

**AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD  
REPUBLIC OF SOUTH AFRICA**



**THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE BUILDING MAINTENANCE SERVICES, REPAIRS, REPLACEMENT, AND SUPPORT ON AN AS-AND-WHEN-REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS AT THE ATNS KING PHALO AIRPORT AND THE REMOTE SITES.**

**REQUEST FOR PROPOSAL: ATNS/FAEL/RFP007/FY24.25/ BUILDING MAINTANANACE**

**JULY 2024**

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

<b>THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE BUILDING MAINTENANCE SERVICES, REPAIRS, REPLACEMENT, AND SUPPORT ON AN AS-AND-WHEN-REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS AT THE ATNS KING PHALO AIRPORT AND THE REMOTE SITES</b>	
<b>RFP REFERENCE NUMBER:</b>	ATNS/FAEL/RFP007/FY24.25/ Building Maintenance
<b>PUBLICATION DATE</b>	23 July 2024
<b>CLOSING DATE OF TENDER / SUBMISSION OF BID:</b>	14 August 2024
<b>CLOSING TIME:</b>	11h00, CAT (no late, and facsimile responses will be accepted)
<b>NON-COMPULSORY BRIEFING SESSION</b>	N/A
<b>BID VALIDITY PERIOD:</b>	<ul style="list-style-type: none"> <li>• 120 days (Commencing from tender closing date)</li> </ul>
<b>RETURNABLE DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• Valid SARS pin</li> <li>• Valid B-BBEE certificate (SANAS approved) or Sworn Affidavit.</li> <li>• Latest CSD report</li> <li>• Fully completed and signed SBD documents.</li> </ul>
<b>DESCRIPTION:</b>	<b>THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE BUILDING MAINTENANCE SERVICES, REPAIRS, REPLACEMENT, AND SUPPORT ON AN AS-AND-WHEN-REQUIRED BASIS FOR A PERIOD OF FIVE (5) YEARS AT THE ATNS KING PHALO AIRPORT AND THE REMOTE SITES</b>

<p><b>DEPOSITED IN THE BID BOX SITUATED AT:</b></p>	<p>ATNS Company Limited,                  Eastgate Office Park, Block C,                  South Boulevard Road,                  Bruma, 2298</p> <p>OR</p> <p>Should a bidder require to submit their documents online, they must send an email requesting a link to <a href="mailto:andyn@atns.co.za">andyn@atns.co.za</a> and copy <a href="mailto:tenders@atns.co.za">tenders@atns.co.za</a> to express their interest to do so.</p> <p>On the email Bidders must specify on the subject line – the tender number and description.</p> <p><b>Deadline for requesting the link is 3 days before closing date, email sent after this deadline will not be attended to.</b></p>
<p><b>PROCUREMENT SPECIALIST:</b></p>	<p>Andy Ngubane</p>
<p><b>TELEPHONE:</b></p>	<p>(011) 607 1417</p>
<p><b>E-MAIL:</b></p>	<p><a href="mailto:andyn@atns.co.za">andyn@atns.co.za</a></p>
<p><b>THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)</b></p>	

**BIDDING STRUCTURE**

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

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

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

Fax Number	
Postal Address	
Physical Address	

<b>HAS AN ORIGINAL VALID TAX COMPLIANCE REPORT AND PIN BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS</b>	
<b>YES</b>	<b>NO</b>

<b>PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER</b>	
Indicate the Type of Company	

**SIGNATURE OF BIDDER:**

..... DATE: .....

.....

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

**IMPORTANT NOTICE**

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

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

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

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

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## 1. GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

### 1.1 Background and Introduction

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

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

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

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

#### **Vision**

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

#### **Mission**

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

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



- Open and effective communication

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

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

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

### **Regulated Business**

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

#### **Air navigation services and infrastructure**

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

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

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

#### **Air traffic service charges**

As a monopoly service provider, ATNS is regulated economically by the Economic Regulating Committee (RC) that is a statutory body formed and appointed by the

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

### Training institution

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

### Non-Regulated Business

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

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

## **1.2 Purpose of the Bid**

ATNS seeks to appoint a service provider to provide building maintenance services, repairs, replacement, and support on an as and when required basis for a period of five (5) years at the ATNS EAST LONDON and the remote Sites.

### 1.3 Role and Objectives

Building Maintenance activities may include, but not limited to the following activities:

- Painting
- Water proofing (Roof ceiling, Roof repairs, Gutter repair/replacement)
- Plaster
- Carpentry
- Door repair/replacement
- Window glass repair/replacement
- Flooring repair/replacement
- Building fascia board repair/replacement
- Fencing (E.g.: Palisade Fence, electric fence, Gate motor etc)
- Welding (repairs and replacement to existing metal / aluminum frames)
- Road/paving maintenance and repairs
- Plumbing repairs
- Rigging services
- And any other related building maintenances services
- In case of a unit failure that is beyond repairs or uneconomical to repair; the service provider must Supply and replace the faulty unit.
- Should new requirements for installation of new building related items arise, the service provider should submit in writing a quotation for the new requirement.
- All replacement units shall comply with the Occupational Health and Safety Act of 1993, as amended, and with local authorities' by-laws.

### 1.4 The deliverables will be as follows:

- Maintenance of the existing buildings on an ad-hoc basis. See Appendix A for more details of buildings to be maintained; Appendix B for the suggested maintenance Task List; and Appendix C for the Pricing Schedule.
- Provide repair services on existing ATNS EAST LONDON buildings (Including local and remote sites) as and when required.
- If uneconomical to maintain or to repair; Supply new building related items as replacements for failed items.
- Provide building related maintenance services on a callout basis.
- Supply and deliver building related material on quotation basis;
- Recommend on required repairs after maintenance/inspection.
- Inspecting of ATNS buildings (sites) on request.
- Response to call outs for emergency repairs, ie within 3 hours.
- All replaced items shall come with 12 Month warranty and guarantee.

## 1.5 General

- Explain their approach on building maintenance, including audit methodology, nature, timing and extent of approaches to be followed;
- Demonstrate experience and expertise in building maintenance and compliance with applicable laws and regulations;
- Provide details of the core team;
- Maintain the core team throughout the duration of the contract.
- The service provider must provide all materials, labor, and transport to complete maintenance, the removal of existing building items and the installation of the new items.
- In the case of new installations; The contractor must remove existing units and install new units and leave the working area safe, neat and tidy on completion.
- The quoted prices must include all preparations, materials, labor and transport costs.
- The quoted prices must include VAT and be valid for 60 days from closing date of the quotation.
- The performance of any other ADHOC requirement requested by management on quotation basis.
- All building maintenance reports and working papers shall remain the property of ATNS.
- The supplier must create and submit an OHS Safety file.

i. Service providers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory requirement for any work performed on behalf of the employer on his/her premises.

ii. A “mandatory” is defined in the said Act as: - “Including an agent, contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user”

iii. In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement in place between the employer and the

mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

- iv. Regular inspections of work that is performed will be conducted in order to ensure that this written agreement is honored at all times, and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and corrective action needed to rectify the situation must be stipulated.
  - v. The service provider would need to have a valid letter of good standing with regards to Occupational Health and Safety from the Compensation Commissioner in order for his tender to be valid and evaluated.
- The performance of any other ADHOC requirement requested by management on quotation basis; these includes Supply, inspection / testing, delivery at site, installation, supervision, commissioning, and statutory certification.
  - All inspection / testing, delivery at site, installation, supervision, commissioning, and statutory certification reports and working papers shall remain the property of ATNS.

## 1.6 Delivery

- Delivery must take place within 7 working days upon receipt of official order; unless otherwise stated.
- The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- Delivery address is Air Traffic and Navigation Services (ATNS) East London; 66 Settler's Way, Greenfields, 5208, King Phalo Airport.
- A special arrangement will be made for deliveries at remote site.
- Delivery of products must include the off-loading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.
- Service provider must supply and use their own labourer for the offloading of the products at the designated ATNS sites.

## 1.7 Quality

Quality Standards:

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

- Products delivered to ATNS should be certified with SABS standards of quality or equivalent, In the event where ATNS elects to accept an alternative item purported to be equal/similar by the tenderer, acceptance of the item(s) will be conditional on ATNS's inspection and testing after receipt.
- If, in the sole judgment of ATNS, the item is determined not to be equal/similar, the item shall be collected by the service provider and a correct item shall be delivered.

## 1.8 Contractors' Responsibilities

The Contractor shall

- Provide all the necessary skills, resources, tools, equipment and experts, to
- carry out the works; as a minimum each team to carry out the repairs or
- maintenance is to have a trade tested artisan for related building maintenance.
- Review, familiarize and understand the proposed sites including all constraints and environmental factors.
- Supply complete method statement of new installation as well as any repairs as per above scope of works.
- Review, familiarize and understand the operational requirements of the facilities at all ATNS sites.
- Any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
- Hand over all documentation including condition reports after services, repairs and installations.
- Provide Annual compliance audits
- Attendance and reporting to the ATNS FAEL Management on an annual basis any significant findings identified.
- Provide a safety file
- Be eligible to acquire and maintain an ACSA permit for Airside operations.

## APPENDIX A

### 1.9 SITES LOCATION

The sites that may require building maintenance are located at different locations within the Eastern Cape Province. See table below.

LOCAL SITES	DISTANCE (KM) FROM KING PHALO AIRPORT
-------------	---------------------------------------

ATNS EAST LONDON CONTROL TOWER COMPLEX	0
VHF RECEIVER SITE	0
VHF TRANSMITTER STATION	0
FAEL VOR/DME	0
FAEL VDF SITE	0

MTHATHA	DISTANCE (KM) FROM KING PHALO AIRPORT
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MTHATHA AIRPORT	240
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RADAR SITES	DISTANCE (KM) FROM KING PHALO AIRPORT
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S BAND PRIMARY & SECONDARY RADAR SITE	7
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#### DME SITES

FRASERS CAMP DME DME SITE	119 km
KIDDS BEACH DME DME SITE	20.8 Km
MDANTSANE DME DME SITE	40.2 Km
AMATHOLA (CINTSA) DME DME SITE	53.9 Km
JONGILIZWE DME DME SITE	90.7 Km
MACLEANTOWN DME DME SITE	47.9 Km

**1.10 APPENDIX B: MAINTENANCE TASK LIST**

<b>Building Maintenance Work</b>
Building fascia board repair/replacement
Painting
Plaster
Carpentry
Door repair/replacement
Window glass repair/replacement
Water proofing (Roof ceiling, Roof repairs, Gutter repair/replacement)
Flooring repair/replacement
Fencing (palisade wall, electric fence, concrete wall)
Plumbing
Welding (Still frames, masts, safety cages, guard rails etc)
Rigging



## Acquisition strategy

The proposed acquisition strategy is to award to one supplier meeting the ATNS requirements for the entire scope of sourcing, implementation, and support of the project.

## 2 GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

### 2.1 Correspondence during Bid Period

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

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

Procurement Specialist: Andy Ngubane – [andyn@atns.co.za](mailto:andyn@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za)

2.3 All correspondence shall be made as follows:

Ref No: ATNS/FAEL/RFP007/FY24.25/ Building Maintenance

Date : Day Month Year:

To : ATNS Company Ltd:

From : Name of Bidder:

Subject: ATNS/FAEL/RFP007/FY24.25/Building Maintenance

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

## 2.4 Failure to Adhere to Instructions

**FAILURE TO ADHERE TO THE FOLLOWING BID SUBMISSION INSTRUCTIONS SHALL RESULT IN THE BID BEING RENDERED NON-RESPONSIVE AND ELIMINATED FROM FURTHER EVALUATION.**

### 2.4.1 Preparation of Bid

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

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

## 3 BID SUBMISSION CONDITIONS AND INSTRUCTIONS

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

### 3.1 FRAUD AND CORRUPTION

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

### 3.2 CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to [andyn@atns.co.za](mailto:andyn@atns.co.za) and [copy tenders@atns.co.za](mailto:tenders@atns.co.za) not later than 16:00 CAT on the 08<sup>th</sup> August 2024. A reply will be published on the ATNS website [www.atns.co.za](http://www.atns.co.za) under the Tenders section. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

### 3.3 SUBMITTING BIDS

- 3.3.1 Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to [andyn@atns.co.za](mailto:andyn@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest to do so. A link will be shared with the supplier for uploading the documents on a secure online portal. On the email Bidders must specify on the subject line – the tender number and description.
- 3.3.2 In case submitting hard copies, Bids shall be submitted in two separate Parcels A and B, each parcel shall contain; 1 (one) original and One (1) copy and One (1) soft copy (PDF format) on a movable storage medium (USB / disk), each sealed and addressed in accordance with the following requirements, The name and address of the Bidder; and the Bid Number
- 3.3.3 The closing date of the Bid indicated on the envelope.
- 3.3.4 A Cover Letter, signed by the authorised representative of each member of the Biding Entity, Consortium or Joint Venture, which shall contain:
- 3.3.5 List of Bid Proposal Documents and an Index of the contents therein;
- 3.3.6 Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
- 3.3.7 The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 3.3.8 Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the designation "Original" or "Copy", as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked and numbered as "Copy 1/2".
- 3.3.9 All Bid Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified on this document.

- 3.3.10 No Bids forwarded by telegram, telex, facsimile will be considered. Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.
- 3.3.11 The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the Bidder and initialized on each page of the Bid Response.
- 3.3.12 The Bid Documents shall be hand delivered to:
- 3.3.13 ATNS Company Limited,  
Eastgate Office Park, Block C,  
South Boulevard Road,  
Bruma,  
2298  
South Africa;
- 3.3.14 No later than **11:00** CAT on 14 August 2024, Central African Time at which time the Bid Proposals will be collected.
- 3.3.15 Bidders should allow time to access the premises due to security arrangements that need to be observed.
- 3.3.16 Should a bidder require to submit their documents online, they must send an email to [andyn@atns.co.za](mailto:andyn@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest to do so. On the email bidders must specify on the subject line – the tender number and description. A link will be shared with the supplier for uploading the documents on a secure online portal. **Deadline for requesting the link is 3 days before closing date, email sent after this deadline will not be attended to.**

### 3.4 LATE BIDS

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

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

### **3.5 NEGOTIATION AND CONTRACTING**

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

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

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

### **3.6 REASONS FOR REJECTION**

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

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

3.6.3 Have abused the SCM system of ATNS.

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

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

3.6.6 Such actions shall be communicated to the National Treasury.

### **3.7 CANCELLATION OF PROCUREMENT PROCESS**

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

### **3.8 CONTRACT TERMS**

- 3.8.1 Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representation made. Bidder should accept that their Bid response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document although variation is not anticipated at this time. If any variation does take place Bidder will be advised as soon as possible.
- 3.8.2 The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in GCC. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the Bidder to have adequate professional indemnity insurance. All Bidders must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.
- 3.8.3 All documentations will be the property of ATNS.

### **3.9 DISCLAIMER**

- 3.9.1 The Bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalization of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.
- 3.9.2 The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

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

## 4 EVALUATION PROCESS

### 4.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

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

### 4.2 TECHNICAL REQUIREMENTS, PRICE AND PREFERENCE POINTS

4.2.1 All remaining bids will be evaluated as follows:

4.2.2 **The First stage:** Bids will be evaluated first for administrative pre-qualification requirements.

4.2.3 **The Second stage:** Bids will be evaluated for mandatory requirements. Bidders will be considered for further if they meet all the technical mandatory requirements.

4.2.4 **The Third stage:** Bids will be evaluated in terms of the **80/20 or 90/10 PRICE AND ATNS SPECIFIC GOALS**. Only bids that provide all documentation requested for Functional requirements will be evaluated in accordance with the 80/20 or 90/10 price and specific goals.

### 4.3 Bid Response Evaluation

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

#### 4.3.2 First Stage: Administrative pre-qualification requirements

4.3.2.1 During this stage Bid response documents will be reviewed to assess adherence to submission instructions, and compliance to administrative pre-qualification.

4.3.2.2 The table below summarises the required adherence to the submission instructions and shall also be used by the Bidder as a checklist for the completeness of the submission:

Reference	Requirement	Comply	Do not comply
Volume 1 A (Parcel A)	GCC		
Volume 1 A (Parcel A)	South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of auth.		
Volume 1 A (Parcel A)	South African companies shall submit their central supplier database summary reports, Valid Tax Clearance PIN, ID copies, Banking Details and company registration docs		
Volume 1 A (Parcel A)	SBD Forms applicable for this tender		

The bidder must comply with **ALL** of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if ATNS is unable to verify whether the pre-qualification 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.

#### 4.3.3 Second Stage: Functional Evaluation

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. Bidder are expected to meet all the mandatory requirements as follows:



Mandatory Criteria	Submitted Yes/No
<p>Provide a minimum of three (3) reference letters as proof of Previous Building maintenance services done before.</p> <p>Reference letters must be in a form of signed letters on a client’s business letterhead stating the scope and description of the services rendered.</p>	
<p>CIDB Grading 2 GB</p>	
<p>Provide a company profile indicating number of years in rendering Building maintenance services in a public and /or corporate sector. A company must have a minimum of three years providing these services and this will be validated with the company registration documents.</p>	
<p>Compliance with COID (Compensation for Occupational Injuries and Diseases) and provide certificates (Letter of Good standing) for related services.</p>	
<p>Qualifications Required - Building Maintenance related trade certificates or equivalent e.g. Carpentry, Doors replacement, Flooring, ceiling repairs, Plastering, Water Proofing, painting, brick laying, fencing.</p> <p>Proof of qualifications</p>	
<p>The bidder must provide evidence of their footprint in East London, ie in a company business letterhead, a statement for municipality rates(not older than 3 months); a signed lease agreement by all parties.</p>	

**4.3.4 Third Stage – Price and Specific Goals**

1.10..1 Bidders who provide all the required documentation listed on Functional Requirements will be evaluated in terms of the 90/10 or 80/20 point system, where a maximum of 90/80 points are allocated for price and a maximum of 20 points are allocated in respect of ATNS specific goals claimed.

<b>PRICE</b>	<b>90/80</b>
<b>ATNS SPECIFIC GOALS</b>	<b>10/20</b>

1.10..2 A B-BBEE rating certificates are applicable, and points will be allocated in terms of the ATNS specific goals as indicated in the table below. Bidders must submit valid B-BBEE Certificates, requested declarations, utility statements and any other supporting information that may be required to claim ATNS specific goals.

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system in the provided SBD 6.1 attached.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 or 90/10 system)  (To be completed by the organ of state)	Number of points claimed (80/20 or 90/10 system)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	20	<i>(To be completed by the tenderer in SBD 6.1 attached)</i>

This RFP will be evaluated according to the above on ATNS specific goals. Failure to submit supporting documents may result to a bidder being allocated zero (0) points. Bidders are required to claim ATNS specific goals in the provided **SBD 6.1** attached.

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

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

**2 APPENDIX C: PRICING AND COSTING**

Table 2: Pricing Schedule Table over 5 years

Items	Year 1 Rates (inc. Vat)	Year 2 Rates (inc. Vat)	Year 3 Rates (inc. Vat)	Year 4 Rates (inc. Vat)	Year 5 Rates (inc. Vat)
Labour Rate/Hour (Normal Hours) (R.)					
Labour Rate/Hour (Afterhours) (R.)					
Labour Rate/Hour (Saturday) (R.)					
Labour Rate/Hour (Sundays/Holidays) (R.)					
Call-out rate/Hour (Emergency) (R)					
Call-out rate/Hour (After Hours) (R)					
Travel/Km (Rate) (R.)					
Mark up Rate (Consumables) (%)					

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	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  <input type="checkbox"/> Yes <input type="checkbox"/> No		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<p><b>1.1.1.1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>1.1.1.2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
--	---	---	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. 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, 2022, 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:

.....

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

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

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



**ATNS FORM D**

**DISCLOSURE OF GROUP/COMPANY STRUCTURE**

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

2.1 Full Name of bidder or his or her representative:  
 .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
 .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

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

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


**3 DECLARATION**

I, THE UNDERSIGNED

(NAME).....

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## 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 **Error! Reference source not found.**
- 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.

## 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 interest<sup>1</sup> 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

---

<sup>1</sup> 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 consortium<sup>2</sup> will not be construed as collusive bidding.

\_\_\_\_\_

<sup>2</sup> 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.

- 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 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



**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**  
*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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
<b>PRICE</b>	80/90
<b>SPECIFIC GOALS</b>	20/10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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

- (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:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	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)		20		

**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: .....

.....

.....

.....

.....

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon

me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement
  - 1.1 Bidding documents, viz
    - 1.1.1 Invitation to bid;
    - 1.1.2 Tax clearance certificate;
    - 1.1.3 Pricing schedule(s);
    - 1.1.4 Filled in task directive/proposal;
    - 1.1.5 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - 1.1.6 Declaration of interest;
    - 1.1.7 Declaration of bidder's past SCM practices;
    - 1.1.8 Certificate of Independent Bid Determination;
  - 1.2 General Conditions of Contract and
  - 1.3 Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid

5. I confirm that I am duly authorized to sign this contract.

NAME .....  
 (PRINT)  
 CAPACITY .....  
 SIGNATURE .....  
 NAME OF .....  
 FIRM  
 DATE .....

WITNESSES	
1.....	
2.....	

**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

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

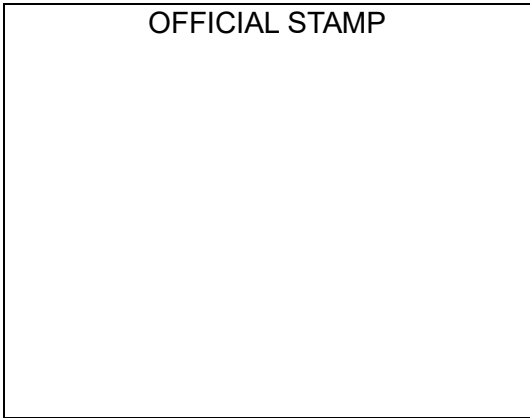
SIGNED AT ..... ON  
.....

NAME .....  
(PRINT) ...

WITNESSES
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SIGNATUR .....  
E ...



1.....  
2.....  
DATE.....  
...