

INVITATION TO SUBMIT A PROPOSAL FOR REQUIREMENTS OF THE SOUTH AFRICAN BUREAU OF STANDARDS (SABS)

RFP NUMBER: RFP/20/374

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO RENDER GARDENING SERVICES AT SABS BUILDINGS IN GROENKLOOF, NETFA AND KLOPPERBOS -CSIR FOR A PERIOD OF 36 MONTHS

CLOSING DATE: 30 SEPTEMBER 2021 @11:00am

CLOSING VENUE: NO 1 DR LATEGAN ROAD, GROENKLOOF, PRETORIA

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THE FOLLOWING PARTICULARS MUST BE FURNISHED (SBD 1)
(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
<u>IF YES, WHO WAS THE CERTIFICATE ISSUED BY?</u> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐ A REGISTERED AUDITOR ☐ [TICK APPLICABLE BOX]	

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 Service provider to render Gardening services at SABS Building in Groenkloof, NETFA and Klopperbos-CSIR 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 course of 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 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.

3.2 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.

3.3 Delivery of proposals or bids

The Bidder is responsible for ensuring that the Bid/Proposal is sealed and delivered on time in the SABS tender box. 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.

3.4 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.

3.5 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.

3.6 Validity of proposals

The proposal shall remain valid for a period of one hundred and twenty (120) 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.

3.7 Intellectual Property

The Bidder 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.

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 Contact information

All enquiries regarding this RFP must be e-mailed to portia.semenya@sabs.co.za and 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.

4.3 Timescale

The proposed timescales for the RFP process are indicated below.

Item	Milestone	Date
1	Date of RFP advertisement	31 August 2021
2	Closing date for the proposal	30 September 2021 @11:00am
4	Method of Submitting the proposals	A Tender Box will be situated at the Ground Floor Reception
5	Evaluation of proposals (Bidders note that SABS can call for Presentations of bidders offers in between the evaluation dates)	TBA

Item	Milestone	Date
6	Appointment of the successful Bidder	TBA
7	Contract Negotiations	TBA
8	Signing of Contract	TBA
9	Contract Commencement	TBA

4.4 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

- Company profile
- Completed 'Statement of compliance

4.5 Presentations

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

4.6 Submitting a response

4.6.1 Due date

- Proposals/ Bids are to be submitted by closing date and time as stipulated on front page of the RFP document.
- Proposals/ Bids must be hand delivered and placed in the Tender Box situated at:
SABS Reception
SABS Offices
1 Dr Lategan Road
Groenkloof, Pretoria OR
- **Send Electronic Proposals, via this EMAIL ADDRESS : tenders.portia@sabs.co.za**
- Bidders may make use of courier services or alternative means, at their own cost and must ensure that bids are deposited in the SABS tender box.
- The responsibility for on-time delivery rests entirely with the Bidders.
- **Late submissions will NOT be accepted.**

4.6.2 Responses to the RFP Format

- All responses to the RFP must be submitted in two sealed envelopes; the first envelop shall have the technical, compliance and BBBEE response and the second envelop shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelope. SABS may disqualify Bidders who fail to adhere to this requirement.

Bidders are required to package their response/Bid as follows:

- **Volume 1 part A: Returnable documents (Tender Forms)**
- **Volume 1 part B: Technical or Functional Response (response to scope of work)**
- **Volume 2: Financial Proposal**

Bidders must submit 1 original response containing the following:

Volume 1, part A and B, Volume 2 must be Financial proposal in a separate envelop.

Bidders must submit two memory stick, First memory stick must contain Volume 1, part A and B and second memory stick must contain ONLY Financial proposal clearly marked in the bidders name. The sealed envelopes must indicate the following: **Bidder's Name, The Tender Number, RFP Closing date and Time, The number of copies contained and The Bidders return address.**

BIDDERS MUST ENSURE THAT THEIR SUBMISSION HAVE INDEX WITH NUMBERING

- Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- Where Bidders are required to sign forms they are required to do so using a black ink pen
- Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.
- The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- Responses to RFP must provide sufficient information and detail in order to enable SABS to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of SABS to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by SABS.
- Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed.
- Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.

4.6.3 Proposal format

Each proposal shall include a detailed description of the Bidder's capabilities with regard to the requirements set out in **Appendix A**

4.6.4 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;

1. In order to meet this requirement bidders are required to complete in full the TCC 001 'Application for a Tax Clearance Certificate' form available from any SARS branch or on the website www.sars.gov.za. The Tax Clearance Certificate requirements are also applicable to foreign bidders / individuals who wish to submit proposals.
2. The original Tax Clearance Certificate must be submitted together with the proposal.

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate and a Consortia / Joint Ventures / Sub-contractors agreement.

5. Tender Evaluations Process

Stage 1: Mandatory evaluation document

- Valid B-BBEE Level 1, Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) with more than 51% Black owned
- VALID COIDA Certificate

Stage 2: SCM Administrative Compliance

Stage 3: Technical/Functionality Evaluation

Stage 4: Pricing and B-BBEE Evaluation

Responsive services providers will be evaluated on functionality. The minimum score for functionality is 80%, Bidders who do not achieve the 80% threshold on technical evaluation will be evaluated on the next stage of evaluation.

Bidder must clearly respond to each of the be low, this will be strictly reviewed and scored according to the overall feedback provided in the proposal ***and clearly numbered in the Table of contents***

Bidders will be evaluated on a scale of 0 – 5 where; 0 = very poor, 1 = Poor; 2 = Average; 3 = Good; 4 = Very good and 5 = Excellent

Evaluation Criteria	Application 0 = Very Poor; 1 = Poor 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weights %
Company Experience	Score will be based on successfully executed and completed Gardening projects over the last five years, bidders are required to submit appointment letters as proof of appointment to be able to get scores. Score: 0 = No submission of appointment letters 1 = 1 commercial Gardening project completed or within a period of 5 years with the size of 0 – 5000m2 per project 2 = 2 Commercial Gardening projects completed or within a period of 5 years with the size of 5000 – 10 000m2 per project 3 = 3 Commercial Gardening projects completed or within a period of 5 years with the size of 10 000 – 15 000m2 per project 4 = 4 commercial Gardening projects completed or within a period of 5 years with the size of 15 000 – 20 000m2 per project 5 = 5 commercial Gardening projects or more completed or within a period of 5 years with the size of more than 20 000m2 or more	25%
Site/Contract manager's experience in gardening services	Score will be based on qualifications, years of experience in the gardening industries: 0 = No matric with a maximum of two (2) years in gardening experience 1 = Matric with minimum of three (3) years in gardening experience 2 = Matric with Horticulture certificate 3 – 4 years gardening experience 3 = Matric with Horticulture certificate 5 – 6 years gardening experience 4 = Matric with Horticulture certificate 7 -8 Years gardening experience 5 = Matric with Horticulture certificate with more than 9 Years gardening experience Bidders are required to attached CV's and Qualifications as a proof to be able to get scores	15%

Evaluation Criteria	Application 0 = Very Poor; 1 = Poor 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weights %
Delivery Capability	The Tenderer must demonstrate if they have the necessary capacity to provide the required service. <u>Company Structure</u>: Provide an Organogram that depicts the structure for the management of the contract. Management and Operational Structure: Contracts/Site Manager, Safety Officer/Rep and Supervisor 0= No Organogram 1 = Organogram contains none of the positions required above 2 = Organogram contains one (1) of the positions required above. 3 = Organogram contains two (2) of the positions required above 4 = Organogram contains three (3) or more of the positions required above. 5 = Organogram contains four(4) and more of the company's operational structure	15%
Proposal including Project plan	The Tenderer must provide SABS with the gardening implementation plan for garden services. Please outline how the gardening operation at each site will be managed daily to ensure the service levels are consistent and maintained at highest level. Showing estimated starting times start and end times, major milestones, critical path and estimated duration to complete work 0 = No plan 3 = A Generic Plan related to the works or activities of the gardening functions 5 = Detailed gardening plan that include the following, Staff Deployment and Plan as well as gardening Schedules per site.	20%
Client Satisfaction Letter	Points allocated for a submitted Client Satisfaction Letters Reference letters, must include the following: - Official client letter head - State the quality and the performance of the bidder - State the duration of the gardening project - State the landscape size in m2 - Name and details of the contact person - Email address of contact person 5 = Submission of letter from at least 5 + clients 4 = Submission of letter from at least 4 clients 3 = Submission of letter from at least 3 clients 2 = Submission of letter from at least 2 clients 1 = Submission of letter from at least 1 client	25%
Total		100%

Note:

- The final determination for award of this RFP will be the application of the Preference Point Systems on an 80/20 or 90/10 (whichever is applicable) basis for price and BBBEE respectively.

5. BBBEE Compliance

- Certificates issued by IRBA and Accounting Officers have been discontinued, bidders will be automatically disqualified if they can submit such certificate.
 - SANAS BBBEE certificates are identifiable by a SANAS logo and a unique BVA number
- The sworn affidavit must be sign by an independent commissioner of oath.
- Bidders must make sure that their sworn affidavit is complete in full
- Bidders must make sure that the sworn affidavit indicate the Financial year

- Bidders must indicate on the sworn affidavit if the turnover is based on Management account or Financial account.
- A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate
- BBEE Certificate and Sworn affidavit must be valid at the time of the closing of the tender.

6. 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, Trade Marks, 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.
- Incomplete submissions with reference to the list of returnable documents defined in Section 3.5
- Any attempt to make contact with the SABS staff other than those designated as contacts.

7. Feedback on Proposals

Once the recommendation to the Tender 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.

8. Contracting

Successful bidder(s) will be required to enter into a contract with the SABS for period of three (3) years. 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.**

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 m²
Flower beds - approximately 13 000 m²
Lawn & veld grass (inside and outside) - approximately 91 861 m²
Parking - approximately 16 850 m²
Tar roads - approximately 38 900 m²
Pathways - approximately 1 800 m²
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. Kloppebos –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 m²

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 services 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.

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 discussed with the SABS Facilities. Any flowering annuals which are suffering due to pest or infection shall be replaced immediately.

C Pruning

- C1 General pruning 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 may only be undertaken on approval and at the discretion of the SABS.
- 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 under 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 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 rain water 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 Material 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) Number of staff subjected to COVID-19 national risk adjustment strategies
- 2) Number of staff subjected to SABS COVID-19 protocols as and when
- 3) All staff to be medically fit. Medical fitness certificates to be provided to prove
- 4) Safety file to be provided on a monthly basis with a SHE representative on the monthly HSE meeting
- 5) 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 (GORNKLOOF 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
1.	LAWN AND FIELD AREAS													
1.1	Mowing/Edging													
	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
1.2	Fertilizer													
	3:2:3					1				1				2
	LAN					1				1				2
2.	BANKS / VELDGRASS													
	Grass cutting and Weed eating	1	1	1	1	1	1	1	1	1	1	1	1	12
3.	SHRUBS / GROUND COVER													
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
4.	TREES													
4.1	Pruning	1		1		1		1		1		1		6
5.	ROADS / PAVING / PARKING													
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												
6.	LITTER COLLECTION	X1 per day as well as, as and when required												
7.	CLEAN ROOF GUTTERS	Weekly (schedule to be in place and monitored)												
8.	STORMWATER DRAINAGE SYSTEM	4X Per annum												
9.	CLEAN FISH POND (Main reception and CIDB)	As per Work Instruction (SABS will provide)												
10.	Cutting of Grass outside perimeter fence	weekly												
11.	Cycads	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
1.	LAWN AND FIELD AREAS													
1.1	Mowing/Edging													
	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
1.2	Fertilizer – only on established lawns													
	3:2:3					1				1				2
	LAN					1				1				2
2.	BANKS / VELDGRASS													
	Weed eating	1	1	1	1	1	1	1	1	1	1	1	1	12
3.	SHRUBS / GROUND COVER													
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
4.	TREES													
4.1	Pruning	1		1		1		1		1		1		6
5.	ROADS / PAVING / PARKING													
5.1	Weed Killer Weed Killer on HV pad	Quarterly Quarterly												
5.2	Sweeping	Once per day and as and when required												
6.	FIRE BREAKS / SCOFFLING	Twice per annum and / or as and when required.												
7.	LITTER COLLECTION	X1 per day as and as and when required												
8.	CLEAN GUTTERS	Weekly												

APPENDICES C - Special monthly applications and operations

KLOPPERBOS SITE

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

Appendix B

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 Lateran 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 **RFP/20/374** 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 of2021

On behalf of the South African Bureau of Standards(signature) Portia Semenya (Procurement)

Witness 1. Witness 2.

Signed at..... on this.....day of2021

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

..... (name) (title)

Witness 1. Witness 2.

To: portia.semenya@sabs.co.za

Appendix C

SABS STANDARD TERMS AND CONDITIONS

Bidders must sign the terms and condition to indicate acceptance thereof. Should the bidder have a variation/s, these must be submitted as Annexure F1 indicating the clause number, the rational for not accepting that specific clause and provide an alternative clause.

NB: please download from the SABS website and return initialled pages with the tender

Appendix D

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"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) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person

connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies **YES/NO**

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Appendix E
BBBEE Certificate

Appendix F
Management Summary (Company profile)

Appendix G

Request for Proposal Enquiry

To: portia.semenya@sabs.co.za

From: _____

Questions:

Answers:

To: portia.semenya@sabs.co.za

Appendix I
Central Supplier Database Report (MA Number)

Appendix L

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 **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.**

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TABLE 1 - PRICING SCHEDULE

Groenkloof				
DESCRIPTION	COST PRICE PER MONTH	Total Cost Year 1	Total Cost Year 2 Including escalation	Total Cost Year 3 Including escalation
1 Gardening Services				
1.1 Material/chemicals				
1.2 Labour (17x general staff)				
1.2 Labour (1x Site Manager)				
1.3 Equipment				
Total Excl Vat				
Vat 15%				
Total				

NETFA				
DESCRIPTION	COST PRICE PER MONTH	Total Cost Year1	Total Cost Year 2 Including escalation	Total Cost Year 3 Including escalation
1 Gardening Services				
1.1 Material/chemicals				
1.2 Labour (4x general staff)				
1.3 Equipment				
Total Excl Vat				
Vat 15%				
Total				

Kloppersbos - QUARTELY				
DESCRIPTION	COST PRICE PER QUARTER	Total Cost Year 1	Total Cost Year 2 Including escalation	Total Cost Year 3 Including escalation
1 Gardening Services				
1.1 Material/chemicals				
1.2 Equipment				
Total Excl Vat				
Vat 15%				
Total				

ADHOC SERVICES _PRICING SCHEDULE

GARDEN SERVICES RFP - SABS GOENKLOOF, NETFA & KLOPPERBOS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

Description	Amount per size of tree/branch, m2, labour
1.Tree felling	
Cut branches	
Cut and remove a tree (unwanted, dead or fallen)	
I. Small tree	
II. Medium tree	
III. Large tree	
2. Irrigation (price per m2)	
• New installation	
• Repairs of pipes and fittings	
3. Grass (price per m2)	
• LM grass	
• Kikuyu grass	
4. Cherry picker hiring per day- diesel to be invoiced after work is completed	