

# NORTHERN CAPE PROVINCIAL LEGISLATURE



**Northern Cape**  
Provincial Legislature

**BID/TENDER NO: NCPL 02/2024**

## **PROVISIONING OF GARDENING SERVICES FOR THE PERIOD OF TWO YEARS TO THE NORTHERN CAPE LEGISLATURE**

**CLOSING TIME: 11:00**

**CLOSING DATE: 25 SEPTEMBER 2024**

**ADDRESS: NOBENGULA EXTENTION, GALESHEWE, KIMBERLEY, 8335**

**BIDS/TENDERS TO REACH THIS ADDRESS AT LEAST ONE DAY BEFORE THE BID CLOSES  
OR ONE (1) HOUR BEFORE THE CLOSING TIME.**

The bid/tender box will be closed on the closing time of bids. If a bid is late, it will, as a rule not be accepted for consideration.

**CONTACT PERSONS:** Mrs. R. Andrews – Tel: 053-839 8052  
Mrs. D. Mazizi – Tel: 053-839 8152

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## **1. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) to render gardening services to Northern Cape Provincial Legislature (NCPL).

This document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by NCPL to render gardening services to NCPL

## **2. LEGISLATIVE FRAMEWORK OF THE BID**

This RFP has been prepared in accordance with the Financial Management of Parliament and Provincial Legislature Act (Act 10 of 2009) and its Regulations, and all relevant procurement legislation. If there is contradiction with these legislation, the ACT will prevail.

### **2.1. Tax Legislation (NCPL BF 2)**

- 2.1.1 Bidder(s) must be tax compliant at the time of awarding the bid. It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.1.2 The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.1.3 It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 2.1.4 Bidders are required to be registered on the Central Supplier Database and the NCPL shall verify the bidder's tax compliance status through the Central Supplier Database.
- 2.1.5 Where Consortia /Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database

### **2.2. Procurement Legislation**

NCPL has a detailed evaluation methodology premised on the Financial Management of Parliament and Legislature Act (Act 10 of 2009) and its regulations, the Preferential Procurement Policy Framework Act 2022 and the NCPL'S Preferential Procurement Policy

### **2.3. Technical Legislation and/or Standards**

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

### **3. TIMELINE OF THE BID PROCESS**

The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days.

Any time or date in this bid is subject to change at NCPL's discretion. The establishment of a time or date in this bid does not create an obligation on the part of NCPL 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. The bidder accepts that, if NCPL extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

### **4. CONTACT AND COMMUNICATION**

4.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person Mrs. D Mazizi, via email [dmazizi@ncpleg.gov.za](mailto:dmazizi@ncpleg.gov.za) and/or 053 839 8152. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address. The delegated office of NCPL may communicate with Bidder(s) where clarity is sought in the bid proposal.

4.2 Any communication to an official or a person acting in an advisory capacity for NCPL in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

4.3 All communication between the Bidder(s) and NCPL must be done in writing.

4.4 Whilst all due care has been taken in connection with the preparation of this bid, NCPL makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. NCPL and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

4.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by NCPL (other than minor clerical matters), the Bidder(s) must promptly notify NCPL in writing of such discrepancy, ambiguity, error or inconsistency in order to afford NCPL an opportunity to consider what corrective action is necessary (if any).

4.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by NCPL will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

4.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

### **5 LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration.

## **6 COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## **7 FRONTING**

7.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

7.2 The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies NCPL may have against the Bidder / contractor concerned.

## **8 SUPPLIER DUE DILIGENCE**

NCPL will 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.

## **9 SUBMISSION OF PROPOSALS**

9.1 Bid documents may either be posted to:

Northern Cape Provincial Legislature  
Private Bag X 5066  
Nobengula Extension  
KIMBERLEY  
8301

Bids/proposals/tenders maybe deposited in the tender box situated at:

The foyer, main entrance of the Northern Cape Provincial Legislature, Nobengula Extension, Galeshewe

Posted bids to reach this address at least one (1) day before the bid closes or one (1) hour before the closing time

The bid/tender box will be closed on the closing time of bids. If a bid is late, it will, as a rule not be accepted for consideration.

9.2 Bidders who wish to make use of speed services must mark “delivery to counter” and not to private bag/ box. Bidders must also contact the SCM office, stating the tracking number of the bid document. It is the bidder’s responsibility to ensure that the courier service delivers their document on time. Bidders may place their bids in the tender box located at the front of the aforesaid address on or before the closing date and time.

9.3 Bid documents will only be considered if received by NCPL before the closing date and time regardless of the method used to send or deliver such documents to the NCPL.

9.4 The bidder (s) must submit two (2) copies of each file, one (1) original and one (1) duplicate by the 25 September 2024 at 11:00. Failure to submit the copies as indicated will result in the disqualification of the bid.

9.5 Each file must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the files must be labelled and submitted in the following format:

<b>FILE 1 (TECHNICAL FILE)</b>	<b>FILE 2 (PRICE &amp; BBBEE)</b>
<p><b>1.PRE-QUALIFICATION</b>  <b>DOCUMENTS: Gate 0</b></p> <ul style="list-style-type: none"> <li>✓ Originally certified BBBEE certificate with SANAS logo</li> <li>✓ Original sworn affidavit</li> <li>✓ Bid document fully completed (all pages should be initialled)</li> <li>✓ Certified copy of ID (certification should not be older than 3 months)</li> <li>✓ SARS tax pin</li> <li>✓ UIF registration</li> </ul> <p>(Refer to Gate 0: Pre-qualification Criteria)</p>	<p><b>Pricing Schedule</b>  <b>(Refer to 12.23 )</b></p>
<p><b>2.MANDATORY REQUIREMENTS(Gate 1)</b></p> <p>Refer to section 13.2 – Table 1</p>	
<p><b>3.FUNCTIONALITY CRITERIA: Gate 2 ( Refer to section13.3)</b></p> <ul style="list-style-type: none"> <li>• Technical Responses and supporting documents <ul style="list-style-type: none"> <li>✓ Detailed proposal</li> <li>✓ Three (3) Written trade references</li> <li>✓ Company Profile</li> </ul> </li> </ul>	

✓ <i>Any other supplementary information</i>	
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9.6 Bidders are requested to initial each page of the tender document on the bottom right hand corner.

**10 PRESENTATION / DEMONSTRATION**

NCPL reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

**11 DURATION OF THE CONTRACT**

The successful bidder will be appointed for a period of 24 (twenty four) months with an option to renew in NCPL's sole discretion for an additional 12 (twelve) months on the same terms and conditions unless the parties agree otherwise. The renewal of the contract will be based on the performance of the bidder.

## Section 12

# Terms of reference/Scope of work SPECIFICATION DOCUMENT

## PROVISION OF GARDENING SERVICES:

### 24 MONTHS CONTRACT AT THE NORTHERN CAPE PROVINCIAL LEGISLATURE

**NB:** Please ensure that you have read and understood the contents of this document prior to pricing.

#### **SPECIFICATIONS FOR GARDENING SERVICES AT THE NORTHERN CAPE PROVINCIAL LEGISLATURE**

##### **12.1 SCOPE OF THE CONTRACT**

The Works covered by this specification consists of gardening services at the Northern Cape Provincial Legislature main facility in Kimberley

The scope of the tender can be broken up into the following maintenance categories as herein after specified, but are not limited to these only.

- Daily maintenance of all planted areas, including the Boulevard;
- Mowing and trimming of lawn areas, including the outside at the main entrance;
- Cleaning of all hard surface/paved/concrete areas;
- Cleaning of all internal stormwater drains and channels;
- Complete internal irrigations systems, including Boulevard;
- Planting and maintenance at the Madiba Garden
- Maintenance of the open field (trimming trees and clearing vegetation)

A more detailed description of the required services as per the categories mentioned above is described under the "Specification" (Annexure A) heading of this document

##### **12.2 DECLARATION OF INTENT**

The intent of this Bid is to select a reputable company to carry out the above-mentioned gardening and irrigation services at the Northern Cape Provincial Legislature

The following points are to be noted:

- Only companies with suitable experience in providing this type of service will be considered (references to be provided)



- Bidders are to allow for the provision of all material as set out under the “Price” heading below

### **12.3 CONTRACT PERIOD**

This contract will be a **24 month (2 years)** fixed term contract starting from the date stipulated on the letter of acceptance from the Northern Cape Provincial Legislature and terminating on the date as specified by the Legislature

### **12.4 COMPULSARY SITE INSPECTION**

A compulsory site inspection will be conducted, and a formal briefing will be given to prospective bidders by the NCPL project team, allowing for questions of clarity by the prospective bidders, before closure of the bid.

Only those individuals/companies who attended the briefing and completed the attendance register will be eligible for further consideration .

All bidders will be expected to attend the compulsory site briefing at the premises of the Northern Cape Provincial Legislature at their own cost and arrangements.

The Legislature will not be held responsible for any cost or losses that may be incurred by any prospective bidder in the preparation of this document (price sourcing, product research, etc) or visiting of the site.

### **12.5 PENALTY FOR DELAYS**

The Service Provider shall provide all services as described in this document in a timeous, professional manner and without undue delays

Failure to provide the above mentioned services shall result in the Northern Cape Provincial Legislature to, unless otherwise directed by the Specifications & Evaluations Committee, in its sole discretion deduct an amount related to the applicable labour rate at that stage for every day that the successful bidder fails to provide the above mentioned service. This will enable the Legislature to source alternative services to expedite the tasks which the appointed service bidder neglected or failed to do, and deducted those related expenses from them.

### **12.6 DAMAGE TO WORKING AREAS / EQUIPMENT**

The Bidder will be held fully responsible for all damages caused by themselves or their employees to working areas and equipment of the Legislature

### **12.7 EQUIPMENT**

The Bidder is to guarantee and provide a full list of the required equipment which will be inspected by the project team of the Northern Cape Provincial Legislature, to verify its existence and condition.

## **12.9 KNOWLEDGE**

All works as carried out by the Service Provider shall be completed in a satisfactory and safe manner. The Service Provider shall be responsible for the safe and proper functioning of the service and use of mechanical tools, and any claim on the grounds as a result of the lack of knowledge and safety standards in such respect or otherwise will not be accepted by the Northern Cape Provincial Legislature.

## **12.10 ARRANGEMENTS WITH THE OFFICER IN CHARGE**

The Service Provider shall be responsible for making the necessary arrangements with the Manager: Security, Records and Facilities with regards to gaining access to restricted areas for the purposes of gardening services.

The contact persons for this service is the following:

**Mr. MF Muller**

**Manager: Security, Records & Facilities**

Office Tel: 053 839 8036

Cell: 083 633 9038

Email: [mmuller@ncpleg.gov.za](mailto:mmuller@ncpleg.gov.za)

## **12.11 CONTACT PERSON**

The Accounting Officer or any person delegated by the Accounting Officer of the Northern Cape Legislature is the nominated contact person for the purposes of this contract

## **12.12 REPORTING TO THE CONTACT PERSON**

The Service Provider as well as their staff must report to the Manager: Security, Records and Facilities first on the first day of duties at the Northern Cape Provincial Legislature, and on any other day thereafter as determined by both parties.

## **12.13 PRECAUTIONS FOR SECURITY**

Due to the fact that this Institution is a National Key Point installation it is a security requirement that all staff who are considered for employment by the service provider must not have any pending cases or convictions against them, which may have bearing on, or compromise the safety and security of the Legislature and its stakeholders.

A voluntary security screening of individuals must be conducted, with due consideration to the provisions of the Protection of Personal Information Act, Act 4 of 2013 (POPIA).

It is a requirement that gardening staff shall be clearly identified to Members and employees of the Northern Cape Provincial Legislature, by carrying their unique access identification cards, and wearing their company branded uniforms. Negligent loss and replacement of the cards will be at the account of the service provider.

It is also expected that the service provider will work only in the agreed, prescribed areas.

If any of the services being provided do not meet the required agreed safety and security standards, the service provider may be requested to leave the premises without warning.

The Northern Cape Provincial Legislature reserves the right to remove any person employed by the service provider from the site with immediate effect if such a person is found to be:

- under the influence of alcohol or related substances, drugs, etc or being in possession of such substances;
- Found stealing;
- Any illegal dealings within the precinct;
- Being in possession of any unauthorized dangerous weapons/items while on the premises of the Legislature;
- Failure to follow or implement a direct order either from the supervisor or responsible contact person from the Provincial Legislature

The Northern Cape Provincial Legislature reserves the right to institute legal action against the service provider as well as the individual that has transgressed regarding the above. In the event of theft and related illegal dealings etc, the service provider will be held directly liable for all the costs and financial implications resulting from the aforementioned. Such costs will be calculated in direct relationship to the actual replacement and market related value of any such item.

#### **12.14 SAFETY OF EMPLOYEES OF THE SERVICE PROVIDER AND NCPL EMPLOYEES**

The service provider is responsible at all times for the safety of their staff while on the premises of the NCPL.

The service provider shall at all times while on site comply with the following:

- The service provider and its staff enter these premises, occupy and deliver a service at their own risk;
- The service provider shall provide and retain all the required equipment necessary to undertake the work on the site as required;
- The service provider shall ensure that their equipment is maintained in a clean, tidy and safe working condition. The Legislature shall have the right to require the service provider to remove from their premises any and all equipment which the Institution in its opinion deems to be unsafe as defined in the Occupational Health and Safety Act or which the Institution deems unsuitable for the required purpose
- The service provider shall ensure that all site based staff is dressed in suitable work clothing with the name of the company clearly printed on the back and front of the protective clothing of the staff as provided for by the service provider;
- The service provider shall as part of this bid supply all safety equipment and Personal Protective Equipment (PPE) as required by the Occupational Health & Safety Act and this equipment shall be maintained by the service provider for the full duration of the contract.
- Any injury or occupational sicknesses incurred by any of the staff employed on the site / premises of the Legislature by the Service Provider will be strictly the responsibility of the service provider to attend to, financially and otherwise.

## **12.15 BREACH OF TERMS AND CONDITIONS**

The following procedures will be adopted for this contract:

In the event of the contractor having committed any breach whatsoever of the terms and conditions of this document. The Accounting Officer shall be entitled to give the service provider fourteen (14) days written notice to rectify the above mentioned.

If the contractor continues to be in breach of contract the Specification & Evaluations Committee reserves the right to forthwith declare this contract cancelled without any further notice to the contractor. The contractor can however still be held responsible for any costs incurred by the Legislature to instate a new contractor and or to rectify the breach

## **12.16 NOTICES AND PROCESSES**

All notices and or processes which may be necessary to be given to or served upon either party in terms of this Bid shall be considered as duly served if sent by email or registered post and addressed to the parties mentioned in this document

## **12.17 ACCESS TO THE BUILDING, STORING OF ITEMS AND REMOVAL OF PARTS**

The successful bidder will be supplied with access to all required areas.

The Service Provider may store material and equipment on the Legislature premises for the duration of the contract. However, the Accounting Officer will in no way accept responsibility or be held liable for or reimburse costs for any losses or damages to materials and related items or equipment stored on the premises of the Legislature. Storing of such items is solely done so at the risk of the service provider.

All items, materials, and equipment owned by the Legislature remain the proper of the Institution and may not be removed from site at any given time by the service provider or their workers, unless with permission from the Legislature for maintenance and repairs.

Any items/materials and equipment will remain the property of the Northern Cape Provincial Legislature if such were listed and paid for by the Legislature.

## **12.18 SUPERVISION**

The daily operations and distributing of gardening tools and equipment etc shall be strictly supervised at all times by a Supervisor appointed from amongst the staff of the service provider.

The Manager of the appointed service provider must ensure optimal interaction with, and supervision of their staff. Daily consultation with the representative of the Legislature must take place to discuss identified service issues and any shortcomings.

The Manager and appointed Supervisor shall be responsible for the following:

- Setting up job descriptions and work schedules in accordance with the scope of the services required and arranging for endorsement thereof by the Legislature;
- Purchasing, issuing and controlling of all necessary materials, items and equipment;
- Ensuring that all equipment is kept in perfect working order and that it is maintained in a clean and safe condition at all times;
- Ensuring that the gardening staff are at all times correctly and neatly dressed in protective clothing that is easily distinguishable;

- Daily time and attendance control to be kept in a consistent manner;
- Enforcing disciplinary procedures as set out by the service providers employment terms and conditions, if and when required;
- Familiarizing themselves with the clients emergency evacuation and safety plan and procedures prior to commencing their work on site, and comply with such;
- Training and induction of all site staff regarding the clients evacuation and safety procedures;
- Attending to any ad-hoc and special job requests that the client may have, carried out in the shortest possible time;
- Clearing and carting away all rubbish resulting from gardening service and safely disposing thereof in an approved manner and rubbish disposal area;
- At all times carry out the gardening service in strict accordance with local health authority regulations, as well as other legal prescripts eg. nature conservation. A qualified Pest Control Officer (PCO) must be contracted with the company

The service provider shall supply the client with a “Material Safety Data Sheet” (MSDS) for all “Hazardous Chemical Substances” (HCS) used by the service provider, its staff, etc on the clients premises. Such MSDS shall provide all the necessary details including but not limited to anti-dotes, first aid treatment, containment, mop up, disposal, etc required in the event of an incident or accident involving the said HCS. The service provider shall ensure that all staff working on the premises of the Legislature is fully conversant with all the hazards involved in handling such MCS

## **12.19 PROCEDURES**

The following procedures will be adopted for this contract:

- Daily site visits will be conducted by the service provider as detailed below;
- Maintenance of all items is to be carried out as per the maintenance schedule;
- The service provider will be requested to provide quotations for any additional work required or requested, and will not proceed until approval has been received or given to proceed by the Legislature;
- The site will only be accessible during normal working hours between 07:30am and 16:00pm from Mondays to Fridays;
- If the nature of the service is as such that it cannot be carried out during normal working hours, timeous arrangements can be made with the responsible contact person to arrange security access to site as well as access to working areas;
- If needs be, the service provider could be entitled to submit two claims to the Legislature for any given month, one for the normal monthly payment that the service provider is entitled to according to the Service Level Agreement of the contract and one for additional items as and when applicable, providing the latter expenditure was considered and approved by the Legislature

## **12.20 DAILY / WEEKLY INSPECTIONS**

The service provider or their duly appointed representative/supervisor will report to Facilities Management daily at a specific time, as agreed upon between parties.

Compulsory daily visits must be conducted by the service provider to effect inspections and quality control on site at the Legislature

These daily inspections will include:

- A visual inspection of the areas worked at conducted together with Facilities Management;
- Inspections of any and all faults as reported to Facilities Management by relevant authorities, Members and employees of the Legislature which relate to gardening services

## **12.21 RATES, CHARGES AND PAYMENTS**

### **Cost Structure**

The contract is a fixed term for a period of **24 months (2 years)** from 07:30am to 16:00pm and excludes weekends and public holidays, and should be priced by the service provider accordingly. In the event that services is required to be conducted after hours for which ever reason, the service provider will be required to include in this document (tender price schedule) an hourly rate for after hours, weekends and public holidays.

However, if in the event that the service provider is to provide services after normal working hours, these hours and conditions will be determined by the Accounting Officer of the Legislature. The need to work abnormal working is solely at the discretion of the Northern Cape Provincial Legislature and will not apply to services that could not be completed by the service provider during their normal working hours

No payment will be made by the Legislature for services rendered which in the opinion of the Accounting Officer, has not been carried out to his/her full satisfaction

Subject to the above mentioned items the Accounting Officer agrees to make timeous payments on receipt of a specified invoice, which is duly certified by the Manager: Security, Records and Facilities or any other authorized official of the Legislature.

## **12.22 PRICING AND SPECIAL PROVISIONS**

The Service Provider is to consider the following when pricing this document:

- To ensure and to promote continuity and quality of work with regards to services to be rendered, the service provider must employ individuals with reputable knowledge of gardening services within a Grade A environment.
- The Legislature requires the fulltime appointment of **six (6) workers** employed as gardeners at the Legislature. One gardener from amongst them must be appointed as a supervisor.
- The service provider must provide evidence that the following equipment is in place before commencement of their duties

Item	Description of Item	Type	Quantity
1.	Garden spades	Steel	6
2.	Garden rakes	Steel	5
3.	Garden rakes	Plastic	5
4.	Gutter sweeps (Brooms)		5
5.	Pruning shears with extended handles	Steel	2
6.	Hand held shears (With extension handles)	Steel	2
7.	Bow saws	Steel	2
8.	Wheel barrows	Steel / plastic	5
9.	Lawn mowers	Petrol / electric	1
10.	Weed eaters	Petrol / electric	2
11.	Chain saws (Heavy duty)	Petrol / electric	2
12.	Hose pipes 20m X 20mm thick (30m)	Plastic	2
13.	Trailer / Bakkie (Carting away of garden refuse)		1
14.	Extension cords, 20m		2
15.	Ladder, 3m	Aluminium	1
16.	Leaf blower	Petrol / electric	1
17.	Refuse bags		2 x 20 p/m
18.	Dust Masks (FFP1)		2 x 10 p/m

- All chemicals and related material required should be priced and quoted by the service provider, for approval consideration by the Legislature. No procurement of such may proceed until approval has been granted by the Legislature.

It is the service providers responsibility to familiarize themselves with the requirements of this document and also the layout, requirements and conditions of the site as no further negotiations in the pricing of this document will be entered into afterwards.

The service provider is to ensure that they have read and clearly understood this document and that any uncertainties have been clarified with the Northern Cape Provincial Legislature as the rates provided in this document will be fixed for the duration of the contract and no further negotiations in this regard will be entered into

The service provider must take the following into consideration when preparing and pricing their Bid proposal:

- Provision of the required number of personnel;
- Provision of all the required equipment and appliances;
- Provision of all the required chemicals/materials;
- Provision for the following statutory obligations:
  - UIF (proof of registrations to be submitted after appointment);

- Annual Bonusses;
- COIDA (submit valid letter of good standing with bid proposal);
- Annual wage increase (aligned with labour rates)
- The time frame as set out by the Legislature for the rendering of this service
- Provision for and pricing of PPE for a two year period:
  - A branded two piece overall; compulsory wearing
  - A set of safety boots: compulsory wearing
  - Safety gloves for handling tools and chemicals
  - Safety goggles
  - Hard hats
  - Warning signs to prevent injury to Members, staff and visitors
- ❖ The above-mentioned statutory requirements does not replace the submission of the compulsory documents normally stipulated and required by SCM.



## 12.23 TENDER PRICE SCHEDULE

Bidders are required to submit prices for all items listed below. These rates will be used as the basis for determining any other variation rates

Description	Period	Rate	Amount
<b>Labor costs:</b>			
Supervisor year one	12 months		
General workers year one	12 months		
Increase in labour supervisor year one	Year 1		
Increase in labour gen. workers year one	Year 1		
Supervisor labour year two	12 months		
General workers labour year two	12 months		
Increase in labour supervisor year two	Year 2		
Increase in labour gen. workers year two	Year 2		
Bonus supervisor year one	Year 1		
Bonusses general workers year one	Year 1		
Bonus supervisor year two	Year 2		
Bonusses general workers year two	Year 2		
<b>Overtime: (only indicate rate)</b>			
Rate per hour afterhours (weekdays)	24		
Rate per hour weekends/public holidays	24		
<b>Total labour Cost</b>			
<b>Refuse removal:</b>			
Refuse removal (bi-weekly)			
<b>Refuse removal before VAT</b>			
<b>VAT</b>			
<b>Total refuse removal</b>			
<b>Start-up costs (Once-off):</b>			
Gardening tools and equipment	Once		
Uniforms (summer and winter)	Twice		
<b>Total cleaning material and services before VAT</b>			
<b>VAT</b>			
<b>Total cleaning material and services</b>			
<b>Management fee:</b>			
Management fee monthly Year One	12 months		
Management fee monthly Year Two	12 months		
<b>Management fee before VAT</b>			
<b>VAT</b>			
<b>Total Management fee</b>			
<b>TOTAL BID PRICE (CARRIED TO FORM OF TENDER)</b>			

**NB: LABOUR COSTS SHOULD BE INCLUSIVE OF THE UIF AND COIDA**

Bidders signature: .....

Date: .....

Mobile: .....Office: .....

.....  
MANAGER: SECURITY, RECORDS AND FACILITIES  
NORTHERN CAPE PROVINCIAL LEGISLATURE  
**MF MULLER**

.....  
DATE:

# ANNEXURE A

## GENERAL SPECIFICATION AND SCOPE OF WORK

### 1. MAINTENANCE OF PLANTED AREAS

#### **Clearing / Weeding / Pruning**

- All flower beds, etc shall be kept free of rubbish and shall be cleaned daily
- As soon as weeds begin to grow, these weeds shall be cleared immediately from all planted areas including, open areas between flower beds
- All shrubs and trees shall be pruned, as and when required, using the correct prescribed horticultural practices
- Ground cover throughout and where applicable to be thinned out where necessary
- All dead plant matter to be dug up and removed weekly or as frequently as may be required
- Soil in surface beds is to be turned weekly to promote a healthy bedding ground
- All creepers, tree branches, etc should be regularly cut to ensure that these do not penetrate air conditioner grilles, pipes, air ducts etc.
- Plant outlay and maintenance of the Madiba garden, with in-season plants and trees
- Cleaning, clearance and maintenance of the open field areas, including trimming/removal of identified trees and plants

#### **Replacement of Plants**

Plants shall be replaced as and when required, strictly only by agreement between the service provider and client, and only if so instructed in writing to do so. In this case the provision of replacement plants shall be charged for as an additional amount after negotiations and written approval to do so is granted by the client

#### **Fertilizing of Plants**

Type 2:3:2 fertilizers shall be provided and applied at a rate of 50 grams / m<sup>2</sup> in mid February, mid August, mid October and mid December. The cost thereof shall first be negotiated with the client outside of this agreement and upon written approval from the client, submitted for payment

#### **Compost**

An approved compost shall be applied to selected areas, once annually during August. The cost thereof shall first be negotiated with the client outside of this agreement and upon written approval from the client, submitted for payment

#### **Pest and Disease**

- The service provider shall inspect plants etc weekly for the presence of pests and diseases, and shall report such findings to the Facilities Management Section
- Pesticides and fungicides shall be sprayed as and when necessary. The cost thereof shall first be negotiated with the client outside of this agreement and upon written approval from the client, submitted for payment

## **Watering**

All planted areas are to be well watered as frequently as necessary to promote healthy growth of plants, etc. service providers are to familiarize themselves with the existing water points, irrigation systems, stop taps, etc and must also ensure that hose pipes are sufficient in length to reach all planted areas. Water will be provided by the Legislature.

## **2. MAINTENANCE OF LAWN INCLUDING BOULEVARD**

### **Cleaning**

All lawns / grassed areas are to be well kept and cleared of all rubbish on a daily basis

### **Mowing and Trimming**

All lawns / grassed areas shall be cut / mowed weekly throughout the growing season and shall include the trimming of edges where necessary

### **Weeding**

All lawns / grassed areas are to be regularly examined for weeds that should be removed as necessary

### **Fertilizing and Top Dressing**

- All lawns / grassed areas shall be fertilized once a year during August using a 2:3:2 fertilizer at a rate of 50 grams / m<sup>2</sup>. The cost thereof shall first be negotiated with the client outside of this agreement and upon written approval from the client, submitted for payment
- All lawns / grassed areas shall be treated with LAN (limestone ammonium nitrate) twice a year during March and December at a rate of 25 grams / m<sup>2</sup>. The cost thereof shall first be negotiated with the client outside of this agreement and upon written approval from the client, submitted for payment
- All lawns / grassed areas are to be scarified once a year during August and covered with a manure top dressing immediately thereafter. The cost thereof shall first be negotiated with the client outside of this agreement and upon written approval from the client, submitted for payment

### **Watering**

All lawns / grassed areas are to be well watered as frequently as necessary to promote healthy growth etc

## **HARD SURFACE CLEANING / PAVING / CONCRETE, ETC**

### **Weeding**

All hard surface areas are to be inspected on a weekly bases with all weeds removed

## **Spraying**

Hard surfaces to be treated with weed killer applied approximately thrice per year. The cost thereof shall be included as an item on the attached price schedule

### **3. MAINTENANCE OF STORMWATER SYSTEM / CHANNELS, ETC**

- The entire storm water drainage system which include sumps, catchment pits, channels are to be cleared of all sand, silt, papers, etc approximately once a month or as required.

### **4. MAINTENANCE OF IRRIGATION SYSTEM**

- The entire irrigation system including the system in the boulevard shall be monitored on a daily basis and minor defects rectified accordingly within the provisions of this agreement
- Minor defects shall include the repair and replacement of valves, sprinkler heads damaged by the staff of the service provider, of which the cost will be to the account of the service provider
- Repairs to major defects are to be brought to the attention of the client and the cost for such repairs should first be negotiated and only after approval is granted in writing, can such repairs be carried out

### **5. CARTING AWAY OF GARDEN REFUSE / RUBBISH**

All general garden waste, rubbish / refuse generated from the aforementioned gardening and Irrigation Contract can be stock piled on the site in a central place, in an area that will be identified by the Facilities Management Section.

It is compulsory that the refuse generated, be removed bi-weekly from the site by the appointed service provider and disposed of at the offsite municipal / contractors dump site, to avoid the infestation of mice, rats, etc

The service provider will be required to keep the area used for temporary dumping, neat and tidy at all times.

**The Legislature reserves the right to appointment an alternative service provider to remove the refuse on behalf of the service provider if the removal requirements are not being met and the costs thereof will be deducted from the monthly amount payable**

### 13 EVALUATION AND SELECTION CRITERIA

In line with the Preferential Procurement Policy of the NCPL, the NCPL is hereby applying a pre-qualification criteria to advance designated groups within the province. This bid is limited to bidders who are Exempted Micro Enterprise (EME's).

NCPL has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

#### 13.1 Gate 0: Pre-qualification Criteria

Pre-qualification Criteria (Gate 0)	Mandatory requirement (Gate 1)	Functionality Evaluation Criteria (Gate 2)	Price and BBBEE (Gate 3)
Bidders must submit originally certified BBBEE certificate with SANAS logo or original sworn affidavit in order to prove their points in respect of RDP goals	Bidders must submit all documents as outlined in table below.  Only bidders that comply with mandatory requirements will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 60 points out of 100 points to proceed to Gate 3	Bidders who achieved a minimum of 60% will be assessed on price and RDP Goals score

#### 13.2 Gate 1: Mandatory Requirements

Without limiting the generality of NCPL's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

**Table 1: Documents that must be submitted**

Documents that must be submitted	Non-submission WILL result in disqualification	
<b>Original certified BBEE certificate with SANAs logo or original sworn affidavit</b>	<b>YES</b>	Bidders are required to prove their status in respect of RDP Goals
<b>Tax Status Tax Clearance Certificate</b>	<b>YES</b>	In the event where the Bidder submits a hard copy of their current TAX pin, the CSD verification as well as SARS e-filing verification outcome will take precedence.  At award, the successful bidder must be tax compliant on CSD and/ or SARS e filling
<b>UIF Registration</b>	<b>YES</b>	Bidders are required to prove their UIF Registration
<b>COIDA Registration</b>	<b>YES</b>	Bidders are required to prove their COIDA registration
<b>NCPL BF 1 -NCPL BF 7</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Registration on Central Supplier Database (CSD)</b>	<b>YES</b>	Bidders must be registered as a service provider on the Central Supplier Database (CSD).  If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.  Submit proof of registration and CSD Master Registration Number
<b>Pricing Schedule</b>	<b>YES</b>	Submit full details of the pricing proposal

### 13.3 Gate 2: Functionality Evaluation Criteria = 100 points

All bidders are required to respond to the functionality evaluation criteria scorecard as indicated below. Only Bidders that have met the Pre-Qualification Criteria ( Gate 0) and Mandatory requirements ( Gate 1) will be evaluated in Gate 2 for functionality.

***A bidder that scores less than 60% for functionality will be regarded as non-responsive and will be disqualified. All bidders who receive 60% and more for functionality will further be evaluated on points for price and RDP GOAL score***

The criteria that will be considered for determining functionality include:

Criteria	Guidelines for criteria application	Weight	5	4	3	2	1
<b>Past experience</b>	-Experience of the service provider to undertake the scope of work involved -Brief description of scope and scale of current and past projects undertaken -Three written references or more	<b>30</b>	More than 4 years' experience. Five or more written trade reference.	Between 3-4 years' experience. Four written trade reference.	Between 2-3 years' experience. Three written trade reference.	Between 1-2 years' experience. Two written trade reference.	Less than 1 year. One written trade reference.
<b>Team Capacity</b>	-The service provider should demonstrate the capacity of his/her team to carry out the work required. -Current staff compliment to include in gardening services -Role of management in this tender/lack of supervision requirements -Managerial oversight and supervisory role	<b>40</b>	Proposal to indicate supervisory/ managerial staff to be assigned to this project, their skills, qualification and past experience of company as well as the role of management in the project	Proposal indicate staff to be assigned to this project as well as skills, qualifications and experience	Proposal indicate the full staff compliment as well as their skills and experience or their skills and education	Proposal indicate the full staff compliment but no skill, education and experience	Proposal does not indicate the staff compliment
<b>Compliance to standards</b>	The service provider must demonstrate how they would adhere to the applicable standards and legislation, e.g. health and safety,	<b>10</b>	Proposal indicate the plan of adhering to health and safety standards.	Proposal indicate the plan of adhering to the health	Proposal indicate the plan of adhering to the health	Proposal indicate the plan of adhering to the health and safety standards	No information or irrelevant



	Act on Machinery and Safety 6 of 1983, Occupational Health and Safety Act (e.g. attach pictures of uniform, gardening equipment to be used etc.		Bidder provided: pictures of uniform, equipment and material to be used and other relevant information that may add value to the scope of work	and safety standards Bidder provided pictures of uniform, equipment to be used.	and safety standards Bidder provided pictures of uniform		
<b>Methodology</b>	<p>The service provider must demonstrate if they have the necessary capacity to provide the required service, this may include but not limited to the following:</p> <ul style="list-style-type: none"> <li>-Training and skills development plan (attached a detailed plan/program me that the personnel will receive prior commencement of work and for the duration of the contract.</li> <li>-Turnaround times with regard to solving problems which may arise during the execution of the contract</li> </ul>	<b>20</b>	<p>Work schedule attached in line with scope of work.</p> <p>Indicated the training and skills plan. Contingency plan attached in resolving issues that may arise</p>	<p>Work schedule attached in the line with scope of work.</p> <p>Indicated the training and skill plan.</p>	<p>Work schedule attached in with scope of work</p>	Information covering only scope of work	No information on or irrelevant

**13.4 Gate3: Price and RDP and RDP Goals Evaluation (80+20) = 100 points**

Only Bidders that have met the 80 point threshold in Gate 1 will be evaluated in Gate 2 for price and RDP goals. Price and RDP and HDI will be evaluated as follows:

In terms of section 9.3 and 10.9.1 of the NCPL’s Preferential Procurement Policy pertaining to the responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- **The bid price (maximum 80 points)**
- **RDP Goals (maximum 10 points)**
  - o RSA Citizen 4
  - o NC Citizen 4
  - o SMME 2
- **HDI Goals (maximum 10 points)**
  - o Race 4
  - o Female 4
  - o Disability 2

**13.4.1 Stage 1 – Price Evaluation (80 Points)**

Criteria	Points
<b>Price Evaluation</b> $Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**13.4.2 Stage 2 – RDP GOALS Evaluation (20 Points)**

**a. Points allocation**

A maximum of 20 points may be allocated to a bidder for attaining their RDP and HDI status level of contributor in accordance with the table below:

RDP AND HDI	Number of Points
Citizen of RSA	4
Citizen of Northern Cape	4
SMME	2

Race	4
Female	4
Disability	2

Above points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- Originally certified B-BBEE Certificate
- Original sworn affidavits
- CSD documentation
- CIPC registration documentation
- Medical certificate/report

**13.4.3 Stage 3 (80 + 20 = 100 points)**

The Price and RDP points will be consolidated.

## **SECTION 14**

### **GENERAL CONDITIONS**

#### **14 GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which NCPL is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to NCPL together with its bid, duly signed by an authorised representative of the bidder.

#### **15 CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation.

#### **16 SERVICE LEVEL AGREEMENT**

Upon award, NCPL and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by NCPL.

#### **17 SPECIAL CONDITIONS OF THIS BID**

NCPL reserves the right:

- a. To award this tender 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)
- b. 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).
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g. Award to multiple bidders based either on size or geographic consideration.

## **18 NCPL REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of NCPL;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat NCPL fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with NCPL;
- f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g. To conduct their business activities with transparency and consistently uphold the interests and needs of NCPL as a client before any other consideration; and
- h. To ensure that any information acquired by the bidder(s) from NCPL will not be used or disclosed unless the written consent of the client has been obtained to do so.

## **19 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

NCPL reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of NCPL or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of NCPL's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender,
- g. contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- h. has in the past engaged in any matter referred to above; or

- i. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **20 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that NCPL relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by NCPL against the bidder notwithstanding the conclusion of the Service Level Agreement between NCPL and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **21 PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing NCPL, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

## **22 INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, NCPL incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds NCPL harmless from any and all such costs which NCPL may incur and for any damages or losses NCPL may suffer.

## **23 PRECEDENCE**

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

## **24 LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. NCPL shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

## **25 TAX COMPLIANCE**

No tender shall be awarded to a bidder who is not tax compliant. NCPL reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to NCPL, or whose verification against the Central Supplier Database (CSD) proves non-compliant. NCPL further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

## **26 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. NCPL 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.

## **27 GOVERNING LAW**

South African law governs this bid and the bid 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 bid, the bid itself and all processes associated with the bid.

## **28 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that NCPL allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and NCPL will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

## **29 CONFIDENTIALITY**

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 bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with NCPL's examination and evaluation of a Tender.

No part of the bid 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 Tender. This bid and any other documents supplied by NCPL remain proprietary to NCPL and must be promptly returned to NCPL upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived here from.

Throughout this bid process and thereafter, bidder(s) must secure NCPL's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

### **30 NCPL PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any NCPL proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

### **31 AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid (NCPL02/2024) the NCPL may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.



**1. INVITATION TO BID**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS. DO NOT RETYPE.**

**THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT AND THE SPECIAL CONDITIONS OF CONTRACT.**

FURNISH THE FOLLOWING PARTICULARS NON.COMPLIANCE MAY RESULT IN YOUR BID BEING DISQUALIFIED.

**BIDDER'S NAME:** .....

**CONTACT PERSON:** .....

**POSTAL ADDRESS:** .....

*DOMICILLIUM CITANDI ET EXECUTANDI, (PHYSICAL ADDRESS)*

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

**TELEPHONE:** .....

**CELLPHONE:** .....

**FACSIMILE:** .....

**VAT REGISTRATION NUMBER:** .....

**VALID ORIGINAL TAX CLEARANCE CERTIFICATE: SUBMITTED**  **YES/NO**

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS OFFERED BY YOU?**  **YES/NO**

IF YES SUBMIT PROOF.

**TOTAL BID PRICE VAT INCLUSIVE (final bid price. This price will be used to evaluate your bid.)**

**R.....**

**NB: % ESCALATION WILL BE CONSIDERED BASED ON CONSUMER PRICE INDEX (CIPX).**

**2. TAX CLEARANCE**

**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

Name of taxpayer / bidder:

.....

Trade name:

.....

Identification number:

.....

Company / Close Corporation registration number:

.....

Income tax reference number:

.....

VAT registration number (if applicable):

.....

PAYE employer's registration number (if applicable):

.....

Contact person requiring Tax Clearance Certificate:

.....

**SIGNATURE:** .....

Telephone number:.....

Address: .....

.....

Date: .....

**PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.**

3. PRICING SCHEDULE – PRICES

Name of bidder.....Bid number: NCPL 02/2024
--

GOODS/WORKS/SERVICES REQUIRED BY:

.....

AT.....

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED.

OFFER VALID FOR.....DAYS

ITEM	DESCRIPTION	QUANTITY	TOTAL PRICE VAT INCL
1	Provisioning of Gardening Services to the Northern Cape Provincial Legislature for a period of two (2) years	24 months	

Does offer comply with specification?

YES/ NO

If not to specification, indicate deviation(s)

.....

.....

Delivery period.....

FIRM/NOT FIRM

#### 4. DECLARATION OF INTEREST For

Goods and Service Providers

##### Particulars of Sole Proprietor/Managing Director of Business

Name:		Identity Number:	
Date of Birth:		Passport Number:	
Physical Address:			
Tel no:			Cell no:
Fax no:			
E-mail Address			
Postal Address:			

##### Particulars of the Business

Business registered name:		Business Registration Number (CIPRO):	
Date of registration:			
Physical Address:			
Tel no:			Cell no:
Fax no			
E-Mail address:			
Postal Address:			
Tax Registration no:			
VAT Registration no:			

**1. PROPRIETORS/SHAREHOLDERS/PARTNERS/SOLE PRPRIETORS/ TRUSTEES/ BENEFICIARIES (OWNERS).**

1.1 List all person who are OWNERS (as listed above), in the business/trust, and indicate their involvement in the management/operations of the business/trust

1.2 If insufficient space, kindly attach a copy/copies of this page to this bid document, signed by the same person who signs on behalf of the business/trust.

Full Name	ID Number	SA citizen Yes/No	Capacity: Member/Partner/Proprietor/Share Holder/Trustee/Beneficiary	% Ownership/Trust/Interest

**Nature of Business listed in Column 1:**


**Other/Notes of Clarification:**


**1.2 Particulars of business’s Board Members, Directors, Proprietors and shareholders not mentioned on 1.4.**

Name of Silent partner	Type of service rendered	Value of income per project	Value of income per month	Value of Income Per Annum

**Other/Notes of Clarification:**


**1.3 Board Membership/Directorship/partner/share Holder**

<b>Name of business</b>	<b>Nature of Business</b>	<b>Role as Board Member/Director/partner</b>	<b>Remunerated Yes/No</b>	<b>If Yes, Amount Per Annum</b>

**Other/Notes of Clarification:**


1.4. List all partners, proprietors and shareholders by name, identity number, citizenship, HDI status and ownership.

<b>NAME</b>	<b>IDENTITY NUMBER</b>	<b>CITIZENSHIP</b>	<b>POSITION OCCUPIED IN ENTERPRISE</b>	<b>DATE OF OWNERSHIP</b>

**NOTE:** Where owners are themselves a company or partnership, identify the ownership of the holding firm.

**2. DECLARATION OF INTEREST**

2.1. Any legal person, including persons employed by the state, or persons who act on behalf of the state 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. 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 who act on behalf of the state, or to persons related to them, it is required that the bidder or his authorised representative shall declare his position *vis- a-vis* the evaluating authority and/or take an oath declaring his interest, where –

- the bidder is employed by the state or acts on behalf of the state; and/or
- The legal person on who’s behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation 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 of the bid.

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

2.1 Are you or any person connected with the bidder, employed by the state?

**YES/NO**

If so, state particulars.

.....

2.2.1 Do you, or any person connected with the bidder, have any relationship (brother, sister, family, friend or other) with a person employed in the state concerned and who may be involved with the evaluation or adjudication of this bid?

**YES/NO**

If so, state particulars

.....

2.3 Are you, or any person connected with the bidder, aware of any relationship (brother, sister, family, friend or other) between the bidder and any person employed by the state concerned who may be involved with the evaluation or adjudication this bid?

**YES/NO**

If so, state particulars

.....

**3. DECLARATION OF TRUTH**

**I, \_\_\_\_\_, identity number, \_\_\_\_\_, declares that, to my best knowledge, all the information provided by me in this document is the truth and that no omission is made purposefully on my part. I regard this declaration as binding on my conscience.**

**Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Witness: \_\_\_\_\_**

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

**Witness: \_\_\_\_\_**

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



**5. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 1.3.1.2 AND 5.1**

5.1 B-BBEE Status Level of Contribution .....

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of B-BBEE certificate issued by a verification Agency accredited by SANA or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA). Certificate must be in the original or a certified copy appended.

5.2 SUB-CONTRACTING

5.2.1 Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

5.2.2 If yes, indicate:

(i) What percentage of the contract will be subcontracted .....%

(ii) The name of the Sub-contractor).....

(iii) The B-BBEE status level of the sub-contractor?

(iv) Whether the sub-contractor is an EME? YES/NO (delete which is not applicable)

(Provide an original or certified copy of sub-contractor B-BBEE status level of contribution certificate with the bid)

5.3 DELCARATION WITH REGARD TO COMPANY/FIRM

a. Name of company/firm.....

b. VAT registration number.....

c. Company registration number.....

d. Type of company/Firm

- Partner/Joint Venture/Consortium
- One person business/sole propriety
- Close corporation
- Company
- (PTY) Limited

(Tick applicable box)

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers e.g. transporter, etc.
- [TICK APPLICABLE BOX]

5.4 Total number of years the company/firm has been in business?  
.....

5.5 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-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....  
SIGNATURE

.....  
SURNAME AND INITIALS

2. ....  
SIGNATURE

.....  
SURNAME AND INITIALS

..... SIGNATURE(S) OF BIDDER(S)
..... SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS: .....

.....  
.....

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - abused the institution’s supply chain management system;
  - committed fraud or any other improper conduct in relation to such system; or
  - failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Item	Item	Item
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



