



# REQUEST FOR PROPOSAL/QUOTE (RFP/Q)

<b>RFP/Q NUMBER</b>	<b>: EWM046/SW/2020</b>
<b>DESCRIPTION OF SERVICE</b>	<b>: Supply of Grass Cutting Services at Shongweni</b>
<b>RFP/Q SUBMISSION DETAILS</b>	<b>: Hand Delivery / E-mail / Online Application</b>
<b>CLOSING DATE</b>	<b>: 17<sup>th</sup> July 2020</b>
<b>TIME</b>	<b>: 16H00 (Late applications will Not be accepted)</b>
<b>SUBMISSION VENUE</b>	<b>: 1 Shongweni Dam Road, : Shongweni</b>
<b>COMPULSORY SITE VISIT</b>	<b>: 3 July 2020 : 10H30 : 1 Shongweni Dam Road, : Shongweni : Bongani Zondo, Clive Kidd, : Musa Sishi</b>
<b>WEBSITE</b>	<b>: <a href="http://www.enviroserv.co.za">www.enviroserv.co.za</a>, <a href="#">TENDERS</a></b>
<b>E-MAIL</b>	<b>: <a href="mailto:Kamogelo.mogotlane@enviroserv.co.za">Kamogelo.mogotlane@enviroserv.co.za</a></b>
<b>ADDRESS</b>	<b>: 1Shongweni Dam Road, Shongweni Landfill</b>

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## **SECTION 1**

### **1.1 ABBREVIATIONS**

a.	RFP/Q	-	Request for Proposal or Quote
b.	BBBEE	-	Broad Based Black Economic Empowerment
c.	EWM	-	Enviroserv Waste Management (Ltd)
d.	CPA	-	Consumer Protection Act 68 of 2008
e.	SLA	-	Service Level Agreement
f.	FML	-	Full Maintenance Lease
g.	SANS	-	South African Accredited Nationally Services

### **1.2 DEFINITIONS**

- a. "The Contract" means the agreement entered into between the EnviroServ and the awarded Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. A contract will stem from this RFP/Q.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the equipment, services, works and/or other materials, which the Supplier is required to supply to the Procuring entity under the Contract.
- d. "EnviroServ" means the organization or procuring entity purchasing the goods under this Contract i.e ENVIROSERV WASTE MANAGEMENT (PTY) LIMITED.
- e. "The Supplier" means the individual or firm supplying the goods under this Contract.
- f. "Ex-Stock" means a product or service can supplied immediately without any delay manufacturing lead time.

### **1.3 SCOPE OF WORK**

#### **a. Purpose**

EnviroServ invites Suppliers to respond to the RFP/Q for the services of Grass Cutting at Shongweni Landfill. This service will be required for a period of 24 Months from date of award with an option to renew before expiry date. It is expected that the contract requirements will fluctuate according to business requirements.

This service is required at: **Shongweni Landfill Site, Shongweni Dam**

## **1.4 SUBMISSION REQUIREMENTS**

All Suppliers shall include the following information and documentation with their offer and where copies are attached they are to be certified:

- a. Completed RFP/Q document
- b. Code of Good Practice – Suppliers (As attached in Annexure A)
- c. Supplier Questionnaire (As attached in Annexure B)
- d. Written Power of Attorney of the signatory of the offer to commit the Supplier
- e. Proof of business address
- f. Accredited BBBEE status documentation
- g. Tax clearance certificate
- h. Price Schedule (As attached in Annexure C)

## **1.5 RULES AND REGULATIONS**

- a. All documents relating to the offer will be in the English Language;
- b. The Supplier is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the RFP/Q documents or to submit an offer not substantially responsive to the RFP/Q documents in every respect will be at the Bidder's risk and may result in the rejection of its offer;
- c. The Bidder shall prepare one (1) original set of documents and clearly mark these as "ORIGINAL";
- d. This ORIGINAL documentation shall be typed/written in indelible ink (black) and shall be signed by a person (or persons) duly authorised to sign on behalf of the Supplier. All pages of the tender where entries or amendments have been made shall be initialed by the person (or persons) signing it.
- e. This ORIGINAL bid documentation shall be sealed in an envelope.
- f. This sealed envelope will be addressed to EnviroServ's address provided in this document with the Bidder's name and RFP/Q reference number reflected. The envelope must also be marked with a clear warning NOT TO OPEN before the specified date and time;
- g. The tender shall contain no alterations or additions, except those who comply with instructions by EnviroServ, or as necessary to correct errors by the bidder in which case such corrections shall be initialed by the person (or persons) signing the tender;
- h. EnviroServ may extend the deadline of submission of offers by issuing an amendment in which case all rights and obligations of EnviroServ and the bidders previously subject to the original deadline, will then be subject to the new deadline;
- i. NO LATE submissions will be accepted; late bids will be returned unopened to sender;
- j. Suppliers may modify or withdraw their submission by giving notice in writing before the deadline;

- k. Offers shall remain valid for 30 days after date of opening; Offers valid for a shorter period will be rejected and considered non responsive.
- l. An EnviroServ representative will open all bids including modifications in the presence of other selected EnviroServ representatives who were invited to attend. This EnviroServ representative will announce the name of the Supplier, and any other information deemed important at the time;
- m. No information shall be disclosed to Suppliers or any other persons prior to official adjudication process. Any effort by a bidder to influence EnviroServ's process of bid-awarding decisions may result in the rejection of his bid;
- n. The Supplier shall bear all costs associated with the preparation and submission of its offer, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP/Q process;
- o. The sealed envelopes are to be deposited in the tender box placed at the office of EnviroServ Waste Management (Pty) Limited, 1 Shongweni Dam Road, Shongweni or may be sent through registered / speed post addressed to The Head of Procurement, P O Box 9385, Edenglen 1613. Bulky tenders which will not fit in the tender box shall be handed over to EnviroServ's procurement office;( If applicable)
- p. EnviroServ will determine the substantial responsiveness of each offer to the RFP/Q documents, substantially responsive tender is one, which conforms to all the terms and conditions of the RFP/Q documents without material deviations. There is no recourse should an offer be disqualified.
- q. EnviroServ will determine to its satisfaction whether a Supplier is qualified to perform the work satisfactorily. The determination will take into account the Supplier's financial, technical, and contractual capabilities. It will be based upon an examination of the documentary evidence submitted.
- r. EnviroServ reserves the right to accept or reject any offer, lowest quote or otherwise, and to annul the RFP/Q process and reject all offers at any time prior to contract award, without thereby incurring any liability to the affected Supplier on the grounds for the procuring entity's action. EnviroServ reserves it right to annul the procurement process an anytime.
- s. EnviroServ will notify the successful Supplier in writing that it's offer has been accepted. The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneously other Suppliers shall be notified that their offers have not been successful.
- t. There is NO APPEAL process and EnviroServ's decision will be final.
- u. This RFP/Q trading terms and conditions supercedes the Suppliers trading terms and conditions.

## **1.6 GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **a. Application**

These General Conditions shall apply in all Contracts made by EnviroServ.

### **b. Standards**

The Goods supplied under this RFP/Q shall conform to the standards mentioned in the Technical Specifications as per Annexure.

### **c. Use of Documents and Information**

The Supplier shall not, without EnviroServ's prior written consent, make use or distribute any document or information in this RFP/Q. All documents, other than the Supplier Questionnaire itself, shall remain the property of EnviroServ.

### **d. Patent Rights**

The Supplier shall indemnify EnviroServ against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or services supplied.

### **e. Inspection and Tests**

EnviroServ or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the technical specifications. EnviroServ shall notify the Supplier in writing in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Supplier or even at EnviroServ's premises.

Should any inspected or tested equipment fail to conform to the specifications, the EnviroServ may reject the equipment, and the Supplier shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to EnviroServ. This rejection may happen any time before expiry of the warranty offered by the Supplier of the goods.

EnviroServ's right to inspect, test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, teste

d and passed by EnviroServ or its representative prior to or after the equipment delivery.

### **f. Delivery and Documents**

Delivery of the equipment, documents, installation and maintenance of the same shall be made by the Supplier in accordance with the terms specified by EnviroServ.

Suppliers must ensure the shortest possible delivery period of the equipment. Delivery period will be an important evaluation criterion and the responsive firm offering shortest delivery period will gain an advantage.

g. **Pricing and Payment**

Prices quoted by the Supplier shall remain fixed during the Supplier's performance of the contract.

An offer submitted with an adjustable price quotation will be treated as non-responsive and will be rejected unless otherwise agreed by the parties. Prices indicated on the Price Schedule shall be the cost of the goods and any incidental works/services including all duties, VAT and other taxes. Payment of goods and services will be 30 days from statement. Suppliers are encouraged to offer payment terms up to 60 days from statement.

h. **Termination for Default**

EnviroServ may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the contract in whole or in part:

- if the Supplier fails to deliver any or all of the equipment within the period specified in the Contract, or within any extension thereof granted by EnviroServ
- if the Supplier fails to perform any other obligation(s)
- if the Supplier, in the judgment of the EnviroServ has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

**In the event that EnviroServ terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment, works and services similar to those undelivered, and the Supplier shall be liable for any excess costs for such similar equipment.**

i. **Termination for convenience**

EnviroServ by way of written notice may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the EnviroServ convenience, the extent to which performance of the Supplier of the contract is terminated and the date on which such termination becomes effective. No compensation will be payable for termination of contract.

j. **Delivery terms**

Goods and services must be delivered or performed at 1 Shongweni Road, Shongweni Landfill.

k. **Commissioning**

Test runs and eventual equipment commissioning (if applicable) will be done by the Supplier and a commissioning certificate signed by both parties on agreement between the two parties that the equipment has performed to expectations.

l. **Warranty**

A warranty declaration of at least 1 year must be included.

**m. Technical support**

Suppliers must include the after sales service arrangement, including technical support services, availability of spare parts, etc.

**1.7 GENERAL ENQUIRIES**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	<b>PROCUREMENT</b>
<b>DESIGNATION</b>	<b>CONTRACT ADMINISTRATOR</b>
<b>CONTACT PERSON</b>	<b>KAMOGELO MOGOTLANE</b>
<b>CELLPHONE</b>	<b>011 456 5660</b>

**1.8 TECHNICAL ENQUIRIES**

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	<b>TDS</b>
<b>DESIGNATION</b>	<b>KWA-ZULU NATAL</b>
<b>CONTACT PERSON</b>	<b>CLIVE KIDD</b>
<b>CELLPHONE</b>	<b>011 456 5425</b>

<b>DEPARTMENT</b>	<b>PUBLIC AFFAIRS</b>
<b>DESIGNATION</b>	<b>PUBLIC AFFAIRS MANAGER</b>
<b>CONTACT PERSON</b>	<b>MAKGABO VAN NIEKERK</b>
<b>CELLPHONE</b>	<b>011 061 5188</b>



## **SECTION 2**

### **2.1 ELIGIBILITY OF SUPPLIERS**

- a. All eligible Suppliers are requested to sign the DECLARATION OF INTEREST and CODE OF CONDUCT attached in Annexure A stating any relationships with EnviroServ employees, or members of consortiums, or joint ventures and/or sub-Suppliers, either in the past or currently. Should this Declaration be proven to be false, the Supplier's offer will be rejected.
- b. Suppliers shall not be under administration.
- c. Suppliers shall not be under a declaration of ineligibility for corruption and fraudulent practices.
- d. EnviroServ's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in this RFP/Q.
- e. Suppliers must be in good standing with the South African Revenue Service.
- f. Suppliers must have a proven track record in the supply of the service on offer.
- g. Suppliers must have the ability to supply good and services on time and in full.
- h. A Suppliers poor service deliver record will adversely affect a Suppliers ability to be awarded this RFP/Q.

### **3.1 SUPPLIER DETAILS**

- a. Company name \_\_\_\_\_
- b. Physical Address \_\_\_\_\_  
\_\_\_\_\_
- c. Postal Address \_\_\_\_\_  
\_\_\_\_\_
- d. Landline Number \_\_\_\_\_
- e. E-mail Address \_\_\_\_\_

**DECLARATION**

I.....confirm that the information given this .....  
day of ..... 2020 is correct, accurate and I understand that any false  
information will lead to automatic disqualification without any further notice. I also  
understand that Enviroserv Waste Management (Pty) Limited will confirm with my  
previous clients that my company has dealt with if need be. We also declare that we  
have not engaged in any fraudulent practice or offered inducement to any member of  
procuring entity for purpose of this RFP/Q.

Authorized signature..... Date .....

Name of signatory.....



Compiled by: Rakesh Seetal

Approved by: MANCO - SW

Revisions:

**NATIONAL PROCUREMENT (SOLID WASTE)**

Date of approval: 14 January, 2015

**POLICIES AND PROCEDURES**

Page: 11 of 18

**TITLE:  
CODE OF CONDUCT AND  
ACKNOWLEDGEMENT – SUPPLIERS**

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## 1. *PURPOSE*

This code commits EnviroServ suppliers to maintain the highest standards of professional and personal conduct whilst conforming to the EnviroServ Values:

### *Diversity*

We believe that our diversity is the key to our success. Our team boasts a mix of skill, style, gender, race and age – ensuring that we are able to deliver the best possible solution to our customers.

### *Integrity*

Making promises that they can keep – always being honest, ethical and respectful – promoting solution driven actions. Uncompromising on environmental standards. Taking ownership and being accountable.

### *Innovation*

Believe that all have good ideas – encourage and harness them. The responsibility to access and share great ideas lies with us all. Be passionate for improvement and love creativity, growth, vitality and momentum.

### *Quality*

Everyone is responsible for delivering value. Service excellence is a given. We are uncompromising on standards and dissatisfied with the status quo. Continually raising standards. Being professional.

### *Collaboration*

Working together to achieve shared goals, doing what it takes to succeed, never compromising the greater team. Creating positive energy and valuing diversity.

### *Passion*

Willing to always go the extra mile to make things happen. Being proactive. Radiating positive energy in other. Looking for solutions and expressing opinions.

Suppliers shall commit to the following principles:

1. Comply with all applicable laws and regulations
2. Adhere to high ethical standards and respecting the rights and dignity of all persons dealt with
3. Not accepting illicit benefits nor extending such benefits to other persons
4. Be environmentally responsible
5. Not compete in any way with EnviroServ business and avoid conflict of interest to the detriment of EnviroServ
6. Keep EnviroServ's business, financial and technical data as well as internal business documents confidential and not misappropriate EnviroServ's or other company's tangible or intellectual property
7. Actively help EnviroServ in achieving compliance with this Code of Conduct

Adherence of this Code of Conduct will be monitored and violations properly sanctioned.

## 2. GENERAL GUIDELINES.

These guidelines are an integral part of the Code of Conduct, and helps in understanding what the Code means in daily business practice. The Guidelines have been prepared taking into account differences in local laws and practices. They are not to be and cannot be exhaustive. Furthermore, applicable laws and regulations can change. These Guidelines are to be used as an important compass, keeping in mind that daily business judgments often require additional thorough analysis of their legal and ethical ramifications.

Questions regarding the Code of Conduct or these Guidelines or a situation which causes uncertainty about the implications of the Code or the Guidelines (e.g. because of conflicting requirements), should be addressed with a member of EnviroServ's management team.

## 3. PRINCIPLES

### **PRINCIPLE 1:**

#### **Complying with all applicable laws and regulations**

Complying with the legal order is a fundamental principle of EnviroServ's business philosophy. It is also an important part of EnviroServ's risk policy. Laws are different from jurisdiction and may change over time. The commitment of the Group to stay within applicable laws and regulations, however, remains always the same. These Guidelines cannot specify nor even list all the laws that govern daily business. It is therefore each one's personal responsibility to be knowledgeable about the legal requirements and restrictions governing daily work.

Particular attention is paid to the following areas of law

#### **Safety**

The safety of services rendered by suppliers is usually dealt with in general or industry-specific regulations. In addition, civil and criminal laws set certain standards that have to be complied with.

#### **Competition law**

The following practices are prohibited:-

- agreements amongst competitors on costs or selling prices
- agreements amongst competitors on the allocations of market shares
- agreements amongst competitors on the allocation of territories and customers
- the orchestration among competitors of offers submitted to EnviroServ ("bid rigging")
- paying bribes, kickbacks or other benefits to employees

#### **Tax law**

Tax laws include income taxes, sales taxes, withholding taxes and deductions. They differ between jurisdictions. Tax laws do not only have to be complied with by persons directly dealing with taxes, they also have to be taken into consideration by suppliers. Over-invoicing or under-invoicing for goods or services may violate tax laws if they result in the avoidance of taxes.

#### **Other laws**

Various other laws (e.g. corporate laws and security regulations, environmental, employment laws, including working place safety regulations, public laws etc.) govern EnviroServ's business. These must be complied with in personal spheres of activity.

## **PRINCIPAL 2:**

### **Adhering to high ethical standards, Respecting the rights and dignity of all persons dealt with and by not accepting illicit benefits nor extending such benefits to other persons**

Respect of the rights and dignity of other persons, be they customers, fellow employees, suppliers, competitors or government officials is an absolute must. The high ethical standards maintained by EnviroServ furthermore requires that employees of the Group do not accept illicit benefits which might be offered to them by customers, suppliers or other persons. This does not mean that every customary present has to be refused. If the value of such a present is (as a rule of thumb) above

R350, the gift should be declared to the superior. Likewise extending personal benefits to employees or other persons if such benefits are outside the usual business practices or if they violate applicable laws, is not allowed.

## **PRINCIPLE 3:**

### **Being Environmentally Responsible**

As a minimum EnviroServ ensures compliance with applicable environmental legislation and in many cases, through the use of latest technologies and best practices, go beyond compliance. Our suppliers are encouraged to take a proactive stance in this regard and generate innovative solutions to environmental projects.

## **PRINCIPLE 4:**

### **Not competing in any way with EnviroServ's business and avoiding conflicts of interest to the detriment of EnviroServ**

Suppliers have a fiduciary duty to their employer. This means, inter alia, a supplier is not allowed to actively engage in business directly competing with the EnviroServ Group.

If the supplier is engaged in potential conflicts of interest, these are required to be disclosed to a member of EnviroServ's management team.

### **Not misappropriating the organisation's intellectual property.**

Another aspect of the fiduciary duty that suppliers owe to EnviroServ is the obligation to keep all business, financial and technical data as well as internal business documents confidential. Such information may only be disclosed to persons outside the Group if and to the extent that this is required in the course of business transactions on behalf of EnviroServ's business. It is an obligation to safeguard EnviroServ's tangible and intellectual property. It is ethical also to respect the property of other companies, including the property of competitors (e.g. trademarks, software or other intellectual property protected by applicable laws).

## **PRINCIPLE 6:**

### **Actively help EnviroServ in achieving compliance with this Code of Conduct**

Not only is it a requirement to abide by the Code of Conduct in each one's personal activity. Everyone is likewise expected to disclose violations of this Code. Management, in turn, will monitor adherence to the Code of Conduct and will investigate alleged violations. In such an investigation every supplier is required to fully disclose all pertinent facts known to him/her. Non-disclosure in such investigation as well as violations of the Code of Conduct (incl. the acquiescence in violations by subordinates) may result in being removed from the vendor list.

Suppliers who report potential Code of Conduct violations in good faith shall be protected against possible retaliation as follows:

- **anonymous reporting violations**  
In principle suppliers may report possible Code of Conduct violations anonymously by means of calling Tip-Offs Anonymous on 0800 00 11 24. EnviroServ however encourages suppliers to voluntarily indicate their name, allowing them to be contacted in order to verify the issue;
- **no discrimination against these employees:**  
Discriminatory actions (e.g. sanctions, suspension, threats, harassment) against these suppliers are in violation of the Code of Conduct and treated accordingly. Adequate measures shall be taken to avoid discriminatory actions against such known or perceived supplier who has reported a violation.



**EnviroServ Waste Management (Pty) Limited Code of Conduct Acknowledgement form**

I hereby acknowledge that I have received and reviewed a copy of the Code of Conduct and its guidelines. I further agree to abide by the spirit of the code and guidelines, particularly regarding my ongoing obligation and audit regarding such activities. I accept that violations of the Code and guidelines may lead to be removed from the vendor list.

**With regards to Principal 5 of the Code and Guidelines I confirm the following:**

I have currently no conflict of interest in my activities and will use my best efforts to prevent such conflicts from arising in the future.

If actual or potential conflicts of interest should arise, I will immediately inform EnviroServ and act in accordance with its instruction.

**With regard to Principle 6 of the Code and Guidelines I confirm the following:**

I agree to promptly submit written disclosure of all inventions, improvements, copyrights and trade secrets, whether or not patentable.

I agree that all such intellectual property within the existing or contemplated scope of business shall be the property of EnviroServ and I hereby assign the title to such intellectual property to EnviroServ.

COMPANY NAME : \_\_\_\_\_

NAME AND SURNAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_



## **ANNEXURE B – SUPPLIER QUESTIONNAIRE**

<b>SUPPLIER NAME</b>		
<b>CONTACT PERSON</b>		
<b>CELLPHONE / LANDLINE</b>		
<b>RFP/Q DESCRIPTION</b>		<b>Grass Cutting services at Shongweni Landfill- EWM046/SW/2020</b>
<b>Price</b>		
Is your price fixed for the contract period?		
Does your price include VAT?		
<b>Payment</b>		
Do you agree to the 60 Day Payment terms	<b>YES</b>	<b>NO</b>
<b>General</b>		
Do you agree to the terms and condition of the RFP/Q?		
Do you agree that this RFP/Q falls under the Consumer Protection Act?		
Which community ward are you from?		
Which business forum are you from?		
<b>Documentation</b>		
Have you submitted the following documents?		
a. Completed RFP/Q document		
b. Code of Good Practice – Suppliers (As attached in Annexure A)		
c. Supplier Questionnaire (As attached in Annexure B)		
d. Written Power of Attorney of the signatory of the offer to commit the Supplier		
e. Proof of business address		
f. Accredited BBBEE status documentation		
g. Tax clearance certificate		
h. Price Schedule		
i. Pictures, technical specifications, performance and relevant data of goods and services supplied		

## **ANNEXURE C – PRICING SCHEDULE**

<b>No.</b>	<b>Description</b>	<b>UOM</b>	<b>Unit Price</b>
1.	Grass Cutting per Square Meter	m <sup>2</sup>	

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

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

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