

<b>INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)</b>
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**RFP NUMBER: 201645**

**DESCRIPTION: PROVISION OF GARDENING SERVICES AT GROENKLOOF, OLIFANTSFONTEIN AND KLOPPERSBOS FOR A PERIOD OF 36 MONTHS**

**COMPULSORY BRIEFING SESSION**

**DATE: 14 JULY 2025 @ 10:00am**

**VENUE: SABS HEADOFFICE, 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA**

**CLOSING DATE: 28 JULY 2025**

**CLOSING TIME: 11:00am**

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**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING DISQUALIFIED)**

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	(CODE)		(NUMBER)	
FACSIMILE NUMBER	(CODE)		(NUMBER)	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED?	YES or NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?	YES OR NO
<p><u>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</u></p> <p>AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) <input type="checkbox"/></p> <p>A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) <input type="checkbox"/></p> <p>A REGISTERED AUDITOR <input type="checkbox"/></p> <p>[TICK APPLICABLE BOX]</p>	

NAME OF AUTHORISED PERSON	
SIGNATURE OF BIDDER	
CAPACITY UNDER WHICH THIS BID IS SIGNED	
DATE	

## 1. Intent

The South African Bureau of Standards (SABS) is inviting experienced and reputable (Suppliers) Bidders to submit proposals for the provision of gardening services at Groenkloof, Olifantsfontein and Klopersbos for a period of 36 months.

## 2. Confidentiality

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the Request for Proposal (RFP) process are to be covered by the non-disclosure agreement signed between the SABS and the Bidder.

## 3. Procedural compliance

### 3.1 Intent to respond

An interested Bidder is required to advise the SABS of its intention to submit a proposal by completing and returning the "Intention to Respond" form (Appendix B) no later than **28 July 2025**. Should a party decide not to respond to this RFP, you are requested to continue to treat the information as confidential in perpetuity.

### 3.2 Responsibility for costs

Under no circumstances shall the SABS accept any responsibility whatsoever for any of the Bidder's costs associated with the preparation and/or submission of its Bid/Proposal, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

### 3.3 Amendments to the RFP

Amendments to this document shall only be effective if agreed by the SABS and confirmed in a written addendum to the RFP. The SABS reserves the right to modify the scope of this document at any time prior to and after the award of the tender.

### 3.4 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is submitted and delivered on time to [Tenders.Tintswalo@sabs.co.za](mailto:Tenders.Tintswalo@sabs.co.za). The SABS undertakes that the Bids/Proposals shall be stored in a secure place, opened at the same time and not before the deadline for submission.

***Note: The above email address should only be used for submission of proposals. No clarity seeking questions should be sent to this email address. (see 4.2 below)***

### 3.5 No obligation to proceed

The SABS reserves the right to discontinue the RFP process at any time prior to the formation of the envisaged agreement and will give written reasons for the cancellation upon written request to do so. The SABS, its subsidiaries, shareholders, advisors, directors, employees, representatives including the SABS Representative shall not be liable for any losses, claims or damages of whatsoever nature or howsoever arising that may be sustained by a Bidder or any other person as a result of its participation or any amendment, termination or suspension of the process set

out in this RFP or its exclusion from participating in the tender process at any point. It is an express term that SABS shall in no way be liable for any indirect/consequential damages, loss of profits, etc. suffered by the Bidder during the RFP process, award, negotiating and/or contracting phase.

After any cancellation of the tender process or the rejection of all tenders due to non-compliance with the thresholds, SABS may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

### **3.6 No contract**

Bidders shall note that this RFP does not commit the SABS to any course of action resulting from the receipt of Bids/Proposals and the SABS may, at its discretion, reject any Bid/Proposal that does not conform to instructions and specifications that are contained herein or select a Bidder based upon its own unique set of criteria. SABS also reserves the right not to select a Bidder/award the tender. The SABS does not become bound by any obligations prior to the signature, by both parties, of an agreement - to be negotiated, resulting from a successful bid.

Nothing in this document shall be construed as a contract between the parties and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFP.

SABS shall not be liable for any fees incurred due to any work done/services performed by the Bidder prior to signature, by both parties, of an agreement resulting from a successful bid.

### **3.7 Validity of proposals**

The proposal shall remain valid for a period of one hundred and eighty (180) days from the submission date, where after such proposal expires. SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their proposals, prior to expiry thereof. Such request, if any, shall be in writing. The Bidder is not obliged to extend the validity period.

### **3.8 Intellectual Property**

The Bidder undertakes that the SABS retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.

## **4. General Instructions**

### **4.1 Assumptions**

The SABS has endeavoured to provide sufficient guidance to inform Bidders' Bids/Proposals. However, it may be necessary to make some assumptions. Where assumptions have been made these must be documented in the Bid/Proposal. The SABS accepts no responsibility for assumptions made by the Bidder.

#### 4.2 Requests for clarification/additional information

Requests for additional information, questions or issues fundamental to the quality or clarity of the response should be submitted using the 'Request for Proposal Enquiry' (Appendix N). Additional information will be provided at the discretion of the SABS. The SABS also reserves the right to provide the same information to all other interested Bidders.

#### 4.3 Contact information

All enquiries regarding this RFP must be e-mailed to [Tintswalo.nyathi@sabs.co.za](mailto:Tintswalo.nyathi@sabs.co.za). Bidders must not contact any other SABS personnel regarding this RFP as this may lead to disqualification of the bid. Also note that any canvassing by Bidders regarding this RFP will result in disqualification.

#### 4.4 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	07 July 2025
2	Compulsory Site Visit Venue: SABS Headoffice, 1 Dr Lategan road, Groenkloof	14 July 2025 @ 10:00am
3	Final Date for Bidders to submit consolidated requests for clarification (Questions) Questions to be send to <a href="mailto:Tintswalo.nyathi@sabs.co.za">Tintswalo.nyathi@sabs.co.za</a>	15 July 2025
4	SABS clarification. (Not further clarification after this date)	17 July 2025
7	Proposal Submission Date Proposals to be send to <a href="mailto:Tenders.Tintswalo@sabs.co.za">Tenders.Tintswalo@sabs.co.za</a>	28 July 2025 11:00am
8	Evaluation of proposals	TBA
9	Awarding of Tender	TBA

#### 4.5 Management summary

This section should be submitted as a separate document. The information to be provided in the Management Summary shall include but not be limited to the following items.

o Company profile  
o Completed 'Statement of compliance' (Appendix K)

#### 4.6 Presentations

The SABS reserve the right to request bidders to present for clarification.

#### 4.7 Clarification and inspections

The SABS may submit clarification in writing on specific tender aspects to obtain a better understanding of the received bid/s. This may also include possible inspections of the Bidder's premises at an agreed upon date and time.

## 4.8 Submitting a response

### 4.8.1 Due date

- o Proposals/ Bids are to be submitted by closing date and time as stipulated on page 1.
- o Proposals/ Bids must be submitted **electronically** to [Tenders.Tintswalo@sabs.co.za](mailto:Tenders.Tintswalo@sabs.co.za) indicating the tender **reference number** and **description on the subject**. **Maximum size 14MB.**
- o Proposals/ Bids must be submitted on **PDF Files** (compressed zipped folder if necessary). o Proposals/Bids submitted **via a link and/or “we transfer” will not be accepted.** o The responsibility for on-time submission rests entirely with the Bidders. o **Late submissions will NOT be accepted.**
- o **The above email address should only be used for submission of proposals. No clarity seeking questions should be send to this email address.**

### 4.8.2 Proposal format

Each proposal shall include a detailed description of the Bidder’s capabilities with regard to the requirements set out in **Appendix A and Section 5.3** of the Mandatory Evaluation.

### 4.8.3 Central Supplier Database (CSD) Registration

Service providers and suppliers who wish to render services to SABS will no longer register at SABS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per

National Circular No 3 of 2015/6 – Central Supplier Database;

National Treasury will maintain the database for all suppliers for Government and its institutions; and All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at [www.CSD.gov.za](http://www.CSD.gov.za).

## 5. Evaluation

### 5.1 Returnable documents

Bidders must provide the following administrative compliance documents. [TICK APPLICABLE BOX]

NO	APPENDIX	TICK
1	Appendix A Tender Requirements/ Scope of Work	
2	Appendix B Company experience/ project list	
3	Appendix C Pricing Template	
4	Appendix D Intention to Respond	
5	Appendix E SBD 4 Bidder’s Disclosure	
6	Appendix F Signed Non-disclosure agreement	
7	Appendix G SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2022	
8	Appendix H CSD Report / Proof of banking details for international suppliers	
9	Appendix I BBBEE/ Sworn affidavit	

10	Appendix J Management Summary (including Statement of Compliance)	
11	Appendix K Statement of Compliance	
12	Appendix L Page 2 of the RFP Document	
13	Appendix M Audited Financial Statements	
14	Appendix N Request for Proposal Enquiry	
15	Appendix O Mandatory Requirement	
16	Appendix P Functionality Requirements	
17	Annexure A General Condition of Contract	

## 5.2 Disqualifying criteria is as follows:

- Bidders who do not meet all the requirements as specified on the RFP document scope of work will not be evaluated any further.
- Bidders whose solution is encumbered by any Intellectual Property rights, whether registered and / or unregistered, including but not limited to Copyrights, Patents, Know-How, Registered Designs, Trademarks, Trade Secrets and the like, will not be considered for award of the bid.
- Bidders who make a misrepresentation on the above 2 points or any other material fact.

## 5.3 Tender Evaluation Process

### Stage 1: Mandatory Requirements

No	Description	Submitted Yes/No
1	Public Liability and Professional Indemnity Insurance: The bidder must submit a valid and active Public Liability and/or active Professional Liability Insurance of a minimum of R 2 000 000.00 or letter of intent. Upon award, the service provider will be required to produce a valid Public Liability and/or Professional Liability Insurance.	
3	Provide a valid COIDA (Compensation for Occupational Injuries and Diseases Act) registration.	
4	Bidder must have a minimum of 3 years' experience in providing gardening and landscaping services. Attach a company profile clearly indicating the number of years' experience in providing gardening and landscaping services.	
5	Provide at least three contactable reference letters from previous or current clients where gardening and landscaping services were provided.	
6	Provide a valid detailed organogram or company structure which includes the key personnel's (site manager and horticulturist).	
7	Provide site manager's CV and qualification.	
8	Provide Horticulturist CV and qualification.	

*Only bidders that meet the mandatory requirements will be evaluated further on stage 2 functionality evaluation.*

### Stage 2: Functionality Evaluation

Bids will be evaluated in terms of Functionality based on the following criteria:

no.	Selection Criteria		
	Functionality will be measured on a scale of 1-5. Very poor:1, Poor:2, Average:3, Good:4, Excellent:5	sub weight	Weight
<b>1</b>	<b>Company Experience</b>		
	The bidder must demonstrate relevant experience in providing gardening and landscaping services. A detailed company profile indicating the number of years' experience in providing gardening/landscaping service or similar service		<b>15%</b>
	3 years' experience	<b>1</b>	
	>3 – 4 years' experience	<b>2</b>	
	>4 – 6 years' experience	<b>3</b>	
	>6 – 8 years' experience	<b>4</b>	
	>8 years' experience	<b>5</b>	
<b>2</b>	<b>Company Track Record</b>		
	The bidder must demonstrate relevant experience and expertise in providing gardening services (size of the landscape 20 000m2) over the past seven (7) years. Bidders must submit contactable reference letters from clients where gardening services were rendered. Reference letters must be supported by the completion of Appendix B: Company experience/project list.		<b>25%</b>
	No reference letters and/or relevant experience	<b>0</b>	
	1 reference letter	<b>1</b>	
	2 reference letters	<b>2</b>	
	3 reference letters	<b>3</b>	
	4 reference letters	<b>4</b>	
	5 or more reference letters	<b>5</b>	
<b>3</b>	<b>Site Manager/ Contract Manager Qualification and Experience</b>		
	The bidder must demonstrate experience and qualification(s) of the Site Manager/ Contract Manager in managing gardening contracts. Bidders must attach proof of qualifications (minimum matric) and a detailed CV of the site manager/contract manager to be assigned to the SABS clearly indicating the number years relevant experience as a manager in gardening and landscaping.		<b>20%</b>
	No CV and/or qualification attached	<b>0</b>	
	1 -2 years' experience + matric or higher	<b>1</b>	
	>2 -4 years' experience + matric or higher	<b>2</b>	
	>4 - 6 years' experience + matric or higher	<b>3</b>	
	>6 - 8 years' experience + matric or higher	<b>4</b>	
	>8 years' experience + matric or higher	<b>5</b>	
<b>4</b>	<b>Capability of key personnel (Horticulturist) Qualification and Experience</b>		
	Bidder must assign an experienced and qualified Horticulturist to the contract. The bidder must submit the relevant proof of qualifications with the detailed CV. The key personnel must have experience in the gardening industries and a minimum of a National Diploma (NQF 6) or higher in Horticulture, Landscaping, Botany or related field.		<b>25%</b>
	No CV and/or qualification attached	<b>0</b>	
	1 or less year experience + related NQF 6 or higher	<b>1</b>	
	>1-2 years' experience + related NQF 6 or higher	<b>2</b>	
	>2-3 years' experience + related NQF 6 or higher	<b>3</b>	
	>3-4years' experience + related NQF 6 or higher	<b>4</b>	
	>4 years' experience + related NQF 6 or higher	<b>5</b>	
<b>5</b>	<b>Delivery Capability</b>		<b>15%</b>



Bidders must demonstrate the ability and capability to deliver the required services. <b><u>Company Structure:</u></b> Provide an organogram that depicts the structure for the management of the contract. <b><u>Management and Operational Structure should include but not limited to:</u></b> 1.Contract/ Site Manager 2.Safety Officer/Rep 3.Horticulturist		
No organogram	0	
Organogram contains one (1) of the positions required above.	1	
Organogram contains two (2) of the positions required above	3	
Organogram contains all three (3) or more of the key positions mentioned above	5	
<b>100%</b>		
<b>Minimum threshold is 75%</b>		

*Only bidders that meet the minimum threshold of 75 % will be evaluated further on Preference Point System (Price and specific goals).*

## 6. Preference Point System (Price and Specific Goals)

Bids will be evaluated in terms of the Preferential Procurement Regulation of 2022, where the 80/20 preference points system (price and specific goals) will be used. **Feedback on Proposals**

Once the recommendation to the Bid Adjudication Committee has been approved, the successful and unsuccessful bidder(s) will be notified in writing.

Successful bidder/s will be issued with a notification letter. Such notification does not constitute an agreement. The award is wholly subject to the successful Bidder entering into a duly signed contract with SABS.

## 7. Contracting

Successful bidder(s) will be required to enter a contract with the SABS. A formal Agreement will be signed with the successful bidder and SABS further reserves the right to amend, alter or delete clauses relating to, but not limited to insurance, indemnity, undertaking, guarantees, Intellectual Property, service levels and / or tax compliance.

SABS shall not be liable for any costs expended by the bidder prior to any formal agreement being signed. **It is therefore imperative that NO SERVICES are rendered prior to the formal agreement becoming effective.**

## Appendix A – Scope of Work

REFER TO ANNEXURE A FOR A DETAILED SCOPE OF WORK

### ANNEXURE A SCOPE OF WORK

In rendering the scope of work at the following SABS sites, the Service Provider shall also ensure that the facilities' grounds are well maintained throughout the duration of the contract and that all seasonal requirements are met in full and continuously provide an appealing and pleasing garden.

#### **SABS addresses and Sites' details:**

##### **1. Groenkloof – 1 Dr Lategan Road, Groenkloof, Pretoria**

Outdoor floor space: Shrubs - approximately 5 963 m<sup>2</sup>  
Flower beds - approximately 13 000 m<sup>2</sup>  
Lawn & veld grass (inside and outside ) - approximately 91 861 m<sup>2</sup>  
Parking - approximately 16 850 m<sup>2</sup>  
Far roads - approximately 38 900 m<sup>2</sup>  
Pathways - approximately 1 800 m<sup>2</sup>  
Cycads approximately 39 adults plants

##### **2. NETFA - 43rd Street, Olifantsfontein**

Land Size - 11.3927 ha  
Size of gardening service - 90 X 420 metres. Tractor mowing of veld grassland, grass mowing of lawns and flower-bed maintenance.

##### **3. Klopperbos –CSIR, Pretoria**

Size for gardening services - fire breaks around perimeter fence, along the main entrance, de-weeding, removal of ant hills, tractor mowing and scoffling around buildings and cutting. The area is mostly of veld grassland.

**Land Size – 90 000 m<sup>2</sup>**

#### **Prime areas as identified by the SABS are:**

- SABS Pavilion
- SABS Front gardens
- Petrol pump area
- Beds below the chillers
- At the back of the Transportation Department
- At Block O (front and back)
- Around Buildings Z/R/N (CIDB)
- Q Block (George Storrar Side)
- Old Putt Putt course, banks and veld grass
- Beds at Mechanical workshop
- SABS Training Centre
- Rose gardens at NETFA
- Flowerbeds *at Security Gate and Reception area of NETFA*
- Soccer Field (temporary field)
- Netball, volley ball, braais, tennis court, Putt-Putt course, car parks and general community areas
- Outer perimeter up to the pavement - along George Storrar, Leyds and Dr Lategan Streets
- Management and maintenance of Cycads

## **Garden Maintenance Service**

The Service Provider will provide a comprehensive service which will include the following:

### **Service Provider's Horticulturist to advise on all activities including the health status of the Cycads**

#### **1. Maintenance of lawns**

##### **A Mowing and edging of lawns**

- A1 The lawns are to be mowed as required in the attached Appendices A, B or C depending on the applicable site and where relevant at a height of 20-25mm. Inconsistent and uneven mowing is not acceptable to the SABS. All grass cuttings will be removed from site (daily/weekly). Including outside the SABS perimeter.
- A2 All grass cuttings will be removed from the sites or to a composting site, if applicable.
- A3 If any lawn area appears shaved and uneven due to incorrect cutting, the Service Provider shall be responsible to rectify the problem at its own costs.
- A4 Kerbs, flowerbeds and footpaths are to be trimmed. No encroachments will be acceptable.
- A5 No edges are to be cut using a spade. Only edge trimmers or shears may be used.

##### **B Weed control – Horticulturist to advise and monitor**

- B1 All areas of lawns will be kept free of weeds.
- B2 Broad-leaved weeds are to be controlled utilizing the correct herbicides.
- B3 Herbicides are to be applied in accordance with the manufacturer specifications and are to be carried out by a competent person wearing the correct protective clothing.

##### **C Watering**

- C1 All areas of lawn under irrigation are to receive water in summer and in winter months.
- C2 If in the event of any water restrictions being enforced, the Service Provider and SABS will to agree on new requirements.
- C3 Areas not covered by irrigation are to be watered by hosepipe (municipality water system). All tap leaks and pipe leaks are to be reported to the SABS Call Centre for repairs on 012 428 7111.

##### **D Aeration**

- D1 Where grass growth has been poor through lack of water or where the soil has been compacted, the area is to be aerated at regular intervals. This operation is only to be carried out after the area has been thoroughly watered.

##### **E Fertilization for lawns**

- E1 Fertilizer will be uniformly applied using a mechanical or calibrated hand spreader and may not be applied by hand. The brand and type of fertilizer shall be of good quality appropriate for the SABS lawns.
- E2 For a schedule of applications, refer to the attached Appendices A, B or C, depending on the applicable site.

E3 After fertilization, all areas are to be thoroughly watered to avoid any possibility of burning and to encourage penetration to the roots.

**2. Maintenance of banks and veld-grass**

- Banks and veld-grass will be cut as described in the Appendices A, B or C, depending on the applicable site.
- Inside premises: 1.5m scoffling and poisoning from palisade fence.
- Outside premises: 1.5m scoffling from palisade fence and cut grass until the pavement.
- Cut grass on municipal sidewalk as and when requested.

**3. Maintenance of shrubs and groundcover areas**

**A Cultivation and weeding**

- A1 All areas are to be maintained with the frequency as indicated in Appendices A, B or C, depending on the applicable site. Ensure that all self-seeding tree lings and other weeds are removed on a regular basis.
- A2 Care must be taken to avoid damage to plants and plant roots during the cultivation process. Should any plant die due to overzealous cultivation, the Service Provider will be liable to replace the said plant at its cost.
- A3 The Service Provider has to remove extraneous material.
- A4 As part of the cultivation process, any areas where die back has occurred naturally, it is to be replanted using the same plant type that originally was there. If this cannot be done, then the SABS is to be consulted prior to this being carried out. Using other plants the Service Provider has to cultivate in accordance with the requirements reflected in the attached Appendices A, B or C depending on the applicable site.. After planting, these areas are to receive additional water.
- A5 No herbicides to be used in these areas without prior consent of the SABS.

**B Annuals**

- B1 Certain areas are to have year round colour. The soil must be well prepared. The Service Provider shall ensure that flowering annuals are replaced before seasonal die back with other flowering annuals suited to the conditions and seasons. The annual replacement of plants to be seasonal. Any flowering annuals which are suffering due to pest or infection shall be replaced immediately. (seasonal flowering especially at main entrances – Groenkloof and NETFA)

**C Pruning**

- C1 **General pruning of (i.e. shrubs, trees, flowers/flowerbeds) is to be carried out throughout the year.** Ground covers are to be cut back from bed edges and kerbs and shrubs pruned as and when necessary in and around SABS premises and as directed by the SABS representative. The Service Provider shall judiciously remove dead and excessive material, in particular the dead flowers and leaves. The Service Provider shall ensure that pruning encourages density and a natural appearance. Care shall be taken to ensure that ground covers and climbers do not grow into or onto adjacent shrubs and trees.
- C2 All rubbish generated during pruning are to be removed from site at the end of each day to a central composting area.
- C3 Major pruning of trees to be done six times per year (as per schedule – see appendices).

C4 Shrubs shall be pruned lightly to natural forms, if necessary and as directed by the SABS representative.

**D Watering**

D1 All areas of shrubs, ground covers and perennials under irrigation are to be watered every week. If water restrictions are enforced, the Service Provider and SABS will agree on new requirements.

D2 Areas not covered by irrigation are to be hand watered as and when required.

D3 The Service Provider is responsible for providing all the necessary hoses, sprayers/sprinklers and fittings to carry out the above hand watering.

**E Fertilization for shrubs and groundcover areas**

E1 All beds are to be fertilized as per Appendices A, B or C, depending on the applicable site.

E2 All areas are to be well watered after fertilization.

**4 Maintenance of trees**

**A Formative pruning**

A1 Minimal formative pruning is to be carried out throughout the year (sometime at the direction of the SABS representative).

A2 All dead and undesired branches as well as dead and undesired trees must be removed judiciously as and when necessary to ensure minimal impact to the plants.

A3 All pruning (trees, flowerbeds, shrubs, etc) to be done under constant supervision by a competent person with sufficient horticultural experience and knowledge.

**B Cultivation and weeding**

B1 Water basins are to be created in shrub and lawn for all new trees. The SABS will provide the trees but the Service Provider will be required to provide the correct stakes and ties as well as labour.

B2 Under no circumstances are weed eaters to be used around the base of trees without a tree guard. Any tree damaged by a weed eater due to negligence will be replaced by the Service Provider at its own cost.

**C Fertilization of trees**

C1 Type 3.2.3 is to be applied to the flower beds twice per annum – March and September of each year.

C2 Type LAN is to be applied to lawns twice per annum- March and September of each year. (Supplier to provide)

**5 Maintenance of paving, parking bays and driveways**

**A Weeding**

A1 All paving and tarmac to be kept weed free. This will involve both hand weeding and the careful application of approved and selected herbicides.

A2 It is the Service Provider's responsibility to ensure that the herbicides are applied without damage to any of the surroundings.

A3 Application of the above is to be carried out fully in accordance with the manufacturer's specification by a competent person, using the correct protective gear.

A4 All damage caused to the paving or planting as a result of the above work is to be repaired by the Service Provider at its cost.

A5 All paving, parking bays, drive ways, paths and other surfacing will be swept regularly in order to ensure a leaf and litter free environment. (The spraying down of these areas may be requested by SABS)

**B Composting Site**

B1 A suitable site may be utilized for the establishment of a composting area. All garden refuse, pruning and grass cuttings are to be correctly stacked, dampened regularly and turned to provide a compost source.

B2 All compost used for this contract shall be treated to ensure that seeds and other unwanted material are sterilized.

B3 The composting site area must be approved by SABS.

**C Water features/Koi Fish Pond and CIDB pond**

C1 Water features must be filled regularly, kept clean, free of leaves, flowers, debris and litter. Any algae must be removed.

C2 All pumps and filtration must be checked regularly and back washed when necessary. This includes the cleaning of the vortexes.

C3 The Service Provider shall report any malfunctions that occur to the SABS.

C4 Care must be taken not to disturb the fish and ducks in the water features.

**6 Pest Control –care is to be taken in this regard so as not to harm any animals on the premises.**

6A The Service Provider will monitor and treat pest control as and when required.

6B Natural approved organic pesticides are to be used. Should these fail, only then, with written approval by the SABS should inorganic chemical pesticides be used.

6C The application of pesticides is to be carried out fully in accordance with the manufacturer's specifications and must be carried out by a competent qualified person. All Personnel Protective Clothing (PPC) needed for the safe application must be issued by the Service Provider at its own cost.

6D All fungicides and pesticides to be applied according to:  
Agricultural Pest Act No. 36 of 1983 and Occupational Health & Safety Act, 85 of 1993, with emphasis to Section 8, as amended from time to time  
The Service Provider will provide SABS with a list of all chemicals and hazardous substances that are to be used in the execution of this contract and approval will be sought before application.

**7. Leaf, litter and garden refuse removal**

7A The Service Provider shall be responsible for the removal of the day to day refuse accumulated during the maintenance process. All refuse generated is to be removed from garden areas at the end of each day.

7B The Service Provider is not to leave stockpiles of leaves, grass clippings and other refuse at undesired areas overnight.

- 7C All organic refuse is to be taken to an allocated composting site, if available or removed to a dumping ground of the Service Provider's choice.
- 7D All roads, pathways and parking areas are to be well maintained, swept and kept clean.
- 7E The Service Provider is responsible for the day to day collection of litter on sites and the placement thereof in waste bins.
- 7F All litter and rubbish (including papers, cans, cigarette butts, plastic bags, etc) which accumulate on sites from whatever source shall be removed to the bins or skips provided. The Service Provider shall not be responsible for the removal of rubble from other service providers or sub-contractors contracted to Third Parties.
- 7G The Service Provider shall be responsible to ensure that all areas are kept clean and that litter is removed daily during all Business Days.
- 7H The Service Provider will be responsible to ensure that all roof gutters and storm water drainage systems are kept clean.
- 7I Maintenance and management of Cycads – Cycads will be monitored and kept healthy by the service provider. Quarterly report on health status of cycads to be provided by the supplier
- 7J Alien species – quarterly alien species assessment to be done by the service provider and a recommendation report provided by the supplier

## 8. Water and Irrigation

### A General responsibility

- 8A1 The Service Provider shall be solely responsible for ensuring that all areas of planting receive the correct amount of water, taking into account the extent and type of irrigation presently on site and the expected rainfall.
- 8A2 The Service Provider is to make allowance in their maintenance costing for damaged sprinkler heads and other fittings as and when required.

### B Irrigation maintenance

- 8B1 The Service Provider shall be responsible for monitoring the day to day running of irrigation systems when and where installed and to carry out the necessary adjustments and minor repairs when required.
- 8B2 Day to day repairs of irrigation systems shall be supplied for by the Service Provider e.g. nozzles, etc.

**NOTE:** When water restrictions are required, this must be monitored and in accordance with SABS requirements for areas where there is no use of bore-hole water.

## 9. **EMPTY SWIMMING POOL – it is the responsibility of the Service Provider to maintain the empty swimming pool at all times**

- A1 Maintain lawns around the empty swimming pool area and watering regularly.
- A2 All rainwater accumulated inside the empty swimming pool is to be drained and all litter removed from the pool.

## 10. **Pot plants**

The Service Provider shall maintain all pot plants in public areas throughout the SABS which such maintenance shall include:

**Watering:** Check water level of pot plants weekly and fill up if needed

**Foliage:** Maintaining healthy green foliage weekly

**Pest Control:** monitoring and treating of pest control as and when required.

**11. Site Inspections**

This is to be carried out by the Service Provider and SABS Representative and details of findings reported into a monthly report for SABS.

**12. Interface and exclusions**

- 12A The Parties to the contract consider that the existing outdoor surface structure will basically remain unchanged (i.e. plants, trees, lawns, shrubs, flowers, parking areas, streets, empty swimming pool, empty pond, tennis courts, etc.)
- 12B For any major change in the abovementioned structure, the contract price may be adjusted accordingly.
- 12C Material costs which are NOT included in the base consideration will and have to be borne by the SABS, such as: Cost for new trees and shrubs. Such expenses will require prior authorization by the SABS.

**13. Health & Safety/Personnel**

- 13A All Service Provider staff are to be fully trained and certified for the use of machinery (i.e. chain saw). A copy of all certificates shall be included in the H&S file which is to be handed to the SABS on request.
- 13B All Service Provider's staff are to be fully equipped with relevant safety clothing (PPE).
- 13C Staff working with creating fire breaks must be fully trained to conduct such an exercise
- 13D Safety Data Sheet documentation should be available at all times and on display with the chemicals stored on site. All employees of the Service Provider should be fully aware of the contents.

**14. Cycads**

Continuous watering, monitoring and maintenance of all Cycads as well as implement the recommendations from the Horticulturist

**15. Security**

- 14A SABS has access controlled sites and all Service Provider's staff shall abide to the SABS Security Policy and Procedures.

**16. General/Ad-hoc services**

- 15A Written permission from SABS will be obtained prior to any tree/s, bushes, plants etc. being removed.
- 15B Any cycads or shrubs that require to be relocated will be done by the Service Provider on written request by the SABS and at no additional costs to the SABS.
- 15C Trees that require to be removed will only be removed subject to SABS written approval and compliance to its processes. Arrangements must be made with SABS prior to work being conducted for noise control.



## **17. Requirements**

- 16A A proposed operational maintenance plan / work schedule for all sites is to be compiled by the Service Provider and presented to SABS for approval. The following should be submitted to the SABS upon signature of this Agreement:
- 16B Certified copies of qualifications of key personnel e.g. horticulturist
- 16C Qualified site manager in garden maintenance and landscaping; and
- 16D A proposed full-time personnel structure.

## **18. Working Hours**

The Service Provider will provide its own staff. Working hours will be from 06:30am (when staff report to their workstations) until 15:30pm – Monday to Friday, excluding weekends and public holidays.

## **19. ADDITIONAL SCOPE REQUIREMENTS**

- 1) All staff to be medically fit. Medical fitness certificates to be provided to prove
- 2) Safety file to be provided on a monthly basis with a SHE representative on the monthly HSE meeting
- 3) All staff to be trained on equipment

### **Additional Notes:**

The horticulturist services forms part of this contract and required to visit the Groenkloof and NETFA sites at least once per month and supply a written report on work completed and work scheduled to SABS.

- The SABS may, at its sole discretion, arrange for the Service Provider to use SABS equipment and assets, (if and when possible) and any equipment supplied by the SABS must be used with care. All SABS equipment made available to the Service Provider will remain the property of the SABS.
- A Monthly report, shall be submitted, along with the Health and Safety (H&S) monthly report prior to the diarized planned monthly meetings.
- The Service Provider is to appoint the relevant staff for OHS requirements and the H&S representative to attend the monthly SABS OHS meetings.
- Scoffling around buildings and fence lines (1.5m inside and outside the fence for Groenkloof and NETFA) is required for Groenkloof and NETFA. Kloppersbos site must have fire breaks along the fence line and along the drive way. This will be shown to the Service Provider by SABS.
- The outer fence lines of SABS Groenkloof and NETFA will be free of weeds at all times (arrangements to switch off electric fence will be made in advance with the SABS Security Department). Strict maintenance schedules will be in place to ensure the fence lines meet SABS Security requirements (of 1.5m inside and outside).
- SABS NETFA has wet-land areas, prior arrangements by the Service Provider is to be made to the SABS Security to inform them of fence work poisoning. The fence line is to be switched off to ensure safety of the staff. Once completed, SABS Security to be informed to switch on the fence
- The SABS garden storage may be used by the Service Provider for storage of equipment and use of the office. There are two offices, a garage and other areas allocated.
- **GUTTERS TO BE CLEANED WEEKLY (GROENKLOOF AND NETFA)**

- Service provider to supply fertilizer for NETFA's front area Admin area (costs to be included in the scope)
- Service provider to include fertilizer costs for Groenkloof (costs to be included in the scope)

**APPENDICES A - SPECIAL MONTHLY APPLICATIONS AND OPERATIONS**  
**GROENKLOOF SITE**

DESCRIPTION	N	D	J	F	M	A	M	J	J	A	S	O	TOTAL
<b>1. LAWN AND FIELD AREAS</b>													
<b>1.1 Mowing/Edging</b>													
Mowing	5	4	4	5	4	2	2	4	4	5	4	5	48
Edging	5	4	4	5	4	2	2	4	4	5	4	5	48
<b>1.2 Fertilizer</b>													
3:2:3					1				1				2
LAN					1				1				2
<b>2. BANKS / VELDGRASS</b>													
Grass cutting and Weed eating	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>3. SHRUBS / GROUND COVER</b>													
3.1 Weeding	1	1	1	1	1	1	1	1	1	1	1	1	12
3.2 Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>4. TREES</b>													
4.1 Pruning	1			1			1			1			5
<b>5. ROADS / PAVING / PARKING</b>	1		1		1		1		1		1		6
5.1 Weed Killer	1	1	1	1	1	1	1	1	1	1	1	1	12
5.2 Sweep	Once per day and as and when required												
<b>6. LITTER COLLECTION</b>	X1 per day as well as, as and when required												
<b>7. CLEAN ROOF GUTTERS</b>	Weekly (schedule to be in place and monitored)												
<b>8. STORMWATER DRAINAGE SYSTEM</b>	4X Per annum												
<b>9. CLEAN FISHPOND (Main reception and CIDB)</b>	As per Work Instruction (SABS will provide)												
<b>10. Cutting of Grass outside perimeter fence</b>	weekly												
<b>11. Cycads</b>	Daily management and as per Horticulturist recommendation												

**APPENDICES B - SPECIAL MONTHLY APPLICATIONS AND OPERATIONS**

**NETFA SITE**

DESCRIPTION		N	D	J	F	M	A	M	J	J	A	S	O	TOTAL
<b>1.</b>	<b>LAWN AND FIELD AREAS</b>													
<b>1.1</b>	<b>Mowing/Edging</b>													
	Mowing (dependable on rain)	2	2	2	2	2	2	2	2	2	2	2	2	24
	Veld grass (tractor work)	1		1		1			1		1		1	6
<b>1.2</b>	<b>Fertilizer – only on established lawns</b>													
	3:2:3					1				1				2
	LAN					1				1				2
<b>2.</b>	<b>BANKS / VELDGRASS</b>													
	Weed eating	1	1	1	1	1	1	1	1	1	1	1	1	12
<b>3.</b>	<b>SHRUBS / GROUND COVER</b>													
3.1	Weeding	1	1	1	1	1	1	1	1	1	1	1	1	12
3.2	Pruning	1		1		1		1		1		1		6
<b>4.</b>	<b>TREES</b>													
4.1	Pruning	1		1		1		1		1		1		6
<b>5.</b>	<b>ROADS / PAVING / PARKING</b>													
5.1	Weed Killer Weed Killer on HV pad	Quarterly Quarterly												
5.2	Sweeping	Once per day and as and when required												
<b>6.</b>	<b>FIRE BREAKS / SCOFFLING</b>	Twice per annum <b>and / or</b> as and when required.												
<b>7.</b>	<b>LITTER COLLECTION</b>	X1 per day as and as and when required												
<b>8.</b>	<b>CLEAN GUTTERS</b>	Weekly												

# APPENDICES C - Special monthly applications and operations

## KLOPPERBOS SITE

DESCRIPTION		N	D	J	F	M	A	M	J	J	A	S	O	TOTAL
<b>1.</b>	<b>LAWN AND FIELD AREAS</b>													
<b>1.1</b>	<b>Mowing/Edging</b>													
	Mowing	4 x per annum												
	Edging/hoeing/scoffling around buildings & fence	To be maintained as per requirements												
<b>1.2</b>	<b>Fertilizer</b>													
	LAN													
	Water													
<b>2.</b>	<b>BANKS / VELDGRASS</b>													
	Weed eating	As and when required (minimal)												
<b>3.</b>	<b>SHRUBS / GROUND COVER</b>													
<b>3.1</b>	<b>Pruning</b>	As and when required (minimal)												
<b>4.</b>	<b>TREES</b>													
<b>4.1</b>	<b>Pruning</b>	Once per annum and/or as and when required												
<b>4.2</b>	<b>Fertilizer</b>													
	LAN @ 50 g/m2													
<b>5.</b>	<b>ROADS / PAVING / PARKING</b>													
<b>5.1</b>	<b>Weed Killer</b>	Once per annum												
<b>6.</b>	<b>FIRE BREAKS</b>	X4 per annum <b>and</b> as and when required with continual maintenance for 6m breaks around fence line												
<b>7.</b>	<b>LITTER COLLECTION</b>	As and when required												

## Appendix B

### Company Experience / Project List

*NB: To be filled in to support/substantiate the stated experience under the evaluation criteria and must be returned to SABS as part of the proposal.*

*Completion of the table is compulsory as content will be used to evaluate similar experience in relation to the scope of work (providing gardening services over a landscape of 20 000m<sup>2</sup> or more).*

Client/ Company Name	Description of service	Gardening and landscaping size: M <sup>2</sup>	Start and end date of contract/project	Contact person/ telephone number/ email

**Note to Bidder:** *If the bidder requires more space than provided above it must prepare a document in substantially the same format setting out all the information referred to above.*

Bidder name: \_\_\_\_\_

Authorized signatory: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix C**  
**Pricing Structure**

**Provision of Gardening Services at Groenkloof, Olifantsfontein and Kloppersbos for a Period of 36 Months**

<b>GROENKLOOF</b>					
<b>Description</b>	<b>Quantities</b>	<b>Cost per month</b>	<b>Cost per Year 1</b>	<b>Cost per Year 2 (including escalation)</b>	<b>Cost per Year 3 (including escalation)</b>
Labour (General staff)	19	R	R	R	R
Site Manager	1	R	R	R	R
Materials/consumables/chemicals as per scope	As per scope of work	R	R	R	R
Equipment		R	R	R	R
Any other cost (if applicable)		R	R	R	R
<b>Total Excluding VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>Total Including VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

<b>NETFA OLIFANTSFONTEIN</b>					
<b>Description</b>	<b>Quantities</b>	<b>Cost per month</b>	<b>Cost per Year 1</b>	<b>Cost per Year 2 (including escalation)</b>	<b>Cost per Year 3 (including escalation)</b>
Labour (General staff)	4	R	R	R	R
Materials/consumables/chemicals as per scope	As per scope of work	R	R	R	R
Equipment		R	R	R	R
Any other cost (if applicable)		R	R	R	R
<b>Total Excluding VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>Total Including VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

<b>CSIR KLOPPERSBOS - QUARTELY</b>					
<b>Description</b>	<b>Quantities</b>	<b>Cost per quarter</b>	<b>Cost per Year 1</b>	<b>Cost per Year 2 (including escalation)</b>	<b>Cost per Year 3 (including escalation)</b>
Materials/consumables/chemicals as per scope	As per scope of work	R	R	R	R
Equipment		R	R	R	R
Any other cost (if applicable)		R	R	R	R
<b>Total Excluding VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
<b>Total Including VAT</b>		<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

**Notes:**

- Bidders are required to refer to the RFP for detailed scope of work before completing the pricing structure.
- The proposed Total cost must be fixed and all inclusive. This means, all direct and indirect costs related costs must be included in the costs. No additional costs will be considered post award. The pricing must include estimated CPI and annal increases.
- Prices must be inclusive of VAT.

**Company Name:**

\_\_\_\_\_

**Authorised Signatory:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**AD-HOC REQUESTS**

<b>Description</b>	<b>Amount per size of tree/branch, m2, labour</b>
1. Tree felling	R
Cut branches	R
Cut and remove a tree (unwanted, dead or fallen)	R
i. Small tree (less than 6m2)	R
ii. Medium tree (6 – 12 m)	R
iii. Large tree (12-18m)	R
iv. XL tree (more than 18-34m)	R
v. XXL tree (more than 34m)	R
2. Irrigation (price per m2)	
New installation	
Repairs of pipes and fittings	
3. Grass (price per m2)	
LM grass	
Kikuyu grass	

*NB: Bidding company must complete the above pricing structure for ad-hoc request for as and when required.*



**Appendix D**  
**Intention to respond to the Request for Proposal**

**We hereby accept / decline your Request for Proposal.**

Company: \_\_\_\_\_  
—

Company  
Representative: \_\_\_\_\_

Position/Title: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_  
—

Please state a brief reason for declining this Request for Proposal \_\_\_\_\_  
\_\_\_\_\_  
—  
\_\_\_\_\_  
—  
\_\_\_\_\_  
—  
\_\_\_\_\_

## Appendix E

### 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 interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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

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 consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

---

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

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 2022/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## Appendix F

### NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an organisation established in terms of section 2 of the Standards Act (29 of 1993), whose registered office is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND \_\_\_\_\_ (“the Bidder”),

Registration Number: \_\_\_\_\_ whose registered office is at

---

(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the

Bidder has received, or may receive in future, information relating to **201645** for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”. “Confidential information” shall include, but not be limited to any information disclosed by the SABS and / or any of its affiliates, employees, agents, representatives, subcontractors and consultants to the Bidder, its employees, agents, representatives and consultants, whether orally, in writing, by graphic, pictorial or electronic format, which information includes but is not restricted to Business information, including know how, commercial and technical aspects of products, processes and services; status and capabilities of the SABS’ business; The SABS or its subcontractors’ marketing and planning programs, products specifications, Service specifications, plans, drawings, test results and findings; financial, operational and technical data; and particular types of technologies and inventions, that already currently exist or that the SABS wishes to be developed, which could be subject to intellectual property rights, whether registered and/or unregistered.

Therefore, the parties wish to agree as follows:

1. The Bidder undertakes to keep strictly secret and confidential all confidential information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Bidder’s obligation to the South African Bureau of Standards).
2. The Bidder undertakes to not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which: -
  - (a) the Bidder can show had been lawfully received by it prior to disclosure under this agreement.

- (b) is in the public domain or becomes so otherwise than through breach of this agreement;
  - (c) was disclosed to the Bidder by a third party who was under no obligation of confidence in respect thereof;
5. The Bidder further undertakes that the South African Bureau of Standards retains ownership of all Intellectual property rights on all material and processes developed that relate to the service provided for and on its behalf by the Bidder. The Bidder undertakes to transfer all said Intellectual Property Rights, whether registered and / or unregistered, to the SABS, including undertaking to sign all forms necessary to affect such transfer.
  6. The Bidder acknowledges that the confidentiality obligations extend from signature of this agreement and survive the termination of the tender process, whether the Bidder is successful or not.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

Signed at.....on this.....day of .....2025

On behalf of the South African Bureau of Standards ..... (signature) Lerato Monyepao (Supply Chain Management)

Witness 1. .... Witness 2. ....

Signed at..... on this..... day of .....2025

Signed on behalf of the Bidder, duly authorised thereto..... (signature)

..... (name) ..... (title)

Witness 1. .... Witness 2. ....

To: [Tenders.Tintswalo@sabs.co.za](mailto:Tenders.Tintswalo@sabs.co.za)

**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**

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps=80(1 - \frac{Pt - Pmin}{Pmin})} \text{ or } & & \mathbf{Ps=90(1 - \frac{Pt - Pmin}{Pmin})} \end{array}$$

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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps=80(1 + \frac{Pt - Pmax}{Pmax})} \text{ or } & & \mathbf{Ps=90(1 + \frac{Pt - Pmax}{Pmax})} \end{array}$$



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.

**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.)*

Specific Goal	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons historically disadvantaged on the basis of race	100% black ownership		10		
	75% - 99% black ownership		8		
	60% - 74.99% black ownership		6		
	51% - 59.99% black ownership		4		
	1% - 50.99% black ownership		2		

	0% black ownership		0		
Persons historically disadvantaged on the basis of gender	100% black women ownership		6		
	51% - 99% black women ownership		4		
	1% - 50.99% black women ownership		2		
	0% black women ownership		0		
Persons historically disadvantaged on the basis of disability	100% owned by persons living with disabilities		4		
	51% - 99% owned by persons living with disabilities		2		
	0% - 50.99% owned by persons living with disabilities		0		

#### 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:

**Appendix H**  
**CSD REPORT**

## **Appendix I – BBBEE Certificate/Sworn Affidavit**

**Appendix J**  
**Management Summary**

**Appendix K**

**Statement of Compliance to the Request for Proposal**

Company Name: \_\_\_\_\_

Proposed Service: \_\_\_\_\_

It is hereby confirmed that the proposal response to the SABS’ RFP is fully compliant with all points with the exception of the specific issues outlined below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_ (Authorised Signatory)

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix L**  
**Page 2 of tender document**



**Appendix M**  
**AUDITED FINANCIAL STATEMENT**

## Appendix N

### Request for Proposal Enquiry

To: [Tintswalo.Nyathi@sabs.co.za](mailto:Tintswalo.Nyathi@sabs.co.za)

From:

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Questions:

Answers:

To: [Tintswalo.Nyathi@sabs.co.za](mailto:Tintswalo.Nyathi@sabs.co.za)

