



REQUEST FOR RFQ
AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD
REPUBLIC OF SOUTH AFRICA

RFQ REFERENCE NUMBER:	ATNS111224/PESTCONTROL/2024
DESCRIPTION:	THE APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO PROVIDE INTERGRATED PEST CONTROL MANAGEMENT SERVICES AT THE ATNS BRUMA HEAD OFFICE FOR A PERIOD OF 24 MONTHS.
ISSUE DATE:	04 February 2025
CLOSING DATE:	18 February 2025
CLOSING TIME:	11H00, CAT
REQUIRED RETURNABLE DOCUMENTS	<ul style="list-style-type: none"> Central Supplier Database (CSD) Report Duly completed and signed SBD Forms (SBD1, SBD 4, SBD 6.1) General conditions of contracts (GCCs) -Initialled and signed. CIPC registration Documents ATNS Completed pricing schedule.
REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS	<ul style="list-style-type: none"> Valid Tax Pin Status Valid B-BBEE Certificate or Sworn Affidavit – Certified Banking Details with a Bank Stamp <p>Quotation on the Company Letterhead (Aligned to ATNS pricing schedule)</p>
RFQ DOCUMENTS MAY BE ADDRESSED TO:	<p>Procurement Officer: Thamsanqa Mgudlwa Email address: ThamsanqaM@atns.co.za Tell: 011 607 1121</p> <p>NB: Please note our emails can only receive documents that are less 40MB, if documents are more, please send them in separate emails NB: All responses must be submitted on the above dedicated mailbox. No hand delivery submissions will be considered.</p>
RFQ DOCUMENTS MAY BE ADDRESSED TO:	<p>Procurement Officer: Thamsanqa Mgudlwa Email address: ThamsanqaM@atns.co.za</p>
<p>The information contained within this document is confidential to ATNS in all respects and it is hereby acknowledged that the information 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.</p>	



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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	



1. SECTION A: INTRODUCTION AND SCOPE OF WORK

1.1. Introduction

Air Traffic and Navigation Services SOC Limited (ATNS) provides air traffic, navigation, training and associated services within South Africa and a large part of the Southern Indian and Atlantic Ocean, comprising approximately 10% of the world's airspace.

ATNS operates from nine ACSA and 12 other aerodromes. As a globally competitive employer of choice, ATNS is committed to diversity and has achieved ranking within the top 10 companies in South Africa with regards to female representation at executive levels.

1.2. Objective

Air Traffic and Navigation Services SOC seeks to appoint a service provider to provide recording and transcription services for the Board and Board Committee Evaluation.

1.3. Scope of Work/Specification

The scope of services includes, but is not limited to, the following key performance areas:

- 1.3.1 This specification is part of a comprehensive Integrated Pest Management (IPM) program for ATNS. IPM is a process for achieving long-term, environmentally, sound pest suppression and prevention using a wide variety of technological and management practices.
- 1.3.2 The successful service provider shall furnish all supervision, labour, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide (spraying and fogging) in the ATNS building as well as the servicing of internal and external bait stations and flycatchers application, and pest removal components of the IPM program.
- 1.3.3 The overall purpose of an Integrated Pest Management (IPM) program include:
- 1.3.4 Structural and procedural modifications to reduce food, water, harbourage, and access used by pests.
- 1.3.5 Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment.
- 1.3.6 Non-pesticide technologies such as trapping and monitoring devices; and
- 1.3.7 Coordination among all Physical Facilities management programs that have a bearing on the pest control effort.
- 1.3.8 The service provider shall adequately perform the following pest control service monthly:



- 1.3.9 Spraying and or fogging in and around the ATNS buildings
- 1.3.10 Service indoor and outdoor populations of rodents, ants, cockroaches, dust, paper mites,
- 1.3.11 mosquitoes, spider webs.
- 1.3.12 Placement and servicing of interior and exterior bait stations at the ATNS building where required.
- 1.3.13 Ad-hoc services
- 1.3.14 ATNS may request the service provider to provide ad-hoc services for all pest populations that are incidental invaders inside and outside the specified building, including winged termite swarms emerging indoors, bees, wasps, snakes, fogging, removal of weed bugs, lizards, snakes, spiders, and frogs.
- 1.3.15 Quotations will be requested, and a purchase order issued before rendering this service.
- 1.3.16 The service provider shall respond within 3 hours of being notified of an ad-hoc request and the ad-hoc request must be resolved within 24 hours of being notified. Follow-ups on pest control rendered services shall be done at no cost to ATNS.
- 1.3.17 The following areas in all buildings must be treated monthly:
- 1.3.18 Distribution Boards, entrances/foyers, toilets, kitchens, and pause areas.
- 1.3.19 Filling and storerooms.
- 1.3.20 Passages.
- 1.3.21 All offices and common areas.
- 1.3.22 Waste disposal areas and basements.
- 1.3.23 Use of Pesticides
- 1.3.24 The service provider shall be responsible for the application of pesticides according to the label.
- 1.3.25 All pesticides used by the service provider must be registered with the Department of Agriculture as stipulated by Act No. 36 of 1947.
- 1.3.26 Transport, handling, and use of all pesticides shall be in strict accordance with the
- 1.3.27 manufacturer's label instructions and all applicable local laws and regulations.
- 1.3.28 ATNS shall not provide storage facilities for the service provider's equipment and or products on-site.
- 1.3.29 The service provider shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by the Physical Facilities representative.
- 1.3.30 Pesticide Application Service Requirements



- 1.3.31 Pesticide application shall be according to need and not by schedule. As a rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area.
- 1.3.32 Written approval must be granted by the Physical Facilities representative prior to any preventive pesticide application. Minimization of risk when the use of pesticide is necessary, the service provider shall employ the least hazardous material, most precise application, technique, and minimum quantity of pesticide necessary to achieve control.
- 1.3.33 The service provider shall not store any pesticide product in an ATNS occupied building specified in this contract.
- 1.3.34 A Pest Register product data sheet must be submitted for every product used and brought on site for pesticide application service requirements.
- 1.3.35 The service provider shall not store any pesticide product in an ATNS occupied building specified in this contract.
- 1.3.36 Insect Control
- 1.3.37 Emphasis on non-pesticide methods: the service provider shall use non-pesticide methods of control wherever possible. For example: portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.
- 1.3.38 Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.
- 1.3.39 Application of insecticides to cracks and crevices, as a rule the service provider shall apply all insecticides as "crack and crevice" treatments only, treatments in which the formulated insecticide is not visible to a bystander during or after the application process.
- 1.3.40 Application of insecticides to exposed surfaces or as Space Sprays Application of insecticides to exposed surfaces or as space sprays ("fogging") shall be restricted to exceptional circumstances where no alternative measures are practical. The service provider shall obtain approval of the Physical Facilities representative prior to any application of insecticide to an exposed surface or any space spray treatment. No surface application or space spray shall be made while tenant personnel are present. The service provider shall take all necessary precautions to ensure tenant



and employee safety (service provider's staff and ATNS staff), and all necessary steps to ensure the containment of the pesticide to the site of application.

Bait formulations shall be the standard pesticide technology for cockroach and ant control, with alternate formulations restricted to unique situations where baits are not practical.

- 1.3.41 Monitoring sticky traps shall be used to guide and evaluate indoor insect control efforts wherever necessary.
- 1.3.42 Rodent Control
- 1.3.43 Rodent control inside buildings shall be accomplished with trapping devices only.
- 1.3.44 All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations i.e., placed in Distribution Boards and certain ceiling areas.
- 1.3.45 Trapping devices shall be checked on a schedule approved by the Physical Facilities representative.
- 1.3.46 The service provider shall be responsible for disposing of all trapped rodents within 24 hours of being informed and all rodent carcasses in an appropriate manner. Owl houses are to be considered in this regard.
- 1.3.47 The service provider shall be responsible for the removal and installation of odour bags for the treatment of infestations and odours.
- 1.3.48 Use of Rodenticides
- 1.3.49 In exceptional circumstances when rodenticides are deemed essential for adequate rodent control inside buildings, the service provider shall obtain approval of the Physical Facilities representative prior to making any interior rodenticide treatment, provided that the poisoned carcasses are removed and destroyed and are not harmful to predators i.e., owls, snakes, etc.
- 1.3.50 All rodenticides, regardless of packaging, shall be placed in locations not accessible to children, pets, wildlife, and domestic animals. As a rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.
- 1.3.51 Use of External Bait Stations / Bait Boxes
- All bait boxes shall be maintained with an emphasis on the safety of non-target organisms. The service fee must be included in the monthly cost which includes the rental of the bait stations and the service thereof.
- The service provider shall adhere to the following five points:



All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations.

- 1.3.52 The lids of all bait boxes shall be securely locked or fastened shut.
- 1.3.53 All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other immovable surface so that the box cannot be picked up or moved.
- 1.3.54 Bait shall always be secured in the feeding chamber of the box and never placed in the runway or entryways of the box.
- 1.3.55 All bait boxes shall be labelled on the inside with the service provider's business name and address and dated by the service provider's technician at the time of installation and each servicing.
- 1.3.56 Structural Modifications and Recommendations
- 1.3.57 Throughout the term of the contract, the service provider shall be responsible for advising the Physical Facilities representative about any structural, sanitary, or procedural modifications that would reduce pest food, water, harbourage, or access.
- 1.3.58 The service provider shall be responsible for adequately suppressing all pests included in this contract regardless of whether the suggested modifications are implemented.
- 1.3.59 The service provider will not be held responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the service provider to eliminate pest harbourage or access may be approved by the Physical Facilities representative on a case-by-case basis.
- 1.3.60 The service provider shall obtain the approval of the Physical Facilities representative prior to any application of sealing material or other structural modification.
- 1.3.61 Procurement and Physical Facilities, in consultation with ATNS Health and Safety Department will continually evaluate the progress of the contract in terms of effectiveness and safety and will require such changes as necessary.
- 1.3.62
- 1.3.63 Building Inspections
- 1.3.64 The service provider shall complete a thorough initial inspection of each building or site at least ten (10) working days prior to the commencement of the contract.
- 1.3.65 The purpose of the initial inspections are to allow the service provider an opportunity to evaluate the pest control needs for all buildings and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestations.



- 1.3.66 Access to building space shall be coordinated with the Physical Facilities Management representative.
- 1.3.67 The Physical Facilities Management Representative will inform the service provider of any restrictions or areas requiring special scheduling.
- 1.3.68 Pest Control Plan
- 1.3.69 The service provider shall submit to the Physical Facilities representative (or requesting office) a Pest Control Plan within five (5) working days of commencement of the contract.
- 1.3.70 Upon receipt of the Pest Control Plan, the Physical Facilities representative will render a decision regarding its acceptability within two (2) working days.
- 1.3.71 If aspects of the Pest Control Plan are incomplete or disapproved, the service provider shall have two (2) working days to submit a revised proposal.
- 1.3.72 The service provider shall be on-site to perform the initial service visit for each building within the first five (5) working days of the commencement of the contract.
- 1.3.73 The Pest Control Plan shall consist of the following parts:
- 1.3.74 Proposed materials and equipment of the service provider that will be used in rendering the Integrated Pest Control (IPC) Management services.
- 1.3.75 Current labels and Material Safety Data Sheets (MSDS) for all proposed pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be proposed to IPC service.
- 1.3.76 The service provider shall describe methods and procedures to be used for identifying sites of pest harbourage and access, and for making objective assessments of pest population levels throughout the term of the contract.
- 1.3.77 The service provider shall provide complete service schedules on a monthly frequency of service provider visits, specific day(s) of the week of service provider visits, and approximate duration of each visit.
- 1.3.78 Description of any structural or operational changes that would facilitate the pest control effort.
- 1.3.79 The service provider shall describe site-specific solutions for observed sources of pest food, water, harbourage, and access.
- 1.3.80
- 1.3.81 Quality Control Program



- 1.3.82 The service provider shall establish a complete quality control program to ensure the requirements of the contract are provided as specified.
- 1.3.83 The quality control program shall be jointly signed upon by both the service provider and the Physical Facilities representative and regularly reviewed and agreed upon.
- 1.3.84 Within 1 (one) calendar month prior to the starting date of the contract, the service provider shall submit a copy of his quality control program to the Physical Facilities representative.
- 1.3.85 The program shall include at least the following items:
- 1.3.86 Inspection System: The service provider's quality control inspection system shall cover all the services stated in the contract. The purpose of the system is to detect and correct deficiencies in the quality of service before the level of performance becomes unacceptable and/or the Physical Facilities representative identifies the deficiencies.
- 1.3.87 A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections.
- 1.3.88 The checklist shall include every building or site serviced by the service provider as well as every task required to be performed.
- 1.3.89 A quality control file shall contain a record of all inspections conducted by the service provider and any corrective actions taken.
- 1.3.90 The file shall be maintained throughout the term of the contract and made available to Physical Facilities representatives upon request.
- 1.3.91 The service provider shall state the name(s) of the individual(s) responsible for performing the quality control inspections for all the awarded sites.
- 1.3.92
- 1.3.93 General Health, Safety and Environment Obligations
- 1.3.94 In accordance with the Occupational Health and Safety Act 85 of 1993 as amended, the service provider shall observe all safety precautions throughout the performance of this contract. All work shall be in strict accordance with all applicable Occupational Safety and Health Regulations.
- 1.3.95 The service provider shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.
- 1.3.96 Special entrance to certain areas within some buildings may require special instructions for persons entering them.



1.3.97 Any restrictions associated with these special areas will be explained by the Physical Facilities representative.

1.3.98 The service provider shall adhere to the restrictions and incorporate them into the Pest Control Plan.

1.3.99 The service provider shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Regulations standards for the products being used.

The service provider must provide a Health and Safety file for pest control management services within the first month of the commencement of the contract. All service provider personnel working in or around buildings specified in this contract shall wear branded protective clothing. ATNS reserves the right to decline and/or remove a service providers' employee not adhering to this requirement.

1.3.100 **Record Keeping**

The service provider shall be responsible for maintaining a pest control file for each building or site specified in the awarded contract. These records shall be kept on-site and maintained on each visit by the service provider. The record keeping file shall be co-signed by the Physical Facilities representative and updated regularly for the work done.

Each Record Keeping File shall contain at least the following items:

- i. A copy of the service provider's approved Pest Control Plan, labels and Material Safety Data Sheets for all pesticides used in the building.
- ii. Brand names of all pest control devices and equipment used in the building.
- iii. The service provider's service schedule for the specific building.
- iv. A completed, dated and signed inspection report after every service, these reports will be used to advise the service provider of routine service requests and to document the performance of all work, including emergency work.

1.3.101 **Office Hours**

1.3.102 The service visits are to be scheduled at the following times:

- i. Weekday office hours (Monday to Friday): service visits to start at 15:00; and
- ii. Weekends (Saturday): service visits to start at 08:00, alternatively on agreement with the Physical Facilities representative.

1.3.103 When it is necessary to perform work outside of the regularly scheduled service time outlined in the Pest Control Plan, the service provider shall notify the Physical



Facilities representative at least one day in advance. Work done outside the regular hours shall be at the same rate as the normal hours.

1.3.104 Service Provider Personnel

1.3.105 The service provider shall provide valid certified copy registration/s of their pest control officer/s for registration with the Department of Agriculture for every service provider employee who will be performing on-site service under this contract.

1.3.106 The service provider shall be responsible for carrying out work according to the pre-approved Pest Control Plan.

1.3.107 The service provider shall receive the concurrence of Physical Facilities prior to implementing any subsequent changes to the approved Pest Control Plan, including additional or replacement pesticides and on-site service personnel.

1.3.108 The Contract Period

1.3.109 The appointed service provider will be required to start immediately after signing the contract and provide the required services for a period of twenty four month (24) months.

1.3.110 General

1.3.111 Maintain core team throughout the duration of the agreement period.

1.3.112 Provide all material, labour, and transportation to complete maintenance.

2 GENERAL

2.1 Provide all materials, labour, and transport to complete maintenance, the removal of existing items/units, and the installation of new items/units.

2.2 In the case of new installations, the service provider must remove existing items/units, install new units and leave the area of work neat on completion. Dispose of the replaced item and provide disposal certificates.

2.3 Provide quoted prices that are inclusive of all items (preparation, material, labour, and transport costs).

2.4 Provide a quoted price that includes VAT and is valid for 60 days from the closing date of the quotation.



3 DELIVERIES OF GOODS

- 3.1 Deliveries must take place within 7 working days of placing an official order, except in emergency circumstances where delivery must be immediate.
- 3.2 The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- 3.3 The delivery address is ATNS Bruma Head Office, Eastgate Offices, South Boulevard Road, 2198. A special arrangement should be made with the Facilities Manager/ Building Administrator.
- 3.4 Delivery of products must include the offloading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.
- 3.5 Service providers must supply and ensure their labour for the offloading of the products at the designated ATNS sites.
- 3.6 ATNS will place orders as and when required during the contract period.
- 3.7 An official order must be issued before any delivery may be made to ATNS Head Office, unless in an emergency.

4 QUALITY

- 4.1 If ATNS elects to accept an alternative item purported to be equal/similar by the tenderer, acceptance of the items will be conditional on ATNS's inspection and testing after receipt.
- 4.2 If in the sole judgment of ATNS, the delivered items are determined not to be within SABS/SANS national specifications, the supplier will be requested to replace the items with the items that comply with SABS/SANS national specifications immediately at no additional cost to ATNS.
- 4.3 ATNS may from time to time test the quality of the products and services, non-compliance may result in the termination of the contract.
- 4.4 All product items should carry (minimum of 1 year) guarantees or warranties and defective items will be replaced at the cost of the service provider. It will be the responsibility of the service provider to ensure that the products are replaced (Retailers to Manufacturers), where applicable.

5 CONTRACTORS'S RESPONSIBILITIES

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5.1 The Contractor shall

5.1.1 Provide all the necessary skills, resources, tools, equipment, and experts, to carry out the works; as a minimum requirement.

5.1.2 Review, familiarize, and understand the proposed sites including all constraints and environmental factors.

5.1.3 Review, familiarize, and understand the operational requirements of the facilities at ATNS Head Office.

6 OBLIGATIONS OF ATNS

6.1 To always ensure that the installations will be used reasonably.

6.2 To advise the contractor immediately if a fault arises in respect of the installation.

6.3 To notify the contractor of any changes in the type of occupancy or ownership of the installation and of any change in postal address.

6.4 Place order of consumables on time.

6.5 Ensure that the contractor provide proof of delivery after each service provided.

6.6 Create Purchase Order before service is rendered.

6.7 Monitor performance of the contractor.

6.8 Ensure the contractor is paid for services rendered.



1.4. Validity Period

- 1.4.1. The proposal provided to ATNS in terms of this request for quotations will be valid for a period of 60 days from the date of submission except for the Tax and B-BBEE certificates which must still be valid at the time of award.
- 1.4.2. Should there be a need to request extension of the finalisation of the award of the RFQ, the bidders will be duly informed, and the priced proposal will remain valid for the amended duration.

1.5. Procedures For Submitting Quotations

- 1.5.1. All prospective bidders must send their bid/RFQ response submissions to ATNS before or on the closing date and time.
- 1.5.2. Bidders must email a soft copy of their proposal to: ThamsanqaM@atns.co.za

2. SECTION B: BID EVALUATION PROCESS

Bid Evaluation Process

The bid evaluation process for this RFQ will be conducted in three (03) distinct stages as follows:

STAGE 1	ADMINISTRATIVE REQUIREMENTS
STAGE 2	MANDATORY REQUIREMENTS
STAGE 4	PRICE AND ATNS SPECIFIC GOALS

2.1. Stage 1: Administrative Requirements

All prospective bidders must comply with the following administrative requirement:

- 2.1.1. Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- 2.1.2. Fully completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD 4, and SBD 6.1): duly completed and signed by the duly authorised person.
- 2.1.3. Tax clearance certificate and Pin.

If the Bidder failed to comply with any of the administrative requirements, or if ATNS is unable to verify whether the requirements are met, then ATNS reserves the right to-

- a) Reject the bid and not evaluate it, or



- b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

2.2. Stage 2 : Mandatory Requirments

No	Mandatory Requirements	Yes / No
1	Bidder must provide a valid Pest Control certificate of registration from the department Agriculture for Pest Control Operator deployed/employed to Pest Control Services as per tender requirements.	
2	Submit a valid letter of good standing from the Department of Employment and Labour	

2.3. Stage 3: Price and Specific Goals

- 2.3.1. The 80/20 preference points system will be utilised for this RFQ. This preference points system is for the acquisition of goods or services with a Rand value up to R50 million as follows:

Criteria	Means of Verification	Points
Price	Proposed Bid Price	80,00
Preference Points	Specific Goals	20,00
Total Points		100,00

2.3.2. Specific Goals

The Preferential Procurement Regulations, 2022 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, states that ATNS shall deal with suppliers in accordance with the ATNS specific goals. The application of the specific goals will be per request, per tender up to the maximum points as per the applicable pricing formula, the 80/20 system.

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 B-BBEE compliant enterprises 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 RFQ 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 Price and ATNS specific goals. The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000.

2.3.2.1. The following allocation will determine the specific goals (20.00 points) for this tender process:

Category	Points allocated
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10,00
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10,00
Total	20,00

2.3.2.2. Bidders must submit the following documents as a means of verification for specific goals:

- (a) CIPC documents (company registration documents),
- (b) Shareholder certificates, and
- (c) Copy/ies of Identity document(s) for shareholder(s).

Bidders who fail to submit the above documents will not qualify for points allocated for specific goals.



3. SECTION C: STANDARD BIDDING DOCUMENTS

SBD1: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIR TRAFFIC AND NAVIGATION SERVICES SOC LIMITED (ATNS)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	11:00 AM
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE FORWARDED TO RFQs@atns.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thamsanqa Mgudlwa		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1121		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ThamsanqaM@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 DATABASE 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:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
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.
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.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
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.
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."

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:



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.

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

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:

.....

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.



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.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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

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.



SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

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



Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10	
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10	



The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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9. Packing
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34. Prohibition of restrictive practices

1. Definitions



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 analysed 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 contract 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 cancelling 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

28. Limitation of liability

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.

28.1 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

29. Governing language

- (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.

29.1 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 (NIP) Programme

34 Prohibition of Restrictive practices

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.

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.