



TSHWANE AUTOMOTIVE SPECIAL ECONOMIC ZONE

AFRICA'S FIRST AUTOMOTIVE CITY

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| REQUEST FOR QUOTATION | |
| RFP Description: | Appointment of a Service Provider for the provision of Garden and Landscaping Services for a period of 36 months |
| RFP Number: | TASEZ/RFP/005/2025 |
| Closing Date: | 26 September 2025 |
| Closing Time: | 12h00 |
| RFP Validity Period: | 120 Days |
| Compulsory Briefing: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Compulsory Briefing Session Details: Date: 11 September 2025 Time: 12:00 – 14:00 Venue: TASEZ Central Hub Manitoba, The Willows 340-Jr, Pretoria, 0081 |
| TASEZ Enquiry Details: | |
| Name: | SCM |
| Contact Numbers: | 012 940 6377 |
| Email Address: | rfqs-rfps@tasez.co.za |
| Delivery Address: | The Procurement Officer Tshwane Automotive Special Economic Zone Building 21, Main Reception Council for Scientific and Industrial Research (CSIR) Meiring Naudé Road; Brummeria; Pretoria (Gauteng) |

| | |
|----------------------|--|
| Bidders Name: | |
|----------------------|--|

Controlled Disclosure

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| Total Bid Price (All Inclusive) | R |
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1. Introduction

- 1.1. Africa's first automotive city, the Tshwane Automotive Special Economic Zone (TASEZ), is changing the face of South Africa's manufacturing industry, accelerating economic reform, encouraging investment in the sector and, most importantly, creating jobs. Located in the City of Tshwane, TASEZ is a multi-billion project between the Department of Trade, Industry and Competition (the dtic), the Gauteng Government and the City of Tshwane. This innovative and crucial special economic zone fits seamlessly into the priorities of the South African Economic Reconstruction and Recovery Plan and plays a catalytic role in extending economic participation across the Tshwane region, opening multiple opportunities for small, medium and micro enterprises (SMMEs) and co-operatives, and promoting skills develop and the transferal of technological expertise in the automotive manufacturing industry.

This Request for Proposals (RFP) is for the appointment of a service provider for the provision of garden and landscaping services for a period of 36 months

Appointment of a Service Provider for the provision of Garden and Landscaping Services for a period of 36 months

Document No: TAS-FSC-RFP02
Revision No: 01
Effective Date: May 2022

2. SBD 1 Form – Invitation to Bid

2.1. Invitation to Bid

| | | | | | |
|---|---|----------------------|-------------------|----------------------|-------|
| You are Hereby Invited to Bid for Requirements of the (Name of Department/ Bidder Entity) | | | | | |
| Bid Number: | TASEZ/RFP/005/2025 | Closing Date: | 26 September 2025 | Closing Time: | 12h00 |
| Description: | Appointment of 2 service providers for the garden and landscaping maintenance for a period of 36 months | | | | |
| The Successful Bidder will be Required to Fill in and Sign a Written Contract Form (SBD7). | | | | | |

Bid Response Documents May Be Deposited in the Bid Box Situated at (Street Address):

| | | | | | |
|--|---|--|-------------------------------------|----|---|
| The Procurement Officer Tshwane Automotive Special Economic Zone Building 21, Main Reception Council for Scientific and Industrial Research (CSIR) Meiring Naudé Road; Brummeria; Pretoria (Gauteng) Coordinates: 25°44'51.4"S 28°16'53.5"E | | | | | |
| Supplier Information | | | | | |
| Name Of Bidder | | | | | |
| Postal Address | | | | | |
| Street Address | | | | | |
| Telephone Number | Code | | Number | | |
| Cellphone Number | | | | | |
| Facsimile Number | Code | | Number | | |
| E-Mail Address | | | | | |
| Vat Registration Number | | | | | |
| | | TCS PIN: | | OR | CSD No: |
| B-BBEE Status Level Verification Certificate [Tick Applicable Box] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE Status Level Sworn Affidavit | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, who was the Certificate Issued by? | | | | | |
| An accounting officer as | <input type="checkbox"/> | An Accounting Officer as Contemplated in the Close Corporation | | | |

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| contemplated in the Close Corporation Act (CCA) and name the applicable in the tick box | <input type="checkbox"/> | Act (CCA) |
| | <input type="checkbox"/> | A Verification Agency Accredited by the South African Accreditation System (SANAS) |
| | <input type="checkbox"/> | A Registered Auditor Name: |
| [A B-BBEE Status Level Verification Certificate / Sworn Affidavit (For EMES & QSES) Must Be Submitted in Order to Qualify for Preference Points For B-BBEE] | | |
| Are you the Accredited Representative in South Africa for the Goods / Services / Works Offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes Enclose Proof] | Are you a Foreign Based Supplier for the Goods / Services / Works Offered? <input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes Answer Part B:3 Below] |
| Signature of Bidder | | Date |
| Capacity under which this Bid is Signed. (Attach Proof of Authority to Sign this Bid, e.g., Resolution of Directors, etc.) | | |
| Total Number of Items Offered | | Total Bid Price (All Inclusive) R |
| Bidding Procedure Enquiries may be Directed to: | | Technical Information may be Directed to: |
| Department/ Bidder Entity | SCM TASEZ | Contact Person Lucia / Hlamulo |
| Telephone Number | 012 940 6377 | Facsimile Number |
| Facsimile Number | N/A | E-Mail Address rfqs-rfps@tasez.co.za |
| E-Mail Address | rfqs-rfps@tasez.co.za | |

2.2. Terms and Conditions for Bidding

2.2.1. Proprietary Information

2.2.1.1. TASEZ considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to TASEZ. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of TASEZ.

2.2.2. Enquiries and Communication

- 2.2.2.1. All communication and attempts to solicit information of any kind relative to this tender should be in writing and directed to: Email address: rfqs-rfps@tasez.co.za.
- 2.2.2.2. Clarification questions from Bidder will be closed **Five (5) Working Days** before the date of closure of the RFP. Note that the last date for request for information pertaining to this tender will be on the **11th of September 2025**.
- 2.2.2.3. Bidders may not contact any other TASEZ employee besides contact person mentioned on Paragraph 2.2.2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.
- 2.2.2.4. All the documentation submitted in response to this tender must be in English.
- 2.2.2.5. The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by TASEZ in regard to anything arising from the fact that pages are missing or duplicated.
- 2.2.2.6. If the Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this RFP or any other information provided by TASEZ (other than minor clerical matters), the Bidder must promptly notify TASEZ in writing of such discrepancy, ambiguity, error or inconsistency in order to afford TASEZ an opportunity to consider what corrective action is necessary (if any).
- 2.2.2.7. Any actual discrepancy, ambiguity, error, or inconsistency in the RFP or any other information provided by TASEZ will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 2.2.2.8. All persons (including Bidders) obtaining or receiving the RFP and any other information in connection with the RFP must keep the contents

of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to the RFP.

2.2.3. Validity Period

2.2.3.1. Responses to this tender received from suppliers will be valid for a period of **120 days** counted from the closing date of the tender.

2.2.4. Submission of Tenders

2.2.4.1. All submissions must be marked: "For attention: Supply Chain Management" with the RFP Number included and hand delivered.

**The Procurement Officer
Tshwane Automotive Special Economic Zone**

The Tender Box is situated at. The address is: -
Building 21, Main Reception
Council for Scientific and Industrial Research (CSIR)
Meiring Naudé Road; Brummeria; Pretoria (Gauteng)
Coordinates: 25°44'51.4"S 28°16'53.5"E

2.2.4.2. Bid documents shall only be considered when received on or before the closing date and time which is **26th of September 2025** at **12h00**. Late proposals will not be considered. RFP documents will not be opened in Bidder; however, the results will be published on the TASEZ website.

2.2.4.3. Tenders should be submitted bound in a sealed envelope and Bidders are required to submit as follows:

2.2.4.3.1. One (1) Original

2.2.4.3.1.1. One original of the completed RFP document shall be placed in a sealed envelope marked:
**"TASEZ/RFP/005/2025 – Appointment of 2
service providers for the garden and**

landscaping maintenance for a period of 36 months.”

2.2.4.3.1.2. The **Closing Date and Time**, **Company Name** and the **Return Address** must also be endorsed on the envelope.

2.2.4.3.1.3. If a **Courier Service Company** is being used for delivery of the bid document, the bid description must be endorsed on the **Delivery Note / Courier Packaging** to ensure that documents are delivered into the tender box.

2.2.4.3.2. Flash Disk

2.2.4.3.2.1. A copy of the tender shall be scanned and saved in a flash disk that will resemble the original signed hardcopy. The flash disk must be secured in the file.

2.2.4.3.3. Electronically Submission

2.2.4.3.3.1. Electronic submissions are **not allowed** for this tender

2.2.4.4. The bids must be in the tender box by no later than **12h00** on the **29th of September 2025**.

2.2.4.5. No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

2.2.4.6. Amended bids may be sent, together with the original bid, in an envelope marked “Amendment to bid” and should be placed in the bid box before the closing date and time. Submission of amendment bids without also submitting an original bid document as requested will not be considered.

- 2.2.4.7. The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 2.2.4.8. **Bidders are required to initial each page of the RFP document on the right-hand side at the bottom of each page.**
- 2.2.4.9. Bidders to note that TASEZ is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 2.2.4.10. TASEZ reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to TASEZ.
- 2.2.4.11. TASEZ also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This may be added as a request to be agreed when contracting.
- 2.2.4.12. TASEZ also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 2.2.4.13. TASEZ reserves the right to, among other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 2.2.4.14. An incomplete price list shall render the bid non-responsive.
- 2.2.4.15. TASEZ reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the TASEZ internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.

2.2.4.16. All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid**

2.2.4.17. All reference to TASEZ on this bid document includes its subsidiaries who are affected by the deliverable of this bid document.

2.2.4.18. The General Condition of Contract is part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialled or not.

2.2.4.19. This bid is subject to the preferential procurement policy framework act 2000 and the preferential procurement regulations, 2017, the general conditions of contract (GCC) and, if applicable, any other legislation or special conditions of contract.

2.2.4.20. None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by TASEZ.

2.2.4.21. Bidder must register on the central supplier database (CSD) to upload mandatory information namely: (Business Registration / Directorship / Membership / Identity Numbers; Tax Compliance Status; Banking Information for verification purposes). B-BBEE Certificate or Sworn Affidavit for B-BBEE must be submitted to bidding institution.

2.2.5. Late Submission

2.2.5.1. Late responses to the RFP will not be accepted.

2.2.5.2. All dates and times in this RFP are in accordance with the South African standard calendar and time.

2.2.5.3. Any time or date in this RFP is subject to change at TASEZ's discretion. The establishment of a time or date in this RFP does not create an obligation on the part of TASEZ to take any action or create any right in any way for any Bidder to demand that any action be taken on the date established.

2.2.5.4. The Bidder accepts that, if TASEZ extends the deadline for the RFP submission (the closing date) for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

2.3. SBD 2 - Tax Compliance Requirements

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

- 2.3.1. Bidders must ensure compliance with their Tax obligations.
- 2.3.2. Bidders are required to submit their Unique Personal Identification Number (Pin) issued by SARS to enable TASEZ to verify the taxpayer's profile and tax status.
- 2.3.3. Application for Tax Compliance Status (TCS) Pin may be made via e-filing through the SARS website www.sars.gov.za
- 2.3.4. Bidders must submit a printed TCS Certificate together with the bid.
- 2.3.5. In Bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate TCS Certificate / Pin / CSD Report.
- 2.3.6. Where no TCS Pin is available, but the Bidder is registered on the Central Supplier Database (CSD), a CSD Report must be provided.
- 2.3.7. No bids will be considered from persons in the Service of The State, Companies with Directors who are Persons in The Service of the State, Or Close Corporations with members Persons in the Service of the State."

2.4. Questionnaire to the Bidding Foreign Suppliers

Is The Bidder a Resident of the Bidder of South Africa (RSA)? ☐ Yes ☐ No

Does the Bidder have a Branch in the RSA? ☐ Yes ☐ No

Does the Bidder have a Permanent Establishment in the RSA? ☐ Yes ☐ No

Does the Bidder have any Source of Income in the RSA? ☐ Yes ☐ No

If the answer is "no" to all of the above, then, it is not a requirement to obtain a Tax Compliance Status / Tax Compliance system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

(Proof of authority must be submitted e.g., company resolution)

DATE: _____

2.5. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of Enterprise: _____

Section 2: VAT Registration Number, if any: _____

Section 3: CIDB Registration Number, if any:

Section 4: Particulars of Sole Proprietors and Partners in Partnerships

| Name* | Identity number* | Personal Income Tax Number* |
|-------|------------------|--------------------------------|
| | | |
| | | |
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| | | |
| | | |

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of Companies and Close Corporations

Company Registration Number: _____

Close Corporation Number: _____

Tax Reference Number: _____

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or

may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Bidder or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____

Date _____

Name

Position

3. Scope of Work

3.1. Bidders are requested to submit proposals for the provision of garden maintenance, landscaping, and road and parking area maintenance for a period of 36 months for both Phase 1 and Phase 1A. The scope includes the following: -:

3.1.1. General SCOPE OF SERVICES REQUIRED

- 3.1.1.1. The service provider shall be expected to render Garden and landscaping maintenance services for TASEZ.
- 3.1.1.2. The service provider is expected to provide a project proposal on how the work will be executed.
- 3.1.1.3. The service provider shall be expected to provide all necessary equipment, Labours, and expertise to apply to the maintenance of gardens, paved landscaping, and parking areas as directed in the specifications.
- 3.1.1.4. The gardening maintenance shall include but not limited to daily maintenance of trees, shrubs, grass, lawn, and groundcovers.
- 3.1.1.5. The landscaping maintenance shall include but not limited to daily cleaning of paved, landscaping and tar road areas.
- 3.1.1.6. Service provider shall submit to the Zone operations approval and acceptance of the maintenance plan. The plan shall be structured and implemented prior commencement of the contract to ensure a best gardening and landscaping practices in and around the identified areas.
- 3.1.1.7. All work shall be completed to the satisfaction of the TASEZ Management Team.
- 3.1.1.8. The service providers shall be familiar with and apply all standard practices as applied in the horticultural and landscaping industry.
- 3.1.1.9. An emergency call-out service to address such occurrences such as fallen trees, water leaks, irrigation damages.
- 3.1.1.10. The service provider shall be responsible for the provision of all consumables that might be needed to render an efficient service:

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- 3.1.1.11. The service provider must submit the specification and material safety data sheets of all the consumables and any agents required prior the commencement of the contract.
- 3.1.1.12. The contractor is strictly required to follow the manufactures instructions regarding the use of all the chemicals.
- 3.1.1.13. The service provider shall be requested to bring onsite the Equipment required to execute the work prior the commencement of the contract.
- 3.1.1.14. The conditions set out in this specification will be used as a basis for monitoring the Gardening and Landscaping services.

3.2. Table 1:Task and Activities

| TASEZ PHASE 1 and phase 1A Gardening maintenance | | |
|---|--|------------------|
| Tasks | Activities | Frequency |
| Weed control | <ul style="list-style-type: none"> a) All areas of the lawn shall always be kept free of weeds. Constant checking and eradication of weeds is to be undertaken. b) All areas of the garden must always be kept weed free. c) All paved areas must always be kept weed free. d) Weed control should be done manually, chemicals are prohibited to be used. e) Ensure all self-seeded treelines are removed on a regular basis. f) All plant bedding area should be kept weed free all the time. | Daily |
| Grass cutting | <ul style="list-style-type: none"> a) Cut the grass up to a uniform height. b) All grass cuttings will be removed from site after every work done. | Daily |

| | | |
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| | c) All areas where the veld grass encroaching onto kerbs or footpaths are to be trimmed to a line down the back edge of the footpath. No encroachment will be allowed. | |
| Lawn mowing and edging | <p>a) Grass is to be mowed and maintained at a height of 20 - 25 mm, inconsistent and uneven mowing must be avoided.</p> <p>b) All grass cuttings will be removed from site after every work done.</p> <p>c) If any lawn area appears bare and/or uneven due to incorrect cutting, then the contractor will be required to reinstate the area to the correct levels and replant the lawn if necessary.</p> <p>d) All areas where the lawn overlaps or encroaches onto kerbs or footpaths are to be trimmed to a line down the back edge of the footpath. No encroachment will be allowed.</p> <p>e) No edges are to be cut using a spade. Only nylon line trimmers or hand grass or hedge shears may be used.</p> | Daily |
| Watering/irrigation | <p>a) All areas of shrubs, ground covers, Trees and perennials are to receive water as per watering schedule.</p> <p>b) The contractor is responsible for providing all necessary hoses, sprinklers, and fittings to carry out watering in areas not covered by the irrigation system.</p> | Daily |

| | | |
|---------------|---|-------|
| | c) All other areas not covered by the installed irrigation system are to be hand watered. | |
| Fertilization | <p>a) All areas are to be well watered after fertilization.</p> <p>b) All beds are to be fertilized using 3:1:5 at a rate of 60g/m² during February and April.</p> <p>c) Apply fertilisers after mowing the lawn.</p> <p>d) Fertiliser will be uniformly applied using a mechanical or calibrated hand spreader and may not be applied by hand. The brand and type of Fertiliser shall in each case first be approved by the TASEZ representative.</p> | Daily |
| Waste Removal | <p>a) The contractor shall be responsible for the removal of the day-to-day refuse.</p> <p>b) The contractors shall not leave stockpiles of leaves, grass clippings and other refuse overnight. All organic refuse is to be taken to dumping site.</p> <p>c) Sufficient refuse bags need to be provided daily.</p> <p>d)</p> | Daily |
| Pruning | <p>a) General pruning is to be carried out throughout the year.</p> <p>b) Ground covers are to be cut back from bed edges and kerbs.</p> <p>c) Shrubs pruned as and when necessary and as directed by the client.</p> <p>d) Remove dead and excessive material, in particular the dead flowers and leaves.</p> | Daily |

| | | |
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| | <p>Pruning shall encourage density and a natural appearance.</p> <p>e) Care shall be taken to ensure that ground covers and climbers do not grow into or onto adjacent shrubs and trees.</p> <p>f) Major pruning may only be undertaken on approval and at the discretion of the facilities officer/manager.</p> | |
| Composting | <p>a) Composting of beds and shrubs are to be done annually, during August/September.</p> <p>b) Top dressing of lawn areas is to be done during August/September month.</p> | |
| Top dressing | <p>a) Top dressing is to be applied as and when necessary to make up localized depressions in the lawn areas and to stimulate growth in heavy wear areas.</p> <p>b) General topdressing for all lawn areas shall be applied annually during spring and will be an extra cost at prices quoted in this tender.</p> <p>c) Application method:</p> <p>d) Fertilizers are to be applied using a</p> <p>e) mechanical spreader or calibrated hand spreader. Fertilizers are not to be applied by hand.</p> <p>f) After fertilization, all areas are to be thoroughly watered to avoid any possibility of burning and to encourage fertilizer penetration to the root zone.</p> | |
| Irrigation maintenance | <p>a) The contractor shall be responsible for monitoring the day-to-day running of</p> | |

| | | |
|--|---|--|
| | <p>irrigation systems when-and-where installed and to carry out the necessary adjustments and minor repairs when required.</p> <p>b) The Client shall conduct a regular inspection on the entire irrigation system.</p> <p>c) The contractor shall be responsible for maintaining and repairing of the irrigation system (sprinkler heads, connectors, feeder pipes).</p> <p>d) It is the requirement of the contract, that the irrigation system be serviced at regular intervals (including repairs).</p> | |
| Maintenance of (plants) shrubs, flower beds, groundcovers, trees | <p>a) perform Pest control on the plants.</p> <p>b) Perform weeding on the bedding plants.</p> <p>-</p> | |
| Replacements of the plants | <p>a) The service provider shall be required to replace the plants if they get damaged.</p> <p>b) New trees and replacements will be at the cost of the service provider due to lack of maintenance or negligence on the part of the contractor. Labour to be provided at no additional costs.</p> <p>c) All trees requiring watering to be watered by hose, the basins being filled once per week throughout the year.</p> | |
| Scarification and Aeration | <p>d) Areas of lawn are to be scarified mechanically and with the frequency</p> | |

| | | |
|---|--|-------|
| | <p>indicated. The grass removed is to be taken off site or to compost designated areas.</p> <p>e) Scarification of the grass surface must be carried out once a year to remove the build-up of dry thatch. This should be carried out in July followed by the fertilizing.</p> | |
| Labour Force and Supervision | <p>a) The property is to be maintained on a five (5) weekday basis. The contractor must retain a full-time presence on site.</p> <p>b) The working over time shall be implemented if required.</p> <p>c) Sufficient supervision must schedule the work to be done and liaise with the Client Representative.</p> <p>d) The contractor must provide a daily works rooster to ensure that the Client Representative is aware of the duties.</p> <p>e) All contractor's staff shall adhere to the company's internal rules and regulations, whilst in premises (staff entrance, exit, etc.)</p> | |
| TASEZ, Landscaping, Parking, and pathways | | |
| Roads, Landscaping and Parking bays cleaning services | <p>a) Paved areas should be cleaned daily with brooms and leaf blowers.</p> <p>b) All roads, pathways and parking areas are to be kept swept and clean. All litter and rubbish (including papers, cans, cigarette butts, etc.) which accumulate on site from whatever source shall be removed by the Contractor.</p> | Daily |

| | | |
|--------------------------------------|---|-----------|
| | <p>c) Concrete floor should be water pressure washed four times a year.</p> <p>d) Heavy duty brooms are required for sweeping.</p> <p>e) Cleaning should be done on all parking bays and roads indicated in this document.</p> | Quarterly |
| Central Hub Indoor Pot Plants | | |
| Ten (Indoor Pot Plants) | <p>a) The service provider shall be expected to maintain number of 10 indoor plants that are placed inside the offices.</p> <p>b) Control the pests on the plants if required.</p> | Daily |
| Annuals maintenance | <p>c) Certain areas may require year-round colour as per Client requirements. The soil will be well prepared approved compost, 2:3:2(22) Zn@60g/m² and Superphosphate (8.3%) 125 g/m².</p> <p>d) The choice of plants replacement must be pre-approved by the Client.</p> <p>e) Any flowering annuals which are suffering due to pest or infection shall be replaced immediately by the service provider at own cost.</p> | |

3.2 The Equipment and Personnel requirements: -

- 3.2.1.1 All personnel deployed on site must be adequately trained and fully competent in the operation of the relevant equipment. Where applicable, valid certificates of training and competency must be submitted and maintained on record.
- 3.2.1.2 The bidder must provide documented evidence of an equipment inventory. In cases where equipment is rented, valid rental agreements or supporting documentation must be submitted as proof.
- 3.2.1.3 All equipment must be kept clean and free of any fuel or lubricant leaks that may pollute the environment. Spot checks will be done, and any transgression will result in a penalty fine.
- 3.2.1.4 The bidder is responsible for supplying and maintaining all required equipment and protective clothing necessary for the execution of the contract. This includes, but is not limited to, the following non-exhaustive list.
- 3.2.1.5 The service providers shall ensure that all equipment, machinery, and vehicles are in good operating condition, adequately silenced in accordance with the manufacturer's specifications,
- 3.2.1.6 free of oil and fuel leaks and shall not produce smoke more than the Regulations of the Environmental Conservation Act 73/1989, SANS 62841-1:2015 and SANS 60335-2-91:2008.
- 3.2.1.7 The successful service providers shall be compliant with the Occupational Health & Safety Act, No 85 of 1993.
- 3.2.1.8 Service provider shall supply Spill kit and spill kit training.
- 3.2.1.9 Service provider shall provide the decanting facilities.
- 3.2.1.10 The service provider's personnel shall wear appropriate personal protective equipment when executing the job, such as gloves, toe protecting boots, high jackets, water-proof clothing, goggles.

- 3.2.1.11 Tools and Equipment

Table 2:

Table 2: tools and equipment required but not limited to:

| Description of equipment | Quantity |
|---------------------------------------|------------|
| Garden Rakes | 10 |
| Garden steel Forks | 10 |
| Garden Spade | 10 |
| Industrial Hedge Pruners | 2 |
| Garden Edgers | 2 |
| Wheelbarrows | 4 |
| 20m Garden Hose pipe | 2 |
| Industrial Lawn mowers | 4 |
| Garden Shears | 5 |
| Industrial brush cutters | 6 |
| Garden refuse bags | A required |
| Hedge cutter/trimmer with trim liners | 4 |
| Heavy duty chainsaw | 1 |
| Pole pruner | 2 |
| Industrial ride on mower | 1 |
| Industrial leaf blowers | 4 |
| Manual Weed puller tools | 10 |
| Aluminium paper picking tools | 6 |

3.3 Efficient use of resources and facilities

- 3.3.1 The service provider shall use low water consumption rated equipment to minimise water usage.
- 3.3.2 The service provider shall use products that have low environmental impact.
- 3.3.3 The service provider shall use products that are certified biodegradable and have organic labelling.
- 3.3.4 The service provider shall promote the use of eco-labelled products.
- 3.3.5 The service provider shall have a policy with regards basic rights of employees and shall ensure commitment to environmental management and risk prevention.
- 3.3.6 The service provider shall use energy efficient rated equipment to minimise energy consumption.

3.4 Management and Supervision

3.4.1 Supervision

- 3.4.1.1 The Bidder shall designate a representative who shall be always responsible for onsite supervision of the workforce.
- 3.4.1.2 This supervisor shall be the focal point for the bidder and shall be the point of contact with TASEZ's designated personnel.
- 3.4.1.3 The supervisor shall have sufficient English language skill to communicate with TASEZ staff.
- 3.4.1.4 The supervisor shall have a background experience in working in horticulture industry.

3.4.2 Schedules

- 3.4.2.1 The Bidder shall maintain work schedules.
- 3.4.2.2 The schedules shall take into consideration the hours that the staff can effectively perform their services without placing a burden on the security personnel of the Post.

3.4.3 Quality Control

- 3.4.3.1 The Bidder shall be responsible for quality control.
- 3.4.3.2 The Bidder shall perform inspection visits to the work site on a regular basis.
- 3.4.3.3 The Bidder shall coordinate these visits with the designated TASEZ management.
- 3.4.3.4 These visits shall be surprise inspections to those working on the contract.

3.4.4. Technical Guidance

- 3.4.4.1. The Bidder shall have the services of a locally trained horticulturist with experience in horticulture and garden landscaping to give technical guidance to the bidder's work force and to develop and guide the bidder's programs for lawn and tree care.

3.3. Grounds Maintenance Plan

- 3.3.1. The Bidder shall submit an annual Grounds Maintenance Plan that reflects the proposed frequency for meeting the requirements of this contract.
- 3.3.2. The Grounds Maintenance Plan shall be developed to fit the requirements of local conditions, types of vegetation, and climate (seasonal) factors.
- 3.3.3. The Bidder shall submit the Grounds Maintenance Plan to the designated TASEZ personnel for approval within 30 days after awarding of contract.

3.4. Compliance and Regulations

The services shall be carried out in compliance with standard practices as applied in the horticultural and landscaping industry.

3.5. Permits, Certificates, and Approvals from Authorities

The Bidder shall determine all relevant permits, certificates, and approvals required to ensure successful implementation of the services.

3.5.1. Compliance and Regulations

3.5.1.1. The Service provider shall have the following relevant permits, certificates, and approvals required to ensure successful implementation of the services:

- 3.5.1.1.1. Company Risk Management Processes related to the scope of work.
- 3.5.1.1.2. Company Health, Safety, Health, and environmental Procedures Proposed for the Contract.

3.6. Pricing Schedule

3.6.1. The Bidder shall submit the Pricing Schedule as part of the Returnable Schedules.

- 3.6.2. The Bidder shall submit a cost structure in which milestones are clearly defined and priced accordingly.

4. Instruction to Bidder

4.1. Price Declaration Form

- 4.1.1. Please indicate your Final Total RFP Price including VAT here:
R_____ (compulsory).
- 4.1.2. It is mandatory to indicate the total RFP price as requested above. This price must be the same as the total RFP price in the pricing schedule. Should the total RFP prices differ, the one indicated above shall be considered the correct price.
- 4.1.3. The following must be noted:
- 4.1.3.1. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).
- 4.1.3.2. All prices must be firm and fixed from the RFP closing date and for the duration of the contract.
- 4.1.3.3. All Bidder must cost according to the costing template provided or this will lead to disqualification.
- 4.1.3.4. The cost of delivery, labour etc. must be included in the proposal.
- 4.1.3.5. Preference will be given to respondents who comply with the TASEZ's Procurement Policy & Procedures. Bidder Finance Management Act (PFMA) shall apply.
- 4.1.3.6. The Bidder must have a minimum B-BBEE status level of contributor 3 or higher.
- 4.1.3.7. As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 Million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-

minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 Million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover.

- 4.1.3.8. The empowerment and development objectives (30% SMME Involvement) will be controlled by implementing the procedure listed in 4.1.7 above, where the bidder in terms of the Amended B-BBEE Codes is a Generic Entity (Turnover of over R50 mil).
- 4.1.3.9. The appointed service provider shall sub-contract practitioners from previously disadvantaged groups (black, female, youth and people with disability) and/or local (within NMBM) black-owned companies (with a turnover of less than R50 mil), where scope and credentials permit.
- 4.1.3.10. Proof of registration with Treasury's Centralised Supplier Database (CSD) not older than three (3) months old.
- 4.1.3.11. TASEZ will only award the tender to a bidder who is tax compliant. The tax compliance status of the Bidder will be verified through CSD and SARS website via the provided pin. The prospective Bidder must ensure that they are Tax Compliant throughout the validity period of the bid in review.
- 4.1.3.12. Bidder will be evaluated on functionality and are expected to meet the minimum of 70% threshold in order to be evaluated further. The evaluation criteria for measuring functionality and weight of each criterion are provided in the tables below.
- 4.1.3.13. Bidder's servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be done, and Bidder will be disqualified should they be found to be in contravention with the regulations. If the bidder has been granted permission by Treasury, the letter must be provided with the bid document.

4.2. Tender Returnable Requirements

Bidder shall submit all tender returnable documents as indicated in the **Table 1** below for evaluation purposes. Failure to submit these documents by the Bidder shall be regarded as non-responsive / mandatory non-performance / non-compliance and the Bidder's submission shall be disqualified.

4.2.1. Tender Returnable Requirements

Table 3: Tender Returnable Requirements to be submitted.

| Document that must be Submitted | Returnable for the RFP |
|---|--|
| Company Registration Documents | The Bidder to submit their proof of registration with CIPC |
| Tax Pin | The Bidder must submit a valid Tax Pin |
| B-BBEE Certificate or Certified Copy. EME – Sworn Affidavit QSE – SANAS Accredited | The Bidder must submit valid B-BBEE Certificates or Sworn Affidavits. Trusts, Consortiums or Joint Ventures (including unincorporated consortia and joint ventures) must submit as follows. - Individual B-BBEE Certificate Consolidated B-BBEE Certificate for the Trust, Consortium, Joint Venture indicating the B-BBEE level for the Organisation. |
| SBD 1 – Invitation to Bid | Fully completed and signed SBD 1 form. In case of a Joint Venture / Consortium, a separate SBD 1 form in respect of each party to the JV must be completed and submitted. |
| Letter of Intent to enter into Joint Venture / Consortium | A letter of Intent to enter into Joint Venture / Consortium must be signed by all parties in the JV. |

| Document that must be Submitted | Returnable for the RFP |
|--|---|
| Letter of Authority for JV / Consortium | The Letter of Authority to sign JV / Consortium documents must be signed by all parties in the JV. |
| SBD 4 – Declaration of Interests | Complete & sign the supplied document. In case of a Joint Venture / Consortium, a separate declaration of interest form in respect of each party to the JV must be completed and submitted. |
| SBD 6.1 – Preference Points Claim Form | Preference Points Claim Form – Complete and sign the supplied document. |
| SBD 6.2 – Local Content Declaration | Bidder to submit their proposed local content declaration on SBD 6.2 as attached in the Annexures of this document. |
| Pricing Schedule | Completed, priced and signed pricing schedule for the solution to be implemented / Pricing Schedule clearly legible with permanent ink |

Failure to submit all the requirements as above (completed and signed including attachments), may result in submissions being deemed null and void and may be considered “non-responsive” and therefore not considered further.

Name of Bidder: _____.

Signature of Bidder: _____ Date: _____.

5. Evaluation of Bids

The bid evaluation process will consist of the following **Three (3) Stages:**

5.1. Stage 1 – Administrative and Mandatory Requirements Criteria

5.1.1. Administrative Requirements

This is the assessment of compliance with the minimum Administrative Requirements as detailed in **Table 2** below. No points or score will be allocated in criteria. **Non-compliance with any of these Administrative Requirements will result in disqualification.**

Table 4: Administrative Requirements

| Description | Compliant | Non-Compliant |
|--|-----------|---------------|
| 1) CIPC Registration Documents | | |
| 2) <u>Valid</u> Tax Clearance Certificate / Tax Pin | | |
| 3) <u>Valid</u> CSD report (Not older than three (3) months) | | |
| 4) <u>Valid</u> Letter of Good Standing issued by the Department of Labour or RMA. | | |
| 5) <u>Valid</u> B-BBEE Certificate <ul style="list-style-type: none">- Sworn Affidavit for EME- SANAS Accredited for QSE (TASEZ to verify with SANAS) | | |
| 6) <u>Completed</u> and <u>Fully Signed</u> SBD 1 | | |
| 7) <u>Completed</u> and <u>Fully Signed</u> SBD 4 | | |
| 8) <u>Completed</u> and <u>Fully Signed</u> SBD 6.1 | | |
| 9) Proof of Public Liability Cover of R500 000.00 | | |

5.1.2. Stage 1 – Mandatory Administrative Requirements Criteria

This is the assessment of compliance with the minimum Mandatory Administrative Requirements as detailed in **Table 5** below. No points or score will be allocated in criteria. **Noncompliance with any of these Mandatory Administrative Requirements will result in disqualification.**

Table 5: Mandatory Administrative Requirements

| Description | Compliant | Non-Compliant |
|--|-----------|---------------|
| 1. SBD 4 – Declaration of Interests | | |
| 2. Valid Letter of Good Standing issued by the Department of Labour or RMA(nature of business: Garden/Landscaping) | | |
| 3. Proof of Public Liability cover of R500 000.00 for third parties/Letter of intent from the insurer letter head | | |
| 4.Proof of residential address from wards (6,15,18,28,38,41,43,67 & 86). Bidder to submit a letter from the ward councillor | | |

The Bidder shall take note of the required returnable schedules that must be fully complied with and submitted with their tender submission. It is the responsibility of the Bidder to ensure that the information submitted is sufficient to evaluate their tender and design for the system. **Failure to submit all mandatory requirements** will result in submissions being **deemed null and void** and shall be considered **“non-responsive”** and therefore not considered further.

5.1.3. Stage 2 – Technical / Functionality Evaluation

- 5.1.4.1 Only bids that comply with the indicated Mandatory Administrative Requirements will be considered for the Technical / Functional Evaluation Stage.
- 5.1.4.2 The Technical / Functional Evaluation criteria for this bid is indicated in tables below including the scoring system and weight allocation that will be used for the evaluation of the bids. Bidders are required

to achieve a minimum of **70 points** out of **100 points** to proceed to
Stage 3 (Price and B- BBEE).

Table 6: Company Experience

| References Letters | No. of Letters | Points Claimed |
|---|---|----------------|
| Reference letters issued by the Bidders' previous client for similar work completed on the referees Company's Letterhead. The letters should have contactable references. The Bidders must have completed works similar in nature to the required scope. | 4 References of similar completed project | 40 |
| | 3 References of similar completed project | 35 |
| | 2 References of similar completed project | 25 |
| | 1 Reference of similar completed project | 15 |
| | No reference provided | 0 |
| Total Points Claimable | | 40 |

Table 7: Supervisor Experience

| Personnel Experience | Level of Details | Points Claimed |
|--|-------------------|----------------|
| Detailed Curriculum Vitae of the supervisor with experience in horticulture. | Above 4 Years | 35 |
| | Above 3 – 4 Years | 15 |
| | 1 – 3Years | 10 |
| | 0 – Years | 0 |
| Total Points Claimable | | 35 |

Table 8: Supervisor Qualifications

| Personnel Experience | Level of Details | Points Claimed |
|---|------------------------|----------------|
| The supervisor should submit a copy of Matric certificate | Matric certificate | 15 |
| | Grade 11 | 10 |
| | Grade 10 | 5 |
| | Grade 9 | 3 |
| | Anything below grade 9 | 0 |
| Total Points Claimable | | 15 |

Table 9: Methodology

| Methodology | Level of Details | Points Claimed |
|--|--|----------------|
| <p>Bidder to submit a detailed and clear schedule on how the project will be</p> <ol style="list-style-type: none"> Executed in line with the scope of service. Waste management plan for garden waste Health and safety plan | Good understanding of what is required in the terms of reference and proposed action plan; | 10 |
| | Satisfactory understanding of what is required in the terms of reference and proposed action plan; | 5 |
| | Poor understanding of what is required in the | 3 |

| | | |
|-------------------------------|---|-----------|
| | terms of reference and proposed action plan | |
| | No submission of methodology | 0 |
| Total Points Claimable | | 10 |

Table 9The minimum threshold points for functionality are **70 points out of 100** and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria. Any bid scoring less than the Minimum required in any one or more of the above-mentioned evaluation criteria will not be evaluated further.

Any bid not covering all of the above will not be evaluated. For purpose of comparison and in order to ensure a meaningful evaluation, Service Providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria mentioned above.

5.1.5 Stage 3 – Price and B-BBEE

Bidder must fully complete the Pricing Schedule in **Table 10** below. The bid will be evaluated on the 80/20 principle. Risk assessment will be conducted on the top **three (3)** Bidder using the Bidder' audited financial statement. Bidder to submit 3 years audited financial statements.

6 Duration of the Contract

The contract shall be for a period of **36 months**.

7 Pricing Schedule

7.1 Note to the bidder: The bidder must complete the information set in the Cost / Price Schedule on Table 8 below. Failure to bid for all items shall be deemed as bidding out of scope. If the bidder requires more space than is provided, the bidder must prepare

a document in substantially the same format setting out all the information referred per Table 8.

- 7.2 Brokers fees and any other administrative fees that will be payable, must be indicated as separate items in the Gross Insurance Premium tendered.
- 7.3 The premium tendered must remain firm for the first initial period of 12 months, thereafter the annual escalation of the premium for subsequent years must not exceed the reasonably anticipated industry-related CPI.
- 7.4 TASEZ will not be held responsible for any items that may have been left out of the costing model. It is the expectation that the bidder will expand on the items described in the Scope of Works in Section 3.
- 7.5 Bidder must complete the Pricing Schedule for all resources included. The bid will be evaluated on the 80/20 principle.

It must be noted detailed costing can be provided but the above table **MUST BE COMPLETED IN FULL** for the Bid to be excepted.

TASEZ will not be held responsible for any items that may have been left out of the costing model. It is the expectation that the bidder will expand on the items described in the Scope of Works in Section 3.

The bid will be evaluated on the 80/20 principle.

Table 10: Cost/Price schedule

Appointment of a Service Provider for the provision of Garden and Landscaping Services for a period of 36 months

Document No: TAS-FSC-RFP02

Revision No: 01

Effective Date: May 2022

| Description | Frequency | Number of resources/qty | Cost/Resource /Month | Total cost per month | Year 1 | Year 2 | Year 3 | Overall Total |
|--------------------------|------------------------|-------------------------|----------------------|----------------------|--------|--------|-------------|---------------|
| Gardeners | Cost/gardener/ Month | 8 | R | R | R | R | R | R |
| Garden machine operators | Cost/Operator/ Month | 2 | R | R | R | R | R | R |
| Supervisor | Cost/Supervisor/ Month | 1 | R | R | R | R | R | R |
| Garden Equipment | Cost/Year | | | R | | R | | R |
| Company Vehicle | Cost/Month | 1 | R | R | R | R | R | R |
| SHE BOQ | Safety File | | | | | | | |
| | PPE | | | | | | | |
| | Medicals | | | | | | | |
| | | | | | | | Sub Total | |
| | | | | | | | VAT | |
| | | | | | | | Grand Total | |

Table 9: Garden service Pricing Schedule- Package 2 (Phase1 and Phase 1A tenants' gardens and landscaping) ATD, Automould, Sodecia, Ford frame, Insync, Tri motive, Feltex, DSV, Phase 1a common areas.

| Description | Frequency | Number of resources/qty | Cost/Resource /Month | Total cost per month | Year 1 | Year 2 | Year 3 | Overall Total |
|-------------|-----------|-------------------------|----------------------|----------------------|--------|--------|--------|---------------|
|-------------|-----------|-------------------------|----------------------|----------------------|--------|--------|--------|---------------|

**Appointment of a Service Provider for the provision
of Garden and Landscaping Services for a period of
36 months**

Document No: TAS-FSC-RFP02

Revision No: 01

Effective Date: May 2022

| | | | | | | | | |
|--------------------------------|---------------------------|---|---|---|---|---|----------------|---|
| Gardeners | Cost/gardener/ Month | 8 | R | R | R | R | R | R |
| Garden machine operators | Cost/Operator/ Month | 2 | R | R | R | R | R | R |
| Supervisor | Cost/Supervisor/ Month | 1 | R | R | R | R | R | R |
| Garden Equipment | Cost/Year | | | | R | | R | R |
| Company Vehicle | Cost/Month | 1 | R | R | R | R | R | R |
| SHE BOQ | Safety File | | | | | | | |
| | PPE | | | | | | | |
| | Medicals | | | | | | | |
| | | | | | | | Sub Total | |
| | | | | | | | VAT | |
| | | | | | | | Grand Total | |

Bidder Name: _____

Appointment of a Service Provider for the provision of Garden and Landscaping Services for a period of 36 months

Document No: TAS-FSC-RFP02

Revision No: 01

Effective Date: May 2022

Price Offer for the 36 Months: R_____

Bidder to complete the SHE BQQ provided in Table 11 and add the total to the Cost/Price Schedule provided in Tabel 8.

Table 11: SHE BOQ

| Item | Description | Unit | Quantity | Rate | Total Amount |
|--------------|---|--------------|-------------|------|--------------|
| 1 | Allow for the preparation of site-specific health and safety file | Once off | 1 | R | R |
| 2 | Personal protective clothing and equipment: Boots, Overalls, Winter Jacket etc (Include annual replacement issue) | Per employee | 8 X 3 years | R | R |
| 3 | Health and safety training (SHE Supervisor and Legal Liability) | Once off | 2 | R | R |
| 4 | Pre-employment, annual and exit medical examination of fitness | Annually | 8 | R | R |
| Total | | | | | R |

1. Form of Offer and Acceptance

| | |
|---------------|---|
| Project Title | Appointment of 2 service providers for the garden and landscaping maintenance for a period of 36 months |
| RFP Number | TASEZ/RFP/005/2025 |

1. OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....

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

The Bidder, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the FMSP under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
.....
.....
..... **Rand (in words).**

R..... (in figures)
(or other suitable wording).

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the FMSP in the conditions of contract identified in the contract data.

Signature
Name
Capacity
for the
Bidder

.....
.....

(Name and Address of Organisation)

Name and Signature
of Witness Date

2. ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder's offer. In consideration thereof, the employer shall pay the FMSP the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- i. Part 3 – Scope of work.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now FMSP) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature.....
Name
Capacity

for the
Employer
.....
.....
(Name and address of organisation)

Name and Signature
of Witness Date

3. SCHEDULE OF DEVIATIONS

Subject:
Details:
.....

Subject:

Details:

.....

Subject:

Details:

.....

Subject:

Details:

.....

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

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

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-

counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that

which is not applicable), provided that the employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now FMSP) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties

2. Record of Addendum to the Bid Documents

| | | | |
|---|--|-------------------------|---------------------|
| Project Title | Appointment of 2 service providers for the garden and landscaping maintenance for a period of 36 months | | |
| RFP Number | TASEZ/RFP/005/2025 | | |
| I / We confirm that the following communications received from the TASEZ before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required) | | | |
| Item | Date | Title or Details | No. of Pages |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

Bidder:

3. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

| | |
|----------------------|--|
| Project Title | Appointment of 2 service providers for the garden and landscaping maintenance for a period of 36 months |
| RFP Number | TASEZ/RFP/005/2025 |

| Page | Clause /Item | Proposal |
|-------------|---------------------|-----------------|
| | | |
| | | |
| | | |
| | | |

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

Bidder:

4. Resolution for Signatory

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____.
Mr/Ms _____, whose signature appears below, has
been duly authorised to sign all documents in connection with the tender for Contract
No. _____.

and any Contract which may arise there from on behalf of (Block Capitals)

Signed on behalf of the company: _____

In his/her capacity as: _____

Date: _____

Signature of signatory: _____

WITNESSES:

| | | | |
|-------------------------|--|-----------|--|
| Director (Names) | | Signature | |
| Director (Names) | | Signature | |
| Director (Names) | | Signature | |
| Director (Names) | | Signature | |
| Director (Names) | | Signature | |
| Director (Names) | | Signature | |

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

5. Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr / Ms.
authorised signatory of the company
.....

....., acting in the capacity of leadpartner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| | |
|----------------------|--|
| Project Title | Appointment of 2 service providers for the garden and landscaping maintenance for a period of 36 months |
|----------------------|--|

| | |
|-------------------|---------------------------|
| RFP Number | TASEZ/RFP/005/2025 |
|-------------------|---------------------------|

| Name of Firm | Address | Duly Authorised Signatory |
|----------------------|---------|---|
| Lead Partner: | | Signature: Name: Designation: |
| Partner: | | Signature: Name: Designation: |
| Partner: | | Signature: Name: Designation: |
| Partner: | | Signature: Name: Designation: |

Attach additional pages if more space is required.

Signed:

Date:

Name:

Position:

Bidder:

6. Schedule of Proposed Sub-Contractors

| | |
|----------------------|--|
| Project Title | Appointment of 2 service providers for the garden and landscaping maintenance for a period of 36 months |
| RFP Number | TASEZ/RFP/005/2025 |

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract. The Sub-Contractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form**.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Sub-Contractors who are or to be contracted are registered on Central Supplier Database (CSD).

| No. | Name and Address of the Proposed Sub-Contractor | Nature and Extent of Work | Value | Contact details |
|-----|---|---------------------------|-------|-----------------|
| 1 | | | | |
| 2 | | | | |

| | | | | |
|---|--|--|--|--|
| 3 | | | | |
| 4 | | | | |
| The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct | | | | |

7. SBD 4 Form

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.
- 2.6.2. ¹"State" means –
- a) any national or provincial department, national or provincial Bidder entity or constitutional institution within the meaning of the Bidder 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.
- 2.6.3. 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**
- 2.8. 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:
.....
.....
- 2.9. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the Bidder sector? **YES / NO**

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

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

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

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

2.10.1. If so, furnish particulars:
.....
.....
.....

2.11. Do you, or any person connected with the bidder, have **YES / NO**
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?

2.11.1. If so, furnish particulars.
.....
.....
.....

2.12. Are you, or any person connected with the bidder, **YES / NO**
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?

2.12.1. If so, furnish particulars.
.....

.....
.....

2.13. Do you or any of the directors / trustees / shareholders / members **YES / NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?
2.13.1. If so, furnish particulars:

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

Table 10: Full details of Directors / Trustees / Members / Shareholders.

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Persal Number |
|-----------|-----------------|-------------------------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

3. 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 in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

8. SBD 6.1 Form

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, BIDDER 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:
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. Price and B-BBEE Points
 - 1.2.1. If the value of this bid does not exceed **R50 000 000.00** (all applicable taxes included), the **80/20** preference point system shall be applicable;
or
 - 1.2.2. If the value of this bid exceeds **R50 000 000.00** (all applicable taxes included), the **90/10** preference point system will be applicable.

- 1.3. Points for this bid shall be awarded for:
- 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contributor.
- 1.4. The maximum points for this bid are allocated as follows:

Table 11: Price and B-BBEE Points Allocations

| Description | 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

- 2.1. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. "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;
- 2.3. "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;
- 2.4. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.5. "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;
- 2.6. "functionality" means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. "Prices" includes all applicable taxes less all unconditional discounts;
- 2.8. "Proof of B-BBEE status level of contributor" means:
- 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. "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;
- 2.10. "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:

$$\begin{array}{ccc} \textbf{80/20} & \text{or} & \textbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

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

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 |

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:

5. Bid Declaration

5.1. Bidder who claims points in respect of B-BBEE Status Level of Contribution must complete the following:

B-BBEE Status Level of Contributor Claimed in Terms of Paragraphs 5.

5.2. B-BBEE Status Level of Contributor: ____ . ____ = ____ (maximum of 10 or 20 points)

5.3. (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4 and must be substantiated by relevant proof of B-BBEE status level of contributor.

6. Sub-Contracting

6.1. Will any portion of the contract be sub-contracted? (Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

6.1.1. If yes, indicate:

6.1.1.1. What percentage of the contract will be sub-contracted **30** %

6.1.1.2. The name of the sub-contractor

6.1.1.3. The B-BBEE status level of the sub-contractor

6.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

6.1.2. 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 last 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 | | |

7. Declaration with Regard to Company / Firm

7.1. Name of Company / Firm:

7.2. VAT Registration Number:

7.3. Company Registration Number:

7.4. Type of Company / Firm

☐ Partnership / Joint Venture / Consortium

| |
|--|
| |
|--|

- ☐ One person business / sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5. Describe Principal Business Activities

.....
.....

7.6. Company Classification

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

[TICK APPLICABLE BOX]

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

7.8. 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

7.9. 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

7.9.1. The information furnished is true and correct;

7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs

7.9.4. 1.4 and 6.1, the FMSP may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

7.9.5. 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

–

7.9.5.1. disqualify the person from the bidding process;

7.9.5.2. recover costs, losses or damages it has incurred or suffered as a
result of that person's conduct;

7.9.5.3. 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;

7.9.5.4. recommend that the bidder or FMSP, 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

7.9.5.5. forward the matter for criminal prosecution.

7.9.5.6.

Witnesses

1.

2.

Signature

Date:

Address:

9. SBD 6.2 Form

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED
SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, Bidder must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9. (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand.

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6. A bid may be disqualified if –
- 1.6.1. this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - 1.6.2. the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. "bid" includes written price quotations, advertised competitive bids or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally

produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its Sub-Contractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary Bidder's assigning, leasing, making out work to, or employing another person to support such primary Bidder in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is / are as follows:

| No. | Description of Service / Works / Goods | Unit (e.g., m ² , m ³ , ton, etc.) | Qty | Stipulated Minimum Threshold |
|-----|--|---|-----|------------------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |

| | | | | |
|----|--|--|--|--|
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

4.2. The relevant rates of exchange information is accessible on www.reservebank.co.za.

4.3. Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidder must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

5.1. If yes, provide the following particulars:

5.1.1. Full name of auditor:.....

| |
|--|
| |
|--|

- 5.1.2. Practice number:
- 5.1.3. Telephone and cell number:
- 5.1.4. Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

- 6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTIC must be informed accordingly in order for the DTIC to verify and in consultation with the AO/AA provide directives in this regard.**

Local Content Declaration

(Refer To Annex B of SATS 1286:2011)

Local content declaration by Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive or Senior Member/Person with management responsibility (close corporation, partnership, or individual)

In respect of bid no.

Issued BY: (Procurement Authority / Name of Institution):

NB

- 1) The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2) Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidder should first complete Declaration D. After completing Declaration D, Bidder should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the Bidder for verification purposes for a

period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,
(full names), do hereby declare, in my capacity asof
.....
(name of bidder entity), the following:

a) The facts contained herein are within my own personal knowledge.

b) I have satisfied myself that:

the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and the declaration templates have been audited and certified to be correct.

c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

7. Process When Requesting Exemption Letters

- 7.1. For exemption requests on designated products and the minimum threshold for local content cannot be met for various reasons, Bidder must apply for exemption per tender. After checking with the industry, the dti will decide whether to grant an exemption or not.
- 7.2. In the official request (signed letter), the following information should be included:
- 7.2.1. Procuring entity/government department/state owned company.
 - 7.2.2. Tender/bid number.
 - 7.2.3. Closing date.
 - 7.2.4. Item(s) for which the exemption is being requested for.
 - 7.2.5. Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met.
 - 7.2.6. Reason(s) for the request.
 - 7.2.7. Supporting letters from local manufacturers and suppliers.

NB – Exemption letters are tender specific and applications are not transferrable.

- 7.3. The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.
- 7.4. Request for exemption letters are to be directed to:

Dr Tebogo Makube

Chief Director: Industrial Procurement

Tel: 012 394 3927

E-mail: tmakube@thedti.gov.za

- 7.5. The turnaround time in response to textile, clothing, leather and footwear exemption letters request is two working days and requests are to be directed to:

Patricia Khumalo Tel: 012 394 1390

E-mail: khumaloP@thedti.gov.za

10. Service Level Agreement

1. Upon award TASEZ and the successful Bidder will conclude a Service Level Agreement (SLA) regulating the specific terms and conditions applicable to the services being procured by TASEZ.
2. TASEZ reserves the right to accept or reject any or all amendments or additions proposed by a Bidder if such amendments or additions are unacceptable to TASEZ or pose a risk to the organisation.

11. Special Conditions of this RFP

1. Bidder to take note that the award of the RFP may be subject to price negotiation with the preferred bidder and that this bid is subject to the PP Regulations of 1 April 2017.
2. Additionally, Regulation 13 (c) of the Bidder Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a Bidder or private company conducting business with an organ of state unless such

employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Bidder Finance Management Act.

3. As this regulation prohibits Bidder service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or Bidder company, non-compliance with this regulation will lead to automatic disqualification of a bid.
4. The TASEZ will not pay commission to the successful bidder regardless of the subcontracting conditions.
5. The TASEZ reserves the right – without prejudice and limitations to its any other rights and privileges in law:
 - 5.1. Not to appoint a Bidder and is also not obliged to provide reasons for the rejections of any proposal;
 - 5.2. To request further information from any Bidder after the closing date, for clarity purposes;
 - 5.3. To carry out site inspections, product evaluations or explanatory meetings to verify the nature and quality of the services offered by the Bidder, whether before or after adjudication of the responses received;
 - 5.4. To correct any mistakes at any stage of the RFP process that may have been in the RFP documents or occurred at any stage of the RFP process;
 - 5.5. To award this RFP to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000);
 - 5.6. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s);
 - 5.7. To accept part of a RFP rather than the whole RFP;
 - 5.8. To correct any mistakes at any stage of the RFP that may have been in the RFP documents or occurred at any stage of the RFP process;

- 5.9. To cancel and/or terminate the RFP process at any stage, including after the Closing Date and/or after quotations have been evaluated and/or after the preferred bidder(s) have been notified of their status as such; and
- 5.10. Award to multiple Bidder based justifiable reasons including but not limited to the bidder's expertise, the complexity of the scope per bidder, any on the bidder's size and TASEZ's geographic consideration.

12. Misrepresentation During the Lifecycle of the Contract

1. The Bidder should note that the terms of its proposal will be incorporated in the proposed contract by reference and that TASEZ relies upon the Bidder' response as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder.
2. It follows therefore that misrepresentations in the proposal may give rise to service termination and a claim by TASEZ against the Bidder notwithstanding the conclusion of the Service Level Agreement (SLA) between TASEZ and the Bidder for the provision of the service in question.
3. In the event of a conflict between the Bidder' proposal and the SLA concluded between the parties, the SLA will prevail.

13. Preparation Costs

1. The Bidder will bear all its costs in preparing, submitting, and presenting any response to this RFP and all other costs incurred by it throughout the RFP process.
2. Furthermore, no statement in this RFP will be construed as placing TASEZ or its employees under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidder in the preparation of their response to this RFP.

14. Indemnity

If a Bidder breaches the conditions of this RFP and, as a result of that breach, TASEZ incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies

and holds TASEZ harmless from any and all such costs which TASEZ may incur and for any damages or losses TASEZ may suffer.

15. Precedence

This document will prevail over any information provided whether oral or written, unless such written information provided, expressly amends this document by reference.

16. Limitation Of Liability

A Bidder participates in this RFP process entirely at its own risk and cost. TASEZ shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered because of the Bidder' participation in this RFP process.

17. Tax Compliance

1. It is essential to ensure that persons conducting business with the State are tax compliant at the time of awarding of price proposals or competitive bids. No price quotations or competitive bids shall be awarded to businesses or persons who are not tax compliant.
2. The successful Bidder will be notified of their non-compliance statutes in writing and will have seven (7) working days to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations. The Bidder should thereafter provide the procurement officer with proof of their tax compliance status which will be verified by the procurement office via the CSD.
3. TASEZ reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder if it is established that such Bidder has submitted a fraudulent Tax Clearance Certificate to TASEZ, or whose verification against the Central Supplier Database (CSD) proves non-compliant.
4. TASEZ further reserves the right to cancel a contract with a successful Bidder if such Bidder do not remain tax compliant for the full term of the contract.

18. RFP Defaulters and Restricted Suppliers

1. No contract shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of RFP Defaulters kept by

National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

2. TASEZ reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

19. Governing Law

South African law governs this RFP and the RFP response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFP, the RFP itself and all processes associated with the RFP.

20. Confidentiality

1. Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP will be disclosed by any Bidder or other person not officially involved with TASEZ's examination and evaluation.
2. No part of the RFP may be distributed, reproduced, stored, or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a response. This RFP and any other documents supplied by TASEZ remain proprietary to TASEZ and must be promptly returned to TASEZ upon request together with all copies, electronic versions, excerpts, or summaries thereof or work derived there from.
3. Throughout this RFP process and thereafter, Bidder must secure TASEZ's written approval prior to the release of any information that pertains to the
4. potential work or activities to which this RFP relates; or
5. the process which follows this RFP.
6. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.

21. Legislative Frameworks of the RFP

1. As TASEZ is established within the laws associated with all other SEZ's under the dtic's SEZ Programme, its development, management and operations have (as a

minimum) to comply with the requisite and relevant provisions of the SA Constitution (41(1)h & 288), the PFMA (49(3)), Treasury Regulations (16A6.5 & 16A6.6), the FIDPM Note 3 of 2019/2020 and the IDMS. Additionally, TASEZ must comply with the following:

1.1. Tax Legislation

- 1.1.1. It is a condition of this RFP that the tax matters of the successful Bidder are in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidder' tax obligations.
- 1.1.2. The tax compliance status requirements are also applicable to foreign Bidder/ individuals who respond to the RFP.
- 1.1.3. It is a requirement that Bidder grant written confirmation when submitting their response that SARS may on an ongoing basis during the tenure of the contract disclose the Bidder' tax compliance status and by submitting a response to this RFP such confirmation is deemed to have been granted.
- 1.1.4. Bidder are required to be registered on the Central Supplier Database and TASEZ shall verify the Bidder' tax compliance status through the Central Supplier Database.

1.2. Procurement Legislation

- 1.2.1. TASEZ has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Bidder Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

22. Supplier Due Diligence

TASEZ reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

23. Requirements After Award

The following process will be followed **Two Weeks (14 Days)** after contract award: -

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| SATS 1286.2011 | | | | | |
|--|---------------------------------|------------------------|--|--|--|
| | | | | | |
| Note: VAT to be excluded from all calculations | | | | | |
| | | | | | |
| Tender summary | | | | | |
| Total tender value | Total exempted imported content | Total Imported content | | | |
| (C17) | (C18) | (C19) | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| R 0 | | | | | |
| Imported content | R 0 | | | | |
| Imported content | R 0 | | | | |
| (C23) Total Imported content | | R 0 | | | |
| (C24) Total local content | | R 0 | | | |
| Average local content % of tender | | | | | |

Annexure B: Imported Content Declaration (Annex D) – Supporting Schedule to Annex C

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Annexure C: Local Content Declaration (Annex E)- Supporting Schedule to Annex C

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

| | | |
|------|------------------------|--|
| (E1) | Tender No. | |
| (E2) | Tender description: | |
| (E3) | Designated products: | |
| (E4) | Tender Authority: | |
| (E5) | Tendering Entity name: | |

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|--|---|-----------------|-------|
| | (E6) | (E7) | (E8) |
| | | | |
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| | | | |
| | (E9) Total local products (Goods, Services and Works) | | R 0 |

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____