- The yard should be fenced or enclosed with a minimum of 1.5m high fence, finished with netting wire and lockable gate/s.
- The yard must have a washing line.
- Windows (must be open and close)
- Windows and Lockable doors with burglars
- Running water and must have backup system such as water tanks.

Rural- Flat

- Accommodation properties must have a flushable toilet inside/ outside the flat,
- A solid ceiling with no leakages and windows.
- The residence must be neat, clean, have electrical switch points, globe holders and plugs.
- Bedrooms must have enough space to accommodate a double bed, dressing table and wardrobe, with a minimum floor area of 9 m².
- The yard should be fenced or enclosed with a minimum of 1.5m high fence, finished with netting wire and lockable gate/s.

- The yard must have a washing line.
- Windows (must be open and close)
- Windows and Lockable doors with burglars
- Running water and must have backup system such as water tanks.

NB: The Department will inspect the accommodation if it is as per the specification before the award, therefore the Prospective Bidders must submit the proof of property ownership or the intention to lease from the property owner.

6. Security features:

All doors and windows must be secured and must be in good condition.

The yard must be fenced with lockable gates so as to secure vehicle that would be parked within the premises.

7. Maintenance:

The yard must be cleaned, and grass must also to be cut on a monthly basis. The supplier will be given two (2) days to fix any defects, such as changing of light bulbs, painting, carpentry and plumbing where necessary.

8. Services:

Municipal rates and electricity will be the service providers responsibility and should be paid monthly, meaning there should be enough electricity every month for each person/room as these rates will be included on the monthly rental rate.

9.

SCHEDULE A: COFIMVABA

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>URBAN/ RURAL</u>
1.	Rental of accommodation for 32 officials in Intsika Yethu LMA	Urban and Rural
	Camp sites	Rural
2.	Provision of Monthly Electricity	

10. Deposit:

There will be no deposit that will be required.

11. Rental payment:

The rental amount as stipulated in the Schedule of Quantities must be paid latest by the 1st day of each month for each person for the duration of this contract, unless otherwise negotiated with the individual landlords. **Delays in receiving payment from the Department will not be accepted as an excuse for not paying monthly rentals.**

12. Proof of Payment: A deposit slip should reflect the name of the house owner and the amount paid, together with proof of payment/purchase of electricity.

13. Invoices:

Invoices should be confirmed by the Site Manager, accompanied by proof of payment **before** they are submitted to the Registry. All invoices to be sent to this email inhouseconstruction.invoices@ectransport.gov.za in Graaff Reinet office. Each invoice shall refer to the official order number.

14. Schedule of Rates:

The Schedule of Rates shall be completed in such a way that the entire column shall be completed. Failure to complete the schedule as required will invalidate the bid. The above rates shall include (where applicable) for all overhead and administrative costs associated with the services rendered and the contractor's profit.

Notification

The Service Provider must not render services before receiving an official order

No payment will be made for any services other than that specified in the Official Order Form.

Notification

The Service Provider must not render services before receiving an official order

No payment will be made for any services other than that specified in the Official Order Form.

15. Lease Agreement:

The Service Provider must enter into a lease agreement with the landlord. Where the Service Provider is the rightful owner of the property, he/she must provide such proof to the Department. Lease agreements must specifically include that under no circumstances should employees be locked out due to unpaid rent issues.

The Department has a right to terminate the contract at any stage when there is no necessity for those services anymore.

Service level agreement:

The successful service provider will sign a binding service level agreement with the Department

16. Contingencies:

A provision has been made to cover damages, loss and any other unforeseen circumstances.

17. Duration of the Project

- The term of the project will be twenty-four (24) months from the date of acceptance of the award/ purchase order issued.

19. 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;

19.1 The contractor: -

- 19.1.1 acknowledges that it is fully aware of the terms and conditions of the Act.
- 19.1.2 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 sub-contractors to the extent that such employees and sub-contractors (including any other personnel) contravene the provisions of the Act.

- 19.1.3 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.

19.2 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.

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

20. 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, and performance measurement provisions shall be reduced to writing in a service level agreement and signed by both parties.

21. 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.

22. 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.

23. 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.

24. 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.

25. Strikes

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

26. Insurance and Indemnity

- 26.1 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.
- 26.2 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 insuring the Contractor's contractual liability under this Article) and that:
- 26.2.1 The Employer, its officers, agents and employees shall be named as additional insurers there under.
- 26.2.2 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 adverse to the Employer.
- 26.2.3 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
- 26.2.4 The Contractor's insurance policy is endorsed to include a cross-liability clause.
- 26.3 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.
- 26.4 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, continually or otherwise, affects or might affect the Contractor and the Contractor shall have the right to participate in the defence of the same to the extent of its own interest.

27. Monitoring and Reporting

- Establishment of the Project Management Steering committee to comprise DOT site Contracts Management, employees, Service Provider.

28. Validity of BID

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

29. 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.

30. 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.
- 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 points for specific goals 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 specific goals, 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 non-responsive and subsequently rejected / not considered.

31. 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 2022;

PRICE

The 80/20 preference points system:

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

Where

- P_s = Points scored for price by bid under consideration
- P_{min} = Lowest acceptable consideration
- P_t = 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.

32. 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.

33. Specific 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	4	
Woman	4	
Youth	2	
Disabled	2	
Locality:-		
(a) Preferred address on the CSD in the Intsika Yethu Municipal Area	8	
b) Alternative address on the CSD in the Chris Hani District	5	
b) Alternative address on the CSD in the Eastern Cape	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.

34. Briefing

No compulsory briefing is required.

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
- 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.

35. Bid Enquiries

Please refer all enquiries to the following personnel:

Technical Enquiries: Siphosethu Ngqola

Telephone number: **072 425 8206**

Email: siphosethu.nazo-ngqola@ectransport.gov.za

Supply Chain Management: Thandi Mafani

Telephone number: 072 690 1534

Email: thandi.mafani@ectransport.gov.za

SECTION 5: FORMS TO BE COMPLETED BY THE BIDDER

BID FORM

Bid No: SCMU10-25/26-0020

**Closing time and date:
11h00 – 01 April 2026**

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 **PROVISION OF ACCOMMODATION FOR COFIMVABA FOR 24 MONTHS** 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: **24** months @ R..... Per month = R.....
15% 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 (SBD4) been duly completed?

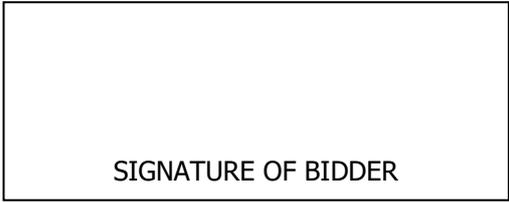
Yes		No	
-----	--	----	--

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 (DEPARTMENT OF TRANSPORT)					
BID NUMBER:	SCMU10-25/26-0020	CLOSING DATE:	01 APRIL 2026	CLOSING TIME:	11: 00
DESCRIPTION	PROVISION OF ACCOMMODATION FOR COFIMVABA PROJECT FOR 24 MONTHS				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED ON E-TEDER PUBLICATION PORTAL (E-SUBMISSION) AS INDICATED ON PAGE 2					
DEPARTMENT OF TRANSPORT					
The completed Bid documents must be submitted on E-Tender Publication Portal					
Click on the link to see how to submit your bid proposal on E-Submission – press Ctrl + the link to see the video https://youtu.be/B7pNseNJYHM					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs. T. Mafani		CONTACT PERSON	Mrs. S. Ngqola	
TELEPHONE NUMBER	072 690 1534		TELEPHONE NUMBER	072 425 8206	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	thandi.mafani@ectransport.gov.za		E-MAIL ADDRESS	siphosethu.nazo-ngqola@ectransport.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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

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

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

SIGNATURE OF THE BIDDER:

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

DATE:

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: SCMU10-25/26-0020
Closing Time 11:00	Closing date: 01 April 2026

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

SCHEDULE OF QUANTITIES

<u>ITEM NO</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>AMOUNT</u>
	Provision of accommodation for 32 employees.				
1.	Urban house	Month	24		
2.	Urban Flats	Month	24		
3.	Rural- house	Month	24		
4.	Rural- flats	Month	24		
5.	Camp sites	Prov. Sum	1	R120 000,00	R120 000,00
6	Contractor’s handling costs and profit in respect of item 6 above	%	R120 000.00
7	Provision of Monthly Electricity	Prov. Sum	1	R300 000.00	R 300 000.00
8.	Contractor’s handling costs and profit in respect of item 6 above	%	R240 000.00

<u>SUB-TOTAL 1 (sum 1 to 8)</u>	R.....
<u>CONTINGENCIES (7.5%)</u>	R
<u>SUB8-TOTAL 2 (subtotal 1 + contingencies)</u>	R.....
<u>VAT (15%)</u>	R.....
<u>TOTAL (carried forward to Bid Pricing Form)</u>	R.....

Please Note: Depending on availability, the required accommodation could either be in any configuration (Four bedroomed house or more, three bedroomed house or block of Flats that will accommodate the same number of people. All structures in brick & mortar, with corrugated iron or tile roof.

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:

.....

SBD 4

SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. 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

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:

.....

.....

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.

2.3 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 in addition 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).

The applicable preference point system for this tender is the 80/20 preference point system.

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

"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.

"price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

"rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

"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

"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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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 points is allocated for price on the following basis:

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

MEO= 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	4	
Woman	4	
Youth	2	
Disabled	2	
Locality:-		
(a) Preferred address on the CSD in the Intsika Yethu Municipal Area	8	
b) Alternative address on the CSD in the Chris Hani District	5	
b) Alternative address on the CSD in the Eastern Cape	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: **SCMU10-25/26-0020** 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- 25/26-0020** dated 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
ACCOMMODATION FOR COFIMVABA PROJECT FOR 24 MONTHS.	R.....		

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

WITNESSES:

1. DATE

2. DATE

Official Stamp

SIGNATURE