



REQUEST FOR QUOTATION FOR GOODS AND SERVICES FOR AIR TRAFFIC AND NAVIGATION SERVICES

RFQ REFERENCE NUMBER:	ATNS/FACT/RFQ015/2022/23_GARDENING
CLOSING DATE:	16 September 2022
CLOSING TIME:	15h00, CAT
COMPULSORY SITE INSPECTION/BRIEFING SESSION:	Date: 05 September 2022 Time: 10h00 Venue: ATNS Offices - Cape Town Airport Control Tower Refer to page 18 for details
QUOTATION VALIDITY PERIOD:	90 Days
DESCRIPTION:	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE GARDENING AND LANDSCAPING SERVICES TO ATNS CAPE TOWN INTERNATIONAL AIRPORT (FACT) FOR A PERIOD OF THREE (3) YEARS.
RFQ DOCUMENTS MAY BE ADDRESSED TO:	Procurement Officer: Thabo Maribe ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298 OR Email address: Thabom@atns.co.za NB: Please note our emails can only receive documents that are less 5MB, if documents are more, please send them in separate emails
REQUIRED RETURNABLE DOCUMENTS	<ul style="list-style-type: none"> • Valid Tax Pin Status • Valid BEE Certificate or Sworn Affidavit –



	<p>Certified</p> <ul style="list-style-type: none"> • Banking Details with a Bank Stamp • CSD Report • Completed SBD Forms • Quotation on The Company Letterhead • CK Documents • Company Profile • Proof of membership to Garden Centre Association or South African Nursery Association membership
<p>MANDATORY RETURNABLE DOCUMENTS:</p> <p><i>NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.</i></p>	<ul style="list-style-type: none"> • Provide three (3) proof of Previous Gardening and Landscaping services contactable references. References must be in a form of a signed reference 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 5 years by closing date of this RFQ. • The supplier must be registered with SALI (South African Landscapers Institute) supported by a valid certificate confirming such registration OR Equivalent Certifications • Service provider shall have key personnel with SACLAP (South African Council for the Landscape Architectural Profession) registration, supported by a valid certificate confirming such registration OR Equivalent Certifications



PLEASE NOTE:

ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS

PROCUREMENT OFFICER:	Thabo Maribe
TELEPHONE:	011 607 1475
E-MAIL:	Thabom@atns.co.za

The ATNS requests your quotations on the services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your proposal on the date stipulated. Late and incomplete / missing documentations will invalidate the proposal submitted. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the rights to accept the whole or any portion of a quotation.

This RFQ will be evaluated on the basis of the 80:20-point system as stipulated in the ATNS' Procurement Policies and Procedures.



BIDDING STRUCTURE

Indicate the type of Bidding/Tendering 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	



ANNEXURE A: SCOPE OF WORK

1. PURPOSE OF THE REQUEST FOR QUOTATIONS

- 1.1 Air Traffic and Navigation Services SOC (herein this document referred to as “ATNS”) seeks to identify and appoint suitable supplier to provide Gardening and Landscaping Services to ATNS Cape Town International Airport (FACT) for a period of three (3) years.
- 1.2 The purpose of this RFQ is to contract with a suitably qualified supplier with specific product knowledge and the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost-effectiveness for ATNS

2. EXTENT OF WORK

2.1 ROLE AND OBJECTIVES

- The Gardening and Landscaping Services at our sites function is to assist ATNS to accomplish its risk management objectives by insuring the effectiveness of its Gardening and Landscaping Services at ATNS FACT sites.
- The objective of this bid is to appoint a suitable Gardening and Landscaping Services provider that can provide assurance to ATNS Management in discharging its responsibilities regarding Gardening and Landscaping Services at all sites. The bidder must demonstrate the capability to perform effective service & maintenance of Gardening and Landscaping Services at our sites in accordance with all legal and statutory requirements.

2.2 DURATION OF THE CONTRACT

Service providers are herewith invited to submit tender application for Gardening and Landscaping Services for a period of 36 Months at the ATNS FACT Site.

2.3 THE PROPOSALS SHOULD BE FOR THE FOLLOWING:

- 1.3.1 Development of the risk based 3 year rolling plan for Gardening Services.
- 1.3.2 All necessary gardening supplies, products, and tools.



2.4 MAINTENANCE ACTIVITIES

1.4.1 LAWN

1.4.1.1 MOWING

- Lawn areas are to be mowed with the frequency as indicated in the schedule.
- After mowing, all grass cuttings are to be utilized as green mulch in the planting areas or to be disposed of as directed by ATNS.
- In the course of mowing any area of lawn that is shaved or affects the ease and evenness of the cut is to be either manually or mechanically regarded to the correct levels.
- All areas where lawn abuts onto kerbs or footpaths are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath. No encroachment is to be allowed.
- No edges are to be cut using a spade. Only edge trimmers or shears may be used.
- All costs must be included in rates.

1.4.1.2 FERTILISER

- **Lawn areas:**
 - Type 2:3:2 at a rate of 25 gr/m² at the frequency indicated in the schedule.
 - Type 5:1:5 at a rate of 20 gr/m² at the frequency indicated in the schedule.
 - Type Super phosphate at a rate of 35 gr/m² at the frequency indicated in the schedule.
 - Type Ammonium Sulphate at a rate of 30 gr/m² at the frequency indicated in the schedule.
 - Type KAN at a rate of 30 gr/m² at the frequency indicated in the schedule.
- **Application method:**



- Fertilizers are to be applied using a mechanical spreader or calibrated hand spreader. Fertilizers are not to be applied by hand.
- After fertilization, all areas are to be thoroughly watered to avoid any possibility of burning and to encourage fertilizer penetration to the root zone.

1.4.1.3 WATERING

- All areas of lawns are to receive a minimum of 25mm per week in both the summer and winter months.
- It is the Contractor's responsibility to provide the hoses and sprinklers required to carry out the above.
- Where there is no irrigation, it is the contractor's responsibility to hand water.

1.4.1.4 WEED CONTROL

- All areas of lawn are to be kept weed free at all times. Constant checking and eradication of weeds is to be undertaken.
- Hand weeding is to be carried out on a regular basis. All root growth is to be removed.
- Broad leafed weeds are to be controlled utilizing the correct herbicide. No spraying is to be undertaken in narrow lawn areas where desirable plants may be damaged.
- Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.

1.4.1.5 TOP DRESSING

- Top dressing utilizing fine soil is to be applied after scarification in August to fill up localized depressions in the lawn areas.



Note: Two-part loam to one part river sand sieved. Prior to bringing to site the top dressing is to be approved by ACSA.

1.4.2 SHRUBS AND GROUND COVER AREAS

1.4.2.1 CULTIVATION AND WEEDING

- All areas are to be kept weed free at all times. Weeding is to be carried out with the frequency as indicated in the schedule. Ensure all self-seeded tree lings are removed on a regular basis.
- Care must be taken to avoid damage to plants and plant roots during the cultivation process
- Should any plants die due to overzealous cultivation their replacement will be for the account of the contractor.
- Cultivate to ensure a loose, friable surface with no compaction.
- Any extraneous material that is brought to the surface during the cultivation process exceeding 25mm in any direction is to be removed by the contractor.
- As part of the cultivation process any area where die back has occurred historically or occurs naturally are to be replanted by division using the plant type originally present in the area, if the plant type allows. If this cannot clearly be determined ATNS is to be consulted.
- Prior to carrying out this process, areas to be replanted are to be thoroughly cultivated to a depth of 200mm and fertilized using 2:3:2 and Super phosphate at a rate of 25g/m² each.
- Planting, these areas are to receive additional watering for a period of no less than two months.
- Planting will be increased by the regular splitting and replanting of all ground covers and perennials. All areas to cultivated and fertilized before planting.

1.4.2.2 PRUNING

- General pruning is to be carried out throughout the year.



- Ground covers are to be cut back from bed edges and shrubs generally pruned as and when necessary. Judiciously remove dead or excessive material, in particular the dead flowers and leaves.
- All rubbish generated during pruning is to be removed from site at the end of each day.
- Major pruning should be undertaken after consultation with ATNS.

1.4.2.3 FERTILISATION

- All planting beds are to be fertilized using 3:1:5 at a rate of 20gr/m² with a frequency as indicated in the schedule.
- All planting beds are to be fertilized using superphosphate at a rate of 35gr/m² with a frequency as indicated in the schedule.
- Following fertilization all areas are to be well watered.
- All primary areas as identified by ATNS are to be composted once per year using a 10mm layer of good quality organic compost over the area.

1.4.2.4 WATERING

- All areas of shrubs, ground covers and perennials are to receive a minimum of 25mm per week throughout the year.
- The contractor is responsible for providing all necessary hoses, sprinklers, and fittings to carry out the above.
- Those areas not covered by the irrigation system are to be hand watered.

1.4.3 TREES

1.4.3.1 FORMATIVE PRUNING

- Minimal formative pruning is to be carried out under the direction of ATNS.

1.4.3.2 CULTIVATION AND WEEDING



- Water basins are to be created in shrub plantings where they do not already exist. Existing basins are to be reconstructed. These are to be maintained at all times.
- All basins are to be kept weed free and are to be lined with mulch 50mm thick which is to be replaced as and when necessary.
- Under no circumstances are line trimmers (weed-eaters) to be utilized around the base of trees. Stem protectors must be installed to all trees in general lawn areas.

NB: Any tree dying due to damage by line trimmer is to be replaced by the Contractor at his own cost.

1.4.3.3 FERTILISATION

- Superphosphate and 5:1:5 are to be applied at a rate of 100gr/tree of each, with the frequency as indicated in the schedule.
- After fertilisation, trees are to be thoroughly soaked.

1.4.3.4 WATERING

- All trees are to receive a minimum of 25mm per week throughout the year.

1.4.3.5 PESTS

- The contractor is to constantly monitor for pests throughout the garden and is to treat accordingly.
- Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used.
- Application of the pesticide is to be carried out fully in accordance with the manufacturer's specifications by a competent person.

1.4.4 LEAF LITTER AND GARDEN REFUSE REMOVAL

1.4.4.1 GENERAL



- The contractor shall be responsible for the removal of the rubbish accumulated during the maintenance process.
- All rubbish generated is to be removed from garden areas at the end of each day.
- No stockpiles of leaves and waste are to be left overnight.
- All roads and pathways are to be kept swept and clean, the frequency being determined by the prevailing season and weather conditions.
- Leaves and grass clippings are to be utilized as much through all garden areas.

1.4.5 WATERING AND IRRIGATION

1.4.5.1 GENERAL

- The landscape contractor shall be solely responsible for ensuring that all areas of planting receive the amount of water specified herein and should cost accordingly, considering the extent and type of irrigation present on site.
- No exception will be tolerated for his failure to comply with this requirement.
- In these costs the contractor is to make allowance for all hose pipes, sprinklers, standpipes, and miscellaneous fittings

1.4.5.2 IRRIGATION

- The Landscape Contractor shall be responsible for monitoring the day to day running of the irrigation system and for carrying out all necessary sprinkler adjustments and minor repairs.
- A nominated Irrigation Contractor could be appointed to carry out the quarterly services if Necessary.
- Should a major malfunction occur outside the control of the irrigation contractor this is to be reported immediately to ATNS in writing (Email) in order that the costs can be approved, and repairs speedily implemented. Should the contractor fail to report such a malfunction and plants die as a result; the replacement cost shall be for his account.



1.4.6 MACHINERY AND TOOLS

1.4.6.1 GENERAL

- It is the contractor's responsibility to supply, maintain and run all machinery necessary to carry out all the specifications herein.
- In addition, the supply and replacement of all tools and equipment are the responsibility of the contractor.

1.4.6.2 MAINTENANCE

- All machinery is to be maintained in good working order at all times. Servicing must be carried out on a regular basis in accordance with manufacturer's recommendations.
- All blades on mowers must be kept sharp at all times in order to achieve the quality of cut required.
- Should a tool or machine fail beyond repair, it is the contractor's responsibility to replace the equipment within 24-hours.

1.4.7 UNIFORMS AND PROTECTIVE CLOTHING

1.4.7.1 GENERAL

- The maintenance contractor is to supply all his staff with clothing of uniform colour and styles, clearly marked with his name. This applies to both male and female members of staff.
- It is the maintenance contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
- All machine operators must be clothed in the correct protective clothing such as goggles, ear protectors and safety shoes.

1.4.8 ADDITIONAL PLANT MATERIAL

1.4.7.2 GENERAL



- An allowance has been made for upgrading the existing planting. This allowance will be used as and when directed by ATNS.

2.5 SPECIAL NOTES

1.5.1 GENERAL

- 1.5.1.1 No planting is to be carried out on site without the written consent of ATNS.
- 1.5.1.2 Should any planting be carried out without authority the cost of the materials and their removal shall be for the maintenance contractor's account
- 1.5.1.3 No instructions in this regard are to be taken from any member of staff without first having obtained permission from the person responsible for garden maintenance.

1.5.2 PAVING/CRUSHER STONE

1.5.2.1 WEEDING

- All areas of paving/crusher stone shall be kept free of weeds at all times. This will involve both hand weeding and the careful application of selected herbicides such as "Round Up" or "Rider".
- It is the maintenance contractor's responsibility to ensure that the herbicides are applied without damage to any of the surrounding plantings.
- Application of the above is to be carried out fully in accordance with the manufacturer's specifications by a competent person using protective gear.
- Any damage caused to the paving or plants as a result of the above work is to be repaired by the maintenance contractor at his own cost.
- All crusher stone areas shall be maintained in such a manner that no plastic/bidim underlay will be visible.



2.6 PAYMENT

All invoicing must reach ATNS by the 25th of each month unless specifically requested by the client to do otherwise.

	Area	Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<u>Lawn/Grass</u>														
2:3:2	4500	m ²			1							1		
5:1:5	4500	m ²								1				
Topdressing	3300	m ²									1			
Mowing	4500	m ²	2	2	2	2	2	2	2	2	2	2	2	2
<u>Shrubs/plants</u>														
5:1:5	300	m ²			1							1		
Superphosphate	300	m ²							1					
Compost	300	m ²							1					
Cultivation and weeding	300	m ²	2	2	2	2	2	2	2	2	2	2	2	2
<u>Trees</u>														
Mission Olive	14													
Palm	16													
5:1:5					1			1			1			1
Superphosphate				1				1		1			1	
<u>Paving</u>														
Weed killer	850	m ²	1				1			1			1	
<u>Crusher stone</u>														
Weed killer	1100	m ²												
Rake	1100	m ²	2	2	2	2	2	2	2	2	2	2	2	2
Plastic underlay	1100	m ²	2	2	2	2	2	2	2	2	2	2	2	2



- Type 2:3:2 at a rate of 25 gr/m² at the frequency indicated in the schedule.
- Type 5:1:5 at a rate of 20 gr/m² at the frequency indicated in the schedule.
- Type Super phosphate at a rate of 35 gr/m² at the frequency indicated in the schedule.

2.7 ADHOC SERVICES

All ADHOC services, unit replacement and new installations at any ATNS site as required (To be invoiced separately).

2.8 MANAGEMENT

1.8.1 Planning and programming

- All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal operations.
- Normal operational hours shall be from 07:30 to 16:00 Weekdays.
- Non-scheduled maintenance and breakdown maintenance will be handled separately.

1.8.2 Methods and procedures

ATNS might require the following from time to time:

- Pointing out services to consultants or other contractors.
- Providing of system data and/or statistics to ATNS.
- Recommending improvements on operational procedures relating to the Gardening and Landscaping Services.

The ATNS Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

1.8.3 Environment

The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference, or danger to ATNS employees.



At no time shall the Contractor:

- Allow any pollutants or toxic substance to be released into the air or storm water systems
- Interfere with, or put at risk, the functionality of any system or service
- Cause a fire or safety hazard

1.8.4 Management meetings

- The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time.
- As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

1.8.5 ACSA Access Permits

- The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it.
- The Contractor must ensure that he/she is, at all times, familiar with ACSA’s safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

2.9 GENERAL

- 1.9.1 Contractor shall provide all staff PPE.
- 1.9.2 Provide all materials, labour, and transport to complete the activities, the removal of existing items/units and the installation of the new items/units.
- 1.9.3 Provide quoted prices which is inclusive of all items (preparation, material, labour and transport costs).
- 1.9.4 The supplier must create and submit an OHS Safety file.

2.10 QUALITY

1.10.1 Quality Standards

- The delivery of services to ATNS Shall be carried out with best quality and to a high class of workmanship.



- All work shall conform to all relevant standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
- All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.
- The Company reserves the right to inspect all equipment/tools at any time and to prevent or prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

2.11 CONTRACTORS' RESPONSIBILITIES

1.11.1 The Contractor shall

- Provide all the necessary skills, resources, tools, equipment, and experts, to carry out the works.
- Review, familiarize and understand the proposed sites including all constraints and environmental factors
- Review, familiarize and understand the operational requirements of the facilities at all ATNS sites.
- Conduct any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
- The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works.
- Use Safety equipment 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 maintain good housekeeping standards in the area where he is working for the duration of the contract.
- Ensure that no person performs an unsafe / unhygienic act or operation whilst on Company premises.
- Ensure that no unsafe/dangerous equipment or tools may be brought onto or used on Company premises.
- Ensure that at no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.



2.12 FORMAL BRIEFING

A compulsory pre-quotation site meeting and/or RFQ briefing will be conducted at the ATNS Offices - Cape Town Airport Control Tower (ATNS Control Complex, Gate F3, Tower Road (Off Michigan Street), Airport Industria, Matroosfontein, Cape Town International Airport), on the 05th September 2022, at 10h00 for a period of \pm 1 hours.

- The briefing session will start punctually and information will not be repeated for the benefit of respondents arriving late.
- Respondents failing to attend the compulsory RFQ briefing will be disqualified.
- Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.



ANNEXURE B: PRICING SCHEDULE

The service provider shall provide a detailed cost proposal including fees and expenses. Service Providers shall provide cost breakdown for each resource/supplies for year one and annual escalation fees for the duration of the contract. Fees must be quoted at an all-inclusive rate for the different levels of the proposed resources/equipment/supplies to be utilised.

Fortnightly	Estimated m ²	Monthly Costs	Yearly Costs
Year 1 (maintenance)	± 7000 m ²	R	
Year 2 (Maintenance)		R	
Year 3 (Maintenance)		R	
Once-off rehabilitation		R	
Total Price (3 Years), VAT Excl.			
VAT @ 15% (if applicable)			
Total Price (3 Years), VAT Excl. (where applicable)			

ADHOC Rates

Description	UOM	Year 1	Year 2	Year 3
Callout fee normal hours	Rate per hour			
Callout after hours	Rate per hour			
Spares Mark-Up	%			
Proof of the expenses must accompany invoices				



NAME OF THE COMPANY.....

DESIGNATION.....

SIGNATURE.....

CSD NUMBER.....



The Evaluation of the RFQ:

Stage 1	Acquisition strategy (B-BBEE Level 1 to 4)
Stage 2	Mandatory Requirements
Stage 3	Price and B-BBEE

STAGE 1

Preferential Procurement Reform:

The Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

ATNS Preferential Procurement (PP) requirements as per the ATNS Supply Chain Management 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 deal with local B-BBEE suppliers with a B-BBEE contribution of level **1 to level 4**.

Suppliers not meeting the requirements of the Preferential Procurement are required to clearly identify any possible teaming arrangement which could be established with South African BBBEE 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 Tender evaluation process.

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

All responsive tender 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 2000.



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)		

STAGE 2: MANDATORY REQUIREMENTS

FAILURE TO SUBMIT ALL OF THE BELOW REQUIREMENTS WILL RESULTS ON YOUR QUOTATION BEING DISQUALIFIED

Mandatory Criteria	Proof Required
Provide three (3) proof of Previous Gardening and Landscaping services contactable references. References must be in a form of a signed reference 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 5 years by closing date of this RFQ.	Yes
Service provider shall have key personnel with SACLAP (South African Council for the Landscape Architectural Profession) registration, supported by a valid certificate confirming such registration OR Equivalent Certifications	Yes
The supplier must be registered with SALI (South African Landscapers Institute) supported by a valid certificate confirming such registration OR Equivalent Certifications	Yes

STAGE 3: PRICE AND B-BBEE:

Evaluation for Price and B-BBEE



Quotations will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for B-BBEE points claimed.

PRICE	80
B-BBEE COMPLIANCE	20

B-BBEE rating certificates are applicable, and points 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 and Statements which will be verified.

BBBEE 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

ATNS shall evaluate suppliers in accordance with the B-BBEE Codes of Good Practice.

All responsive tender offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. The 80/20 Point System shall be applicable in accordance with the ATNS' Procurement Policies and Procedures.

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 representations made. Tenderer should accept that their tender 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. If any variation does take place tenderer will be advised as soon as possible in writing.



The successful tenderer will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the tenderer to have adequate professional indemnity insurance. All Tenderers 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 designs and documentation submitted by the tenderer will be treated as confidential.

ATNS reserves the right to reject, withdraw or cancel any or all Proposals/Tenders, to undertake discussions with one or more Tenderers and to accept that tender or modified tender which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ATNS/FACT/RFQ015/2022/23_GARDENING	CLOSING DATE:	16 September 2022	CLOSING TIME:	15:00
DESCRIPTION	Appointment of an experienced service provider to provide Gardening and Landscaping Services to ATNS Cape Town International Airport (FACT) for a period of three (3) years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RFQ can be sent by email to: Thabom@atns.co.za or Hand Delivered at ATNS head Office:					
Eastgate Office Park, South Boulevard					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thabo Maribe		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1475		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Thabom@atns.co.za		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 DATA BASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	



			<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. 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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 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."</p>

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:



1 PROTECTION OF PERSONAL INFORMATION

- 1.1 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 foregoing, 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.
- 1.2 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.
- 1.3 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:
- 1.3.1 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.
- 1.3.2 without prejudice to the generality of the foregoing, ensure that appropriate,



reasonable technical and organisational measures shall be taken by it/them to prevent –

- 1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and
 - 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
 - 1.3.2.3 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.
- 1.4 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.
- 1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 1.6 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.
- 1.7 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.

1. POPIA CONSENT



- 1.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
- 1.1.1 The information is voluntarily supplied, without undue influence from any party; and
- 1.1.2 The information is necessary for the purposes of the engagement with ATNS.
- 1.2 The tenderer acknowledges that he /she is aware of his/her right to:
- 1.2.1 Access the information at any reasonable time for the purposes of rectification thereof.
- 1.2.2 Object to the processing of the information.
- 1.2.3 Lodge a complaint with the Information Regulator.



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of his 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.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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

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.

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**

2.3.1 If so, furnish particulars:

.....
.....

3 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 consortium² will not be construed as collusive bidding.
- 3.4 In 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

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.

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.

- 3.6 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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.