**AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD**

**REPUBLIC OF SOUTH AFRICA**

****

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GRASS CUTTING AND WEED CONTROL SERVICES AT ATNS KING PHALO AIRPORT AND ITS LOCAL SITES FOR A PERIOD OF FIVE (5) YEARS.**

**REQUEST FOR PROPOSAL: ATNS/FAEL/RFP038/FY22.23/GARDENING**

**OCTOBER 2022**

**VOLUME 1A**

**The information contained within this document is confidential to ATNS in all respects and it is hereby acknowledged that the information as provided shall only be used for the preparation of a response to this document. The information furnished will not be used for any other purpose than stated and that the information will not directly or indirectly, by agent, employee or representative, be disclosed either in whole or in part, to any other third party without the express written consent by the Company or its representative.**

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| **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GRASS CUTTING AND WEED CONTROL SERVICES AT ATNS KING PHALO AIRPORT AND ITS LOCAL SITES FOR A PERIOD OF FIVE (5) YEARS** | |
| **RFP REFERENCE NUMBER:** | ATNS/FAEL/RFP038/FY22.23/Gardening |
| **CLOSING DATE OF TENDER / SUBMISSION OF BID:** | 07 November 2022 |
| **CLOSING TIME:** | 12h00, CAT (no late, and facsimile responses will be accepted |
| **COMPULSORY SITE INSPECTION** | **Date: 17 October 2022**  **Time: 11:00 to 12:30**  **Venue: ATNS East London Radar Site**  **South:** -**33°01’41”S**  **East: 27°,47’57” E** |
| **BID VALIDITY PERIOD:** | * 180 days (Commencing from tender closing date) |
| **RETURNABLE DOCUMENTS** | * Valid SARS pin * Valid B-BBEE certificate (SANAS approved) or Sworn Affidavit. * Latest CSD report * Fully completed and signed SBD documents. |
| **DESCRIPTION:** | **APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GRASS CUTTING AND WEED CONTROL SERVICES AT ATNS KING PHALO AIRPORT AND ITS LOCAL SITES FOR A PERIOD OF FIVE (5) YEARS** |
| **DEPOSITED IN THE BID BOX SITUATED AT:** | ATNS Company Limited,  Eastgate Office Park, Block C,  South Boulevard Road,  Bruma, 2298  OR  Should a bidder require to submit their documents online, they must send an email requesting a link to [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest to do so.  On the email Bidders must specify on the subject line – the tender number and description.  **Deadline for requesting the link is 2 days before closing date, email sent after this deadline will not be attended to.** |
| **Procurement Specialist:** | Olwethu Fakude |
| **Telephone:** | (011) 607 1165  **NB: due to COVID 19 Pandemic, only contact via e-mail.** |
| **E-mail:** | [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) |
| THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED) | |

**BIDDING STRUCTURE**

|  |  |
| --- | --- |
| Indicate the type of Bidding/Biding Structure by marking with an ‘X’ | |
| Individual Bidder |  |
| Joint Venture |  |
| Consortium |  |
| With Sub-Contractors |  |
| Other |  |

|  |  |
| --- | --- |
| If Individual: | |
| Name of Bidder |  |
| Registration Number |  |
| VAT Registration Number |  |
| Contact Person |  |
| Telephone Number |  |
| Fax Number |  |
| Cell Number(s) |  |
| E-mail Address |  |
| Postal Address |  |
| Physical Address |  |

|  |  |
| --- | --- |
| If Joint Venture or Consortium, indicate the name/s of the partners: | |
| Company Name |  |
| Registration Number |  |
| VAT Registration Number |  |
| Contact Person |  |
| Telephone Number |  |
| E-mail Address |  |
| Fax Number |  |
| Postal Address |  |
| Physical Address |  |

|  |  |  |
| --- | --- | --- |
| **HAS AN ORIGINAL VALID TAX COMPLIANCE REPORT AND PIN BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS** | | |
| **YES** | **NO** |
|  |  |

|  |  |
| --- | --- |
| **PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER** | |
| Indicate the Type of Company |  |

**SIGNATURE OF BIDDER:**

………………………………………………………… DATE: ……………………

…………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED:

|  |
| --- |
| IMPORTANT NOTICE |

The information contained herein, is given without any liability whatsoever to Air Traffic & Navigation Services Company Limited (ATNS) and no representation or warranty, express or implied, is made as to the accuracy, completeness, or thoroughness of the content of this Request for Proposal (RFP).

This RFP is for the confidential use of only those persons/companies who are participants of this RFP. Each recipient acknowledges that the contents of this RFP are confidential and agrees that it will not without the prior written consent of ATNS, reproduce, use or disclose such information in whole or in part, to any other party other than as required by law or other regulatory requirements.

The Bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalisation of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.

The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

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1. **GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS**

## Background and Introduction

The Air Traffic and Navigation Services (ATNS) Company of South Africa is the major provider of air traffic management, communication, surveillance, navigation and associated services (including training) within South Africa. ATNS manages 10% of the world’s airspace.

Standing strong with over 1100 employees, ATNS strives to continuously provide safe airspace, orderly, expeditious and efficient management of Air Traffic Management services. The company operates at 21 aerodromes within the country, including OR Tambo, Cape Town and King Shaka International Airports.

In the rest of the African Continent, ATNS provides amongst others the Aeronautical Satellite Communication (VSAT) networks.

This service extends from Cape to Cairo interconnecting more than 33 states in Africa and Middle East. Other services include ATS and technical training, WGS 84 surveys, airspace design, AIP documentation, billing and consultancy services.

**Vision**

ATNS’s Vision is to be the preferred supplier of air traffic management solutions and associated services to the African continent and selected international markets.

**Mission**

Our Mission is to provide safe, expeditious and efficient air traffic management solutions and associated services, whilst ensuring long-term economic, social and environmental sustainability.

* Our business is driven through our embedded Values, being:
* Accountability
* Safety and customer service
* Continuous improvement and innovation
* Employee engagement and development
* Fairness and consistency
* Open and effective communication

The Air Traffic and Navigation Service Company Limited (ATNS) is a State-Owned Company (SOC), established in 1993 in terms of the ATNS Company Act (Act 45 of 1993) to provide air traffic management solutions and associated services on behalf of the State. These services accord with International Civil Aviation Organisation (ICAO) standards and recommended practices, and the South African Civil Aviation Regulations and Technical Standards. As an air navigation services provider (ANSP), ATNS is governed by the nation’s legislative and administrative framework.

ATNS is also a commercialised ANSP operating on the “user pays” principle that relies on current revenues and debt funding for its operational and capital expenditure requirements.

Our business offerings are divided into Regulated and non-regulated activities:

**Regulated Business**

At present 90% of ATNS’s revenue is facilitated through its regulated business:

Air navigation services and infrastructure

The principal activities of ATNS’s regulated business encompass the planning, operating and maintenance of safe and efficient air traffic management services in the airspace for which the State is responsible. Airspace infrastructure consists of the following main components:

* Communications, navigation and surveillance (CNS) infrastructure.
* Auxiliary aviation services, such as aeronautical information publications, flight procedure design and aeronautical surveys.
* Air traffic management.

ATNS’s infrastructure development is informed by user expectations and regulatory requirements at a global level; as well as the needs of the air traffic management (ATM) community and new enabling technologies.

Air traffic service charges

As a monopoly service provider, ATNS is regulated economically by the Economic Regulating Committee (RC) that is a statutory body formed and appointed by the Shareholder, the Department of Transport (DoT). The RC is empowered by the ATNS Company Act (Act 45 of 1993) to issue permission to ATNS. The permission regulates the increase in specified tariffs that ATNS can issue and lays down minimum service standards requirements for the regulated business. ATNS is, through the permission, authorized to levy air traffic service charges on users (aircraft operators) for the use of air navigation infrastructure and/or the provision of an air traffic service. The permission has a five-year life span.

Training institution

ATNS runs a successful training institution as a division within the Company, namely: the Aviation Training Academy (ATA). The ATA provides a full range of air traffic services training, technical support training and related training to delegates in South Africa and the broader African continent in the disciplines of engineering, air traffic services and management. The ATA is an ISO9001:2000 accredited institution and has international cooperation agreements in place with partners, enabling the academy to maintain mutually beneficial partnerships in the presentation and accreditation of international courses in air traffic services (ATS). The ATA is a world-renowned academy, and in both 2012 and 2013 was formally recognized as the International Air Transport Association (IATA) Worldwide Top Regional Training Partner.

**Non-Regulated Business**

ATNS’s non-regulated business currently contributes 10% of the Company’s revenue. The non-regulated business encompasses a long-term strategy to facilitate regional expansion through a subsidiary vehicle presently known as “ATNS International”. ATNS International will enable the Company to take a more robust and agile stance in the non-regulated business market without posing undue risks to its regulated market and Shareholder. It will also enable ATNS to enter into joint ventures and partnerships with external suppliers so that the Company can harness more valuable market opportunities and extend its regional influence and reach.

Additional information is available on ATNS website – [www.atns.co.za](http://www.atns.co.za)

## Purpose of the Bid

* The role of Grass cutting and weed control Services is aimed to assist ATNS to accomplish its risk management objectives by ensuring the effectiveness of its grass cutting and weed control Services within ATNS FAEL and local sites.
* The objective of this bid is to appoint a suitable grass cutting service provider that can provide assurance to ATNS Management in discharging its responsibilities regarding grass cutting and weed control works. The bidder must demonstrate the capability to perform effective grass cutting and weed control in accordance with all legal and statutory requirements.
* The Contractor will be responsible for Grass cutting and Weed control Services at ATNS FAEL Radar site and remote sites Airside.
* The Contractor will be appointed directly by ATNS for a period of 5 Years and will be called in per the Service Level Agreement or as and when there is a need for such services.

## Scope of work

* Provide grass cutting services bi-monthly at ATNS FAEL Radar site.
* Weed control, shrub, and vegetation control quarterly at the Radar site
* On an as and when required basis.
* Provide grass cutting services, weed control, shrub, and vegetation control at the Receivers site, VDF, VOR site airside and other sites under ATNS FAEL will be on an as and when required basis.
* In carrying out the work, the successful service provider must ensure that staff will obtain and maintain ACSA permanent access permits for access to airside. The below are the current costs but supplier to confirm this with ACSA. Permits to other sites not belonging to ATNS is to be confirmed with the landlord for those sites.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Type of Permit** | **Charge** | **Vat** | **Total** |
| 1. | Personal permit | R 225.71 | R 33.86 | R 259.56 |
| 2. | Temporary permit (1 day) | R 31.45 | R 4.72 | R 36.17 |
| 3. | Temporary permit (2 - 5 days) | R 43.80 | R 6.57 | R 50.37 |
| 4. | Temporary permit (6 days) | R 210.90 | R 31.64 | R 242.54 |
| 5. | Cell permit | R 53.19 | R 7.98 | R 61.17 |

## The deliverables will be as follows:

**Radar site bi-monthly grass cutting and weed control services**

* Grass cutting bi-monthly, inside the Radar site and within six (6) meters around the Radar site perimeter fence and the total area to be cut is 2660 square meters.
* Apply safe herbicides for weed control quarterly to clear off vegetation at the site and the total area that needs weed control and application of safe herbicides is 3600 square meters

**NB: The successful bidder must Safely dispose waste in an environmentally friendly way.**

On the below sites, Irrigation and Gardening services will be required on an as and when required basis and quotes will be requested separately

|  |  |  |
| --- | --- | --- |
| FAEL SITES | DISTANCE (KM) | SERVICE INTERVAL |
| RECEIVERS | Airside (Permits required) | AD-HOC |
| VDF | Airside (Permits required) | AD-HOC |
| VOR | Airside (Permits required) | AD-HOC |
| FRASERS CAMP DME SITE | 119 km | AD-HOC |
| KIDDS BEACH DME SITE | 20.8 Km | AD-HOC |
| MDANTSANE DME SITE | 40.2 Km | AD-HOC |
| AMATHOLA (CINTSA) DME SITE | 53.9 Km | AD-HOC: |
| JONGILIZWE DME SITE | 90.7 Km | AD-HOC |
| MACLEANTOWN DME SITE | 47.9 Km | AD-HOC |

## Contractors’ Responsibilities

* Maintain the clean and neat gardening at ATNS Operations Complex and its remote sites as applicable in a sustainable manner while ensuring compliance to general safety and aviation related legislation.
* Be fully responsible for meeting all requirements in this document regarding the Works.
* Ensure that all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply.
* Conduct any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
* Conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
* Be fully responsible for obtaining (and keeping up to date with) said requirements above.
* Be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.
* At all times remain responsible to ensure that the staff compliment is sufficient to maintain the service levels and system performance.
* Continuously ensure that all staff is suitable, able and competent for the duties required of them.
* Continuously ensure that all staff is knowledgeable and trustworthy.
* Further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.
* Ensure that all services are performed within the required Response Times as stipulated in Service Levels.
* Be responsible for holding all tools and/or special equipment that might be required for the execution of the works.
* Ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff are always immediately reachable via cell phone.
* Ensure that all staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current requirements are safety shoes, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).
* Ensure that Safety equipment are used where applicable (e.g., safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
* Ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.
* Ensure that No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.
* Ensure that all relevant labour and safety legislation is adhered to in rostering staff.
* Ensure that no unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.
* Review, familiarize and understand the proposed sites including all constraints and environmental factors.
* Supply complete method statement of new installation as well as any repairs as per above scope of works.
* Review, familiarize and understand the operational requirements of the facilities at all ATNS sites.
* Any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
* Hand over all documentation including condition reports after services have been provided.
* Provide Annual compliance audits
* Attendance and reporting to the ATNS FAEL Management on an annual basis any significant findings identified.

## General

* Explain the approach on grass cutting services, including audit methodology, nature, timing and extent of approaches to be followed.
* Demonstrate experience and expertise in grass cutting services and compliance with applicable laws and regulations. Proof of membership to relevant associations and regulatory bodies.
* Provide details of the core team.
* Maintain the core team throughout the duration of the contract.
* The service provider must provide all materials, labour, and transport to complete maintenance, and the safe disposal of waste in an environmentally friendly way.
* Compliance with Occupational Health and Safety Act 1993.

1. Service providers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises.
2. A “mandatory” is defined in the said Act as: - “Including an agent, contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user”
3. In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.
4. Regular inspections of work that is performed will be conducted in order to ensure that this written agreement is honored at all times, and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.
5. The service provider would need to have a valid letter of good standing with regards to Occupational Health and Safety from the Compensation Commissioner in order for his tender to be valid and evaluated.

* The performance of any other ADHOC requirement requested by management on quotation basis.
* Statutory certification reports and working papers shall remain the property of ATNS.

## Acquisition strategy

* The proposed acquisition strategy is to award to one supplier meeting the ATNS Preferential Procurement requirements for the entire scope of sourcing, implementation, and support of the project. Suppliers that do not meet the Preferential Procurement requirements must partner with a local supplier that meets the requirements in the form of a joint venture.

# GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

## Correspondence during Bid Period

### All correspondence, during the Biding period in connection with the Bid Documents, shall be made as follows:

### All correspondence to ATNS shall be in writing and addressed to:

Procurement Specialist: Olwethu Fakude – olwethuf@atns.co.za and copy [tenders@atns.co.za](mailto:tenders@atns.co.za)

### All correspondence shall be made as follows:

Ref No: ATNS/FAEL/RFP038/FY22.23/GARDENING

Date : Day Month Year:

To : ATNS Company Ltd:

From : Name of Bidder:

Subject: ATNS/FAEL/RFP038/FY22.23/GARDENING

All correspondence may be sent by email to olwethuf@atns.co.za and copy [tenders@atns.co.za](mailto:tenders@atns.co.za)

### Preparation of Bid

The Bid shall be delivered as a complete submission, which shall comprise of:

* **Parcel A - Commercial Proposal; Financials and Price Structure (Response to Volume 1A, and 1C); and**
* **Parcel B - Technical Proposal (Response to Technical Specifications)**

Parcel A - Commercial Proposal; Financials and Price Structure. - labelled and tabbed as per index.

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference** | **Requirement** | **Comply** | **Do not comply** |
| **Volume 1 A** | * South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates from SANAS/EME Sworn Affidavit * Partnership/JV agreement (Where applicable) * Work share split between the parties. (Where applicable) |  |  |
| **Volume 1 A** | Bidders shall submit a complete and comprehensive response on all aspects of the tender issued in order to provide ATNS with a solution required. |  |  |
| **Volume 1 A** | South African companies shall submit their central supplier database summary reports, Valid Tax Clearance Certificate and PIN, ID copies, Banking Details and company registration docs |  |  |
| **Volume 1 C** | Pricing Schedule (on a separate envelope) |  |  |
| **Parcel B** | Response to the Technical Requirements |  |  |

# BID SUBMISSION CONDITIONS AND INSTRUCTIONS

**CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF**

## FRAUD AND CORRUPTION

### All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

## CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za) not later than 12:00 CAT on the 28th  October 2022. A reply will be published on the ATNS website [www.atns.co.za](http://www.atns.co.za) under the Tenders section. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

## SUBMITTING BIDS

### Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest to do so. A link will be shared with the supplier for uploading the documents on a secure online portal.   On the email Bidders must specify on the subject line – the tender number and description.

### In case submitting hard copies, Bids shall be submitted in two separate Parcels A and B, each parcel shall contain; 1 (one) original and One (1) copy and One (1) soft copy (PDF format) on a movable storage medium (USB / disk), each sealed and addressed in accordance with the following requirements, The name and address of the Bidder; and the Bid Number

### The closing date of the Bid indicated on the envelope.

### A Cover Letter, signed by the authorised representative of each member of the Biding Entity, Consortium or Joint Venture, which shall contain:

### List of Bid Proposal Documents and an Index of the contents therein;

### Particular points to which the Bidder wishes to draw the Company’s attention in his Commercial Proposal and Technical Proposal.

### The parcels shall not contain documents relating to any Bid other than that shown on the envelope.

### Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the designation “Original” or “Copy”, as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked and numbered as “Copy 1/2”.

### All Bid Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified on this document.

### No Bids forwarded by telegram, telex, facsimile will be considered. Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.

### The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the Bidder and initialized on each page of the Bid Response.

### Bid responses sent by post or courier must reach this office at least thirty-six (36) hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a “late proposal/response” and will not be entertained.

### The Bid Documents shall be hand delivered to:

ATNS Company Limited,

Eastgate Office Park, Block C,

South Boulevard Road,

Bruma,

2298

South Africa;

### No later than 12:00 CAT on 07 November 2022, Central African Time at which time the Bid Proposals will be collected.

### Bidders should allow time to access the premises due to security arrangements that need to be observed.

### Should a bidder require to submit their documents online, they must send an email to [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest to do so.  On the email bidders must specify on the subject line – the tender number and description. A link will be shared with the supplier for uploading the documents on a secure online portal. **Deadline for requesting the link is 2 days before closing date, email sent after this deadline will not be attended to.**

## LATE BIDS

### Bids received late shall not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) box shall be locked at exactly 13:00 CAT and bids arriving late will not be considered under any circumstances.

### Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.

### Bids uploaded after closing date and time online will not be considered.

## NEGOTIATION AND CONTRACTING

### ATNS have the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.

### ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.

### Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

## REASONS FOR REJECTION

### ATNS shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

### ATNS may disregard the bid of any bidder if that bidder, or any of its directors:

### Have abused the SCM system of ATNS.

### Have committed proven fraud or any other improper conduct in relation to such system.

### Have failed to perform on any previous contract and the proof exists.

### Such actions shall be communicated to the National Treasury.

## CANCELLATION OF PROCUREMENT PROCESS

### This procurement process can be postponed or cancelled at any stage.

## CONTRACT TERMS

### Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representation made. Bidder should accept that their Bid response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document although variation is not anticipated at this time. If any variation does take place Bidder will be advised as soon as possible.

### The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in GCC. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the Bidder to have adequate professional indemnity insurance. All Bidders must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.

### All documentations will be the property of ATNS.

## DISCLAIMER

### The Bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalization of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.

### The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

**BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED**

# EVALUATION PROCESS

## COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

### All bids duly lodged as specified in this Request for Bid will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements / conditions, will be eliminated from further consideration.

## TECHNICAL REQUIREMENTS, PRICE AND PREFERENCE POINTS

### All remaining bids will be evaluated as follows:

### **The First stage:** Bids will be evaluated first for **Pre-Qualification Criteria (Preferential Procurement Requirements)** prescribed in Preferential Procurement Regulations. Only bids that meet Preferential Procurement requirements will be considered for further evaluation.

### **The Second stage**: Bids will be evaluated for **Mandatory Technical Requirements.** During this stage, Tender response documentation will be evaluated against compliance to the Mandatory documents required. Failure to submit Mandatory documents will result in disqualification.

### **The Third stage**: Bids will be evaluated in terms of the **80/20** **preference point systems.** Only bids that provide all documentation requested for **technical requirements** will be evaluated in accordance with the **80/20** preference point system.

## PREFERENTIAL PROCUREMENT REFORM:

**THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 PERTAINING TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2017.**

Black Economic Empowerment is one of the essential objectives of ATNS. In accordance with government policy, ATNS insists that the Bidders demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, (SMME Development) etc.

In accordance with the Preferential Procurement Policy Framework Act (PPPFA) and the Code of Good Practice of the Republic of South Africa, this Bid will be adjudicated in terms of functionality and a scoring system for Price and B-BBEE using the 80/20 or 90/10 scoring system. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof and or Original B-BBEE affidavit certified by the commissioner of Oath, together with their Bid responses, to substantiate their B-BBEE rating claims. Failure to submit a valid B-BBEE certificate will result in the Bidder not qualifying for preferential points.

In addition, the Preferential Procurement (PP) requirements as per the ATNS Procurement Policy which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. ***In particular, ATNS shall give preference to local suppliers with B-BBEE contribution level 1 to level 4.***

Suppliers not meeting the requirements of the Preferential Procurement requirements (PP) are required to clearly identify any possible teaming arrangement which could be established with South African B-BBEE compliant enterprises, and which could result in significant Transfer of Technology and Skills development. Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favourably by the Company during the Bid evaluation process.

Partnership must be in the form of Joint Ventures/Consortium/Partners Agreement between compliant B-BBEE and non-B-BBEE Organisation/or foreign supplier in order to meet the policy requirements.

All responsive Bid offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. **The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2017**.

## Bid Response Evaluation

### The evaluation of responsive Bids shall be conducted by a panel appointed by the Company following a three-stage process as follows:

### **First Stage: Initial Screening (Pre-Qualification Criteria).**

#### During this stage Bid response documents will be reviewed to assess adherence to submission instructions, and compliance to TAX Requirements.

#### Returnable Requirements: FAILURE TO ADHERE TO THE BID SUBMISSION INSTRUCTIONS MAY RESULT IN THE BID BEING RENDERED NONRESPONSIVE AND ELIMINATED FROM FURTHER EVALUATION. The table below summarises the required adherence to the submission instructions and shall also be used by the Bidder as a checklist for the completeness of the submission:

| **Reference** | **Requirement** | **Comply** | **Do not**  **comply** |
| --- | --- | --- | --- |
| **Volume 1 A**  **(Parcel A)** | GCC |  |  |
| **Volume 1 A**  **(Parcel A)** | South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of auth. |  |  |
| **Volume 1 A**  **(Parcel A)** | Is the Bid divided into commercial (Vol 1) and technical (if applicable)) submissions? |  |  |
| **Volume 1 A**  **(Parcel A)** | Signed JV/Consortium agreement with clear illustration of portion of work and contract value % that the local supplier will be responsible for. |  |  |
| **Volume 1 A (Parcel A)** | Bidders must submit a workable plan to train and promote black businesses or individuals through meaningful participation in this project. |  |  |
| **Volume 1A (Parcel B)** | Compliance with items (Technical Requirements) as summarised |  |  |

#### **Transformation: Preference Criteria (Preferential Procurement (PP) requirements.** The table below summarises the required adherence to the Preferential Procurement (PP) requirements and shall also be used by the Bidder as a checklist for the completeness of the submission. Bidders not meeting the PP requirements of the requirement below 1 (1.1) must complete requirement 2 (2.1 & 2.2) and provide supporting documents as illustrated in the table below. **FAILURE ADHERE TO THE TRANSFORMATIONAL REQUIREMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION:**

|  |  |  |  |
| --- | --- | --- | --- |
| **REFERENCE** | **REQUIREMENT** | **YES** | **NO** |
| 1 | Does the Bidder meet the Preferential Procurement requirements? (if Yes, indicate by tick below, if No complete section 2 below) |  |  |
| 1.1 | Suppliers with B-BBEE contribution: Level 1- 4 (this requirement is a must for local suppliers) |  |  |
| 2 | Bidders not meeting B-BBEE contribution: Level 1- 4 requirements shall be required to enter into a partnering agreement with a South African supplier that meets the PP requirements: (if yes, please complete item 2.1 & 2.2. attach supporting documents) |  |  |
| 2.1 | Bidders must submit a workable plan to train and promote black businesses or individuals through meaningful participation in this project. |  |  |
| 2.2 | Bidders must submit a clear work plan illustrating work share with the local supplier/partner (clearly illustrating the portion of work that the local Supplier will be responsible for and clear confirmation of 30% of the total contract value subcontracted to the local supplier). |  |  |

### **Second Stage: Technical Mandatory Requirements**

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. The Technical Mandatory Requirements are listed below, it is important that you submit all the documentation requested below or you will be disqualified and not be evaluated further.

### **Third Stage - Price/B-BBEE Evaluation**

| **Mandatory Criteria** | **Proof Required** |
| --- | --- |
| Provide a minimum of five (5) reference letters as proof of Previous Gardening and Irrigation Maintenance Services that is similar to the ATNS scope of work done before.  Reference letters must be in a form of signed letters on a client’s business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than three (3) years by closing date of this RFP. | YES |
| Provide a company profile indicating number of years in rendering Gardening and Irrigation Maintenance Services that is similar to ATNS scope of work in a public and /or corporate sector.  A company must have a minimum of five years providing these services and this will be validated with the company registration documents | YES |
| The supplier must be registered with SACLAP (South African Council for the Landscape Architectural Profession) supported by a valid certificate confirming such registration OR Equivalent Certifications | Provide proof of Registration/Certification |
| Compliance with COID (Compensation for Occupational Injuries and Diseases) and provide certificates (Letter of Good standing) | YES |
| The Service Provider must have a footprint in Eastern Cape, service provider to support this by providing a utility bill/lease agreement that is in the supplier’s name.  NB: ATNS can also validate this by means of a site Inspection at the supplier’s offices. | YES |

#### Bidders who provide all the required documentation listed on Technical Mandatory, and Functional Requirements will be evaluated in terms of the 80/20 preference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the Bidder.

#### Points are allocated in terms of the B-BBEE Codes of Good Practice guideline as indicated in the table below. Bidders must submit valid B-BBEE Certificates which will be verified.

|  |  |
| --- | --- |
| **B-BBEE status Level**  **of Contributor** | **Number of Points**  **(80/20 system)** |
| 1 | 20 |
| 2 | 18 |
| 3 | ***14*** |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-Compliant contributor | 0 |

#### A bidder shall not be awarded points for B-BBEE status level of contributor if the Bid documents indicate that the Bidder intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the Bidder qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

#### The points scored by a tenderer for B-BBEE contribution will be added to the points scored for price.

#### The points scored will be rounded off to the nearest two decimal places.

**PRICING SCHEDULE (All Prices must be VAT Inclusive).**

**NB: Suppliers to submit quotations using their company letter head with the below pricing structure.**

**ANNEXURE C: PRICING SCHEDULES (All Prices must be VAT Inclusive).**

The suppliers must populate the pricing Table below using information from technical specification provided above

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Site** | | **Service** | **Total Area to be cut/ for weed control** | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | |
| Radar site- Bi-monthly Service | | Grass cutting services | 2660 |  |  |  |  |  | |
| Radar site (Quarterly) | | Weed control | 3600 |  |  |  |  |  | |
| Total- VAT Exclusive | |  |  |  |  |  |  |  | |
| VAT (If applicable) | |  |  |  |  |  |  |  | |
| Total- VAT Inclusive | |  |  |  |  |  |  |  | |
|  |  | | | | | | | |  |
| **ADHOC rates** | |  |  |  |  |  |  |  | |
| Labour rate Office hrs | |  |  |  |  |  |  |  | |
| Labour rate After hours | |  |  |  |  |  |  |  | |
| Travel rate (Rates will be calculated from the ATNS FAEL Tower) | |  |  |  |  |  |  |  | |
| Markup percentage (%) | |  |  |  |  |  |  |  | |
| Rate /m² for grass cutting | |  |  |  |  |  |  |  | |
| Rate /m² for weed control | |  |  |  |  |  |  |  | |

PART A

INVITATION TO BID

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** | | | | | | | | | | | | |
| BID NUMBER: |  | | | CLOSING DATE: | |  | | | CLOSING TIME: | | |  |
| DESCRIPTION |  | | | | | | | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
|  | | | | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | | | | | | |
| CONTACT PERSON | | |  | | CONTACT PERSON | | | | | |  | |
| TELEPHONE NUMBER | | |  | | TELEPHONE NUMBER | | | | | |  | |
| FACSIMILE NUMBER | | |  | | FACSIMILE NUMBER | | | | | |  | |
| E-MAIL ADDRESS | | |  | | E-MAIL ADDRESS | | | | | |  | |
| **SUPPLIER INFORMATION** | | | | | | | | | | | | |
| NAME OF BIDDER | |  | | | | | | | | | | |
| POSTAL ADDRESS | |  | | | | | | | | | | |
| STREET ADDRESS | |  | | | | | | | | | | |
| TELEPHONE NUMBER | | CODE | |  | | NUMBER | | | |  | | |
| CELLPHONE NUMBER | |  | | | | | | | | | | |
| FACSIMILE NUMBER | | CODE | |  | | NUMBER | | | |  | | |
| E-MAIL ADDRESS | |  | | | | | | | | | | |
| VAT REGISTRATION NUMBER | |  | | | | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | TAX COMPLIANCE SYSTEM PIN: | |  | **OR** | | CENTRAL SUPPLIER DATABASE No: | MAAA | | | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | | TICK APPLICABLE BOX]  Yes  No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT  Yes  No | | | | | [TICK APPLICABLE BOX]  Yes  No | | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No  [IF YES ENCLOSE PROOF] | | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | | | | Yes No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | | |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | | | | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO  IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO  **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | | | | | | | | | | |

PART B

TERMS AND CONDITIONS FOR BIDDING

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**   3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.   4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. 3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za). 4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.” |

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID**.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

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

DATE: …………………………………………...

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

**NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID.**

|  |  |  |
| --- | --- | --- |
| **NB: Has the following forms been completed, signed and submitted with your proposal?** | | |
| **Documentation** | | **Checked by Bidder** | **Checked by Procurement Specialist** |
| Invitation to Bid- SBD 1 | |  |  |
| Declaration of interest – SBD 4 | |  |  |
| Preference point claim – SBD 6.1 | |  |  |
| Contract Form (rendering of services) – SBD 7.1 | |  |  |
| ID Documents of Directors/Shareholders | |  |  |
| Central Supplier Database Summary Report | |  |  |
| Company Profile | |  |  |
| Submitted One (1) original, one (1) hard copies and one (1) electronic copy (USB) in PDF format. | |  |  |

**ATNS FORM D**

**DISCLOSURE OF GROUP/COMPANY STRUCTURE**

1. In view of possible allegations of favouritism, it is required by ATNS that the bidder or his/her authorised representative declare the group structures if any and submit information of group directors / members / shareholders / trustees or subsidiary companies and positions held in the group /companies.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

* 1. Full Name of bidder or his or her representative: …………………………………………………………………………………………..….

* 1. Identity Number: …………………………………………..……………….………

* 1. Position occupied in the Company (director, trustee, shareholder²): …………………………………………………………………………………...

* 1. Company Registration Number: ……………………………………………
  2. Tax Reference Number: …………………………………………….………

* 1. VAT Registration Number: …………………………………….……………

1. **The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable. must be indicated in paragraph 3.1 below.**

**3.1 Full details of Group / directors / trustees / members / shareholders.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Group / Company / Trust** | **Full Name and Surname** | **Identity**  **Number** | **Personal Tax**  **Reference Number** |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |

1. **DECLARATION**

I, THE UNDERSIGNED

(NAME)……………………………………………………… ……

Declare that the information furnished in paragraphs two (2) and three (3) above is correct. I accept that ATNS may reject the bid or act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

|  |  |
| --- | --- |
| ………………………………….. | ..…………………………………………… |
| Signature | Date |
| …………………………………. | ……………………………………………… |
| Position | Name of bidder |

October 2022

1. **PROTECTION OF PERSONAL INFORMATION** 
   1. The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the aforegoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
   2. The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
   3. Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
      1. process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;
      2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
         1. the unauthorised or unlawful processing of such Personal Information; and
         2. the accidental loss or destruction of, or damage to, such Personal Information; and
         3. promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.
   4. The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause 14.9
   5. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
   6. The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.
   7. The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider’s breach of this clause.
2. **POPIA CONSENT** 
   1. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
      1. The information is voluntarily supplied, without undue influence from any party; and
      2. The information is necessary for the purposes of the engagement with ATNS.
   2. The tenderer acknowledges that he /she is aware of his/her right to:
      1. Access the information at any reasonable time for the purposes of rectification thereof;
      2. Object to the processing of the information;
      3. Lodge a compliant with the Information Regulator.

**SBD 4**

**BIDDER’S DISCLOSURE**

1. **PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) in the enterprise,

employed by the state? **YES/NO**

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

2.2

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **DECLARATION**

I, the undersigned, (name)……………………………………………………………………. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[[2]](#footnote-2) will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………… ..……………………………………………

Signature Date

……………………………… ………………………………………………

Position Name of bidder

**SBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

* 1. Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor.
   1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80 |
| **B-BBEE STATUS LEVEL OF CONTRIBUTOR** | 20 |
| **Total points for Price and B-BBEE must not exceed** | **100** |

* 1. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
  2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
7. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“prices”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
15. **POINTS AWARDED FOR PRICE**
    1. **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

**** or ****

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

1. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**
   1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

1. **BID DECLARATION**
   1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
2. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1** 
   1. B-BBEE Status Level of Contributor: . = ……… (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

1. **SUB-CONTRACTING**
   1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

* + 1. If yes, indicate:

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

***(Tick applicable box***)

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

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

|  |  |  |
| --- | --- | --- |
| **Designated Group: A Supplier which is at last 51% owned by:** | **EME**  **√** | **QSE**  **√** |
| Black people |  |  |
| Black people who are youth |  |  |
| Black people who are women |  |  |
| Black people with disabilities |  |  |
| Black people living in rural or underdeveloped areas or townships |  |  |
| Cooperative owned by black people |  |  |
| Black people who are military veterans |  |  |
| **OR** | | |
| Any EME |  |  |
| Any QSE |  |  |

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
   1. Name of company/firm:……………………………………………………………………….
   2. VAT registration number:………………………………….…………………………………
   3. Company registration number:………….……………………….…………………………….
   4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

* 1. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business:…………………………
  2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
   1. disqualify the person from the bidding process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
   4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
   5. forward the matter for criminal prosecution.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

WITNESSES

1. ……………………………………..
2. …………………………………….

**SBD 7.1**

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE COMPLETED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)……………………………………. in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number………….……….. at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   1. Bidding documents, viz
      1. Invitation to bid;
      2. Tax clearance certificate;
      3. Pricing schedule(s);
      4. Filled in task directive/proposal;
      5. Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
      6. Declaration of interest;
      7. Declaration of bidder’s past SCM practices;
      8. Certificate of Independent Bid Determination;
   2. General Conditions of Contract and
   3. Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid
6. I confirm that I am duly authorized to sign this contract.

|  |  |  |
| --- | --- | --- |
| NAME (PRINT) | ………………………………………………… | WITNESSES |
| CAPACITY | ………………………………………………… | 1………………………………. |
| SIGNATURE | ………………………………………………… |  |
| NAME OF FIRM | ………………………………………………. | 2………..………………………. |
| DATE | ………………………………………………… |  |

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I…………………………………………………………………………………… in my capacity as……………………...……………………… accept your bid under reference number ………………dated………………………for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DESCRIPTION OF SERVICE** | **PRICE**  **(ALL APPLICABLE TAXES INCLUDED)** | **COMPLETION DATE** | **B-BBEE STATUS LEVEL OF CONTRIBUTION** | **MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)** |
|  |  |  |  |  |

1. I confirm that I am duly authorised to sign this contract.

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNED AT | …………………………………….. | | ON ……………………………… |
|  | | | |
| NAME (PRINT) | ………………………………………………… | | WITNESSES |
| SIGNATURE | ………………………………………………… | | 1………………………………. |
|  | | |  |
| OFFICIAL STAMP | |  | 2……….………………………. |
|  | |  |  |
|  | |  | DATE…………………………… |
|  | |  |  |
|  | |  |  |

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise. [↑](#footnote-ref-1)
2. 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. [↑](#footnote-ref-2)