

AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD

REPUBLIC OF SOUTH AFRICA



REQUEST FOR PROPOSALS

ATNS/FACILITIES/RFP022/24/25. BUILT_ENVIRONMENT_PROFESSIONALS

THE APPOINTMENT OF A PANEL OF BUILT ENVIRONMENT PROFESSIONALS SERVICES CONSULTANTS IN ALL NINE (9) PROVINCES OF SOUTH AFRICA FOR ATNS FOR A PERIOD OF FIVE (5) YEARS ON “AS AND WHEN” REQUIRED BASIS.

SEPTEMBER 2024

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.

**THE APPOINTMENT OF A PANEL OF BUILT ENVIRONMENT PROFESSIONALS SERVICES CONSULTANTS
IN ALL NINE (9) PROVINCES OF SOUTH AFRICA FOR ATNS FOR A PERIOD OF FIVE (5) YEARS ON “AS
AND WHEN” REQUIRED BASIS.**

RFP REFERENCE NUMBER:	ATNS/FACILITIES/RFP022/24/25/BUILT_ENVIRONMENT_PROFESSIONALS
PUBLICATION DATE:	23 September 2024
CLOSING DATE:	16 October 2024
CLOSING TIME:	14h00, CAT (not late, electronic and or facsimile responses will be accepted)
NON-COMPULSORY VIRTUAL BRIEFING SESSION VIA MS TEAMS PLATFORM:	<p>DATE: 03th of October 2024 TIME: 10:00 to 11:00</p> <p>Bidders who are interested to attend must send an email to Tenders@atns.co.za and BusisiweMo@atns.co.za to receive invite.</p> <p>Last date for requesting for the link is on the 01st of October 2024 @ 16:00</p>
BID VALIDITY PERIOD:	120 days (Commencing from the closing date)
DESCRIPTION:	The appointment of a Panel of Built Environment Professionals Services Consultants in all nine (9) provinces of South Africa for ATNS for a period of five (5) years on “as and when” required basis.
DEPOSITED IN THE BID BOX SITUATED AT:	<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 to tenders@atns.co.za to express their interest to do so.</p> <p>On the email Bidders must specify on the subject line – the tender number and description. Deadline for requesting the link is two days (11th of October 2024) before closing date, email sent after this deadline will not be attended to</p>
PROCUREMENT SPECIALIST:	Busisiwe Molapisi
E-MAIL:	BusisiweMo@atns.co.za

THE FOLLOWING PARTICULARS MUST BE FURNISHED

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	

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 Bid (RFB).

This RFB is for the confidential use of only those persons/companies who are participants of this RFB. 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 finalization of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.

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

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1. SECTION A: INTRODUCTION AND BACKGROUND

1.1. Background and Introduction

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 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.com.

1.2. Purpose of the Bid

ATNS invite Panel of Built Environment Professionals Services Consultants in all nine (9) provinces of South Africa for ATNS for a period of five (5) years as and when" required basis.

2. SECTION B: SCOPE OF WORK

2.1. Detailed Scope of Work

2.1.1. Air Traffic and Navigation Services (ATNS) seek to create a panel of Built Environment Professional Services Consultants in all nine (9) provinces of South Africa for a period of Five (5) years. The Professional Services Consultants will be assisting ATNS with upgrading, extension of existing assets, rehabilitations and refurbishment of existing assets, and repair and maintenance of existing assets.

2.2. Scope of work and specifications

2.2.1. Key Deliverables

The proposal from bidders should cover the following minimum key deliverables:

- Conduct Feasibility and Viability Studies
- Design Concept and Development
- Developing scope and specifications of work for tender.
- Prepare Costing of projects.
- Manage the project from initiation to close-out phase where applicable.
- Project Quality Control
- Certify payments in line with project phases and budget.
- Carry Detailed Building Condition Assessments.
- Commissioning and certification of installed building services
- Prepare maintenance schedule for assets.

2.3. Technical Legislation and/or Standards

Bidders should be cognisant of all legislation and/or standards specifically applicable to the services. **Acts** (this list is not exhaustive.

- 2.3.1. Architectural Profession Act, 2000 (Act No. 44 of 2000),
- 2.3.2. Landscape Architectural Profession Act, 2000 (Act No. 45 of 2000),
- 2.3.3. Engineering Profession Act, 2000 (Act No. 46 of 2000),
- 2.3.4. Project and Construction Management Profession Act, 2000 (Act No. 48 of 2000),
- 2.3.5. Quantity Surveying Profession Act, 2000 (Act No. 49 of 2000),
- 2.3.6. Construction Industry Development Board Act, 2000 (Act No. 38 of 2000),
- 2.3.7. Planning Professions Act, 2002 (Act No. 36 of 2002).
- 2.3.8. Occupational Health and Safety Act, 1993 (Act No 85 of 1993).
- 2.3.9. SANS 10400.

2.3.10. National Environmental Management Act (NEMA) , Act No. 107 of 1998 or as amended.

2.4. Expertise Required

The service providers on the panel of Built Environment professionals will provide “NORMAL” professional services as detailed in the Government Gazette of each discipline, where applicable. The appointment may include any specialised sub- consulting within the built environment. The service providers will be selected and appointed from the panel of service consultants for project stages 1 – 6 (Inception; Concept and Viability; Design Development; Documentation and Procurement; Construction and Close Out) or any of the specific above mentioned or additional stages thereof in the specific category as dictated by the scope of the project.

The required consulting services within the built environment and related works include: -

2.4.1. Engineering Services:

- Structural Engineering.
- Civil Engineering.
- Wet Services Engineering.
- Mechanical Engineering.
- Electrical Engineering.
- Fire Engineering.
- Acoustics Engineering
- Geotechnical Engineering
- Traffic Engineering
- Other (as specified or required)

2.4.2. Quantity Surveying.

2.4.3. Architectural Consultancy.

2.4.4. Space Planning.

2.4.5. Interior Designing.

2.4.6. Land Scape Architectural Consultancy.

2.4.7. ICT & Audio-Visual Consultancy.

2.4.8. Security Consultancy.

2.4.9. Environmental Consultancy.

2.4.10. Occupational Health and Safety Consultancy.

2.4.11. Planner/ Scheduler Consultancy.

2.4.12. Town and Regional Planning.

- 2.4.13. Project Risk Management Consultancy.
- 2.4.14. Development Management.
- 2.4.15. FFE Consultancy.
- 2.4.16. Procurement Consultancy.
- 2.4.17. Commercial Real Estate Brokering.
- 2.4.18. Construction Legal Services.
- 2.4.19. Property Legal Services.
- 2.4.20. Project and Construction Management.
- 2.4.21. Facilities Management Consultancy.
- 2.4.22. Transactional Advisory

The appointed bidders on the built environment panel will be expected to value engineer all designs and works to the benefit of ATNS as the client.

2.5. Bidders' responses / documentation required

Bidders may submit proposals in respect of any one (1) or more of the twenty-four (24) categories listed below.

Bidders must complete **Annexure A** and clearly indicate the categories they are bidding for as well as proof of geographical location of their organisation's office physical address for each province they are bidding for.

Bidders must submit all the required information for each category they are bidding for. Each category will be evaluated independent of each other, and it is therefore important that Bidders respond to all the required information separately should they be submitting proposals in more than one category.

- 2.5.1. **CATEGORY 1- Structural Engineering.**
- 2.5.2. CATEGORY 2- Civil Engineering.
- 2.5.3. CATEGORY 3- Wet Services Engineer.
- 2.5.4. CATEGORY 4- Mechanical Engineering.
- 2.5.5. CATEGORY 5- Electrical Engineering.
- 2.5.6. CATEGORY 6- Fire Engineering.
- 2.5.7. CATEGORY 7- Acoustics Engineer.
- 2.5.8. CATEGORY 8- Geotechnical Engineer.
- 2.5.9. CATEGORY 9- Traffic Engineer.
- 2.5.10. CATEGORY 10- Quantity Surveying Services.
- 2.5.11. CATEGORY 11- Architectural Services.
- 2.5.12. CATEGORY 12- Space Planner.
- 2.5.13. CATEGORY 13- Interior Designing.

- 2.5.14. CATEGORY 14- Landscape Architecture.
- 2.5.15. CATEGORY 15- ICT & Audio-Visual Consultants.
- 2.5.16. CATEGORY 16- Security Consultant.
- 2.5.17. CATEGORY 17- Environmental Consultant.
- 2.5.18. CATEGORY 18- Occupational Health and Safety Consultant.
- 2.5.19. CATEGORY 19- Planner/ Scheduler.
- 2.5.20. CATEGORY 20- Town and Regional Planner.
- 2.5.21. CATEGORY 21- Project Risk Management Consultant.
- 2.5.22. CATEGORY 22- Development Manager.
- 2.5.23. CATEGORY 23- Furniture, Fixture and Equipment Consultant.
- 2.5.24. CATEGORY 24- Procurement Consultant.
- 2.5.25. CATEGORY 25- Commercial Real Estate Broker.
- 2.5.26. CATEGORY 26- Construction Legal Services.
- 2.5.27. CATEGORY 27- Project and Construction Management Services.
- 2.5.28. CATEGORY 28- Transactional Advisory Services.
- 2.5.29. CATEGORY 29- Facilities Consultancy.
- 2.5.30. CATEGORY 30 – Property Legal Services
- 2.5.31. CATEGORY 30 – Facilities Management Company Profile**

Bidders company profile should demonstrate the bidders' years of professional experience by providing proof of:

- The Bidders ability to provide professional design and engineering services within the category the bidder is bidding for.
- Demonstrating the bidders experience by providing detailed information on at least three (3) projects, in the last five years where the bidder was involved in the planning or and execution of professional disciplines in the bidding category by describing the level of involvement (services undertaken & company capacity to deliver such services). Furthermore, client references, value of project executed, and year completed must be provided.
- South African Province(s) you are bidding to operate from. Provide proof of provincial footprint of the province(s) you are bidding for.

2.6. Kindly select the province you are bidding for.

Province	Select
Gauteng	
Limpopo	
North-west	
Mpumalanga	
Northern Cape	
Western Cape	
Eastern Cape	
Kwa-Zulu Natal	
Free-State	

NB: Bidders to indicate which province are they tendering for, failure to indicate the province tendering for will result in disqualification.

During the project, should we not find a specific consultant or service ATNS will source the required consultant's country wide. **As an when required bidders will be required to provide fee proposals for every planned project.**

2.7. Requirements

Bidders should provide a detailed (non-generic) Bid Proposal that is purpose-written for this bid submission that demonstrate with evidence of the following:

- 2.7.1.** Understanding of the bid requirements.
- 2.7.2.** The client brief.
- 2.7.3.** Project execution plan per category, including deliverables.
- 2.7.4.** Fees proposal including disbursements.

2.8. Capacity of the firm, in a form of organogram including CVs, that will be committed to any project. Resources.

The Bidders are required to provide the following information for each bidding category:

The CV of the registered principal indicating details of their experience in the respective category. The registered principal should have a minimum of five (5) years post registration & PPE/ APC (Professional Practice Exam / Assessment of Professional Competency) relevant working experience in the selected category.

The details of a Key Account Manager that will be the ATNS contact person. Only one Account Manager is required irrespective of the number of categories applied for, however this information should be provided in each category.

The CV of all registered professionals in the entity relevant to the bidding category (excluding the Principal Accountable Professional indicated above). These CVs should demonstrate the experience of each resource where similar work was done.

2.9. Project stages

Below is the standard project lifecycle as stipulated by Professional Consultants Services Agreement Committee (PROCSA). Successful bidders must note that they may be contracted for one or all of the following stages to render their professional services. Furthermore, additional services not covered by PROCSA project life cycle may be required by ATNS, of which any successful bidder may be contracted for.

Stage 1: Appraisal and Definition of The Project

Stage 2: Design Concept and Viability

Stage 3: Design Development

Stage 4: Contract Documentation

Stage 5: Contract Administration

Stage 6: Close Out Project

2.10. References from Clients

Bidders are required to provide the name(s) of at least three (3) clients to whom similar services as per the selected category has been rendered. These are to be clearly placed under the folder that the bidder is bidding for to prevent confusion during tender evaluation stage.

Bidder's reference should include the information below for each of the 3 references per category:

- the name of the client, and contact person with contact details (contact number &/or email address),
- the duration of the bidder's contract with the client related to the relevant category,
- a brief description of all services provided to such company related to the relevant category,
- level of performance related to the relevant category indicating: Excellent, Good or Poor.

2.11. Condition of applicable to appointment

ATNS reserve the right to request one service provider on the built environment panel to work with another service provider on another built environment panel or as independent professional (e.g., where the landlord has its own independent professional service provider/in-house engineers) where the circumstances permit, the terms and conditions will be determined by ATNS.

Bidders are encouraged to support the development and employment of Historically Disadvantaged People.

ATNS further reserves the right during the term of the appointment of the built environment panel, if necessary, to appoint a service provider outside the approved panel for purposes of rendering the services to ATNS, subject to the necessary procurement processes being followed.

All rates quoted are subject to negotiations and will not exceed the gazetted rates guidelines issued by professional service organizations or regulatory bodies, as may be relevant.

2.12. Duration of the Contract

ATNS invite Built Environment Professionals Services Consultants in all nine (9) provinces of South Africa for ATNS for a period of five (5) years

2.13. General Administrative Instructions

Correspondence during Bid Period

- a) All correspondence, in the “Form of Questionnaire” with the Company during the Bidding period in connection with the Bid Documents, shall be made as follows:

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

- a) Procurement Specialist: Busisiwe Molapisi - BusisiweMo@atns.co.za

2.13 All correspondence shall be made as follows:

- RefNo: **ATNS/FACILITIES/RFP022/24/25.BUILT_ENVIRONMENT_PROFESSIONALS**
- Date: Day Month Year
- To: ATNS SOC Limited
- From: Name of Bidder

Subject: The appointment of a Panel of Built Environment Professionals Services Consultants in all nine (9) provinces of South Africa for ATNS for a period of five (5) years on “as and when” required basis. All correspondence must be sent by email to BusisiweMo@atns.co.za and CC tenders@atns.co.za.

2.14 Failure to adhere to Instructions.

Failure to adhere to the bid submission instructions shall result in the bid being rendered nonresponsive and eliminated from further evaluation.

2.15 Preparation of bid

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

- a) **Parcel A - Commercial Proposal; Financials and Pricing Structure (Response to Volume 1A, 1B and 1C).**

- b) **Parcel B Functional Proposal: Response to the Scope – labelled and tabbed as per Volume 1A, 1B and 1C.**

Reference	Requirement
Volume 1 A	Bidders shall submit a complete and comprehensive response on all aspects of the tender issued to provide ATNS with a solution required.
Volume 1 A	South African companies shall submit their central supplier database summary reports, Tax Compliance Report and PIN, ID copies, Banking Details, and company registration docs
Volume 1 C	Pricing Schedule (on a separate envelope)
Parcel B	Response to the Technical Requirements

2.16 Fraud And Corruption

- a) 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.

2.17 Non-Compulsory Briefing Session

VIRTUAL BRIEFING SESSION VIA MS TEAMS PLATFORM

DATE: 03rd of October 2024

TIME: 10:00 to 11:00

2.18 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 busisiwemo@atns.co.za or tenders@atns.co.za not later than 16:00 CAT on the 11st of October 2024. A reply will be published on the ATNS website www.atns.co.za under the Tenders section. The bid reference number could 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.

2.19 Submitting Bids

Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to tenders@atns.co.za/BusisiweMo@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. In case submitting hard copies, Bids shall be submitted in two separate Parcels. Parcel A shall be Response to Volume 1A, 1B and 1C. Each parcel shall contain; 1 (one) original and Two (2) copies i.e., 3 (Three) Documents and soft copy (PDF format) on a movable storage medium (USB, each sealed and addressed in accordance with the following requirements:

- 2.19.1 The name and address of the Bidder.
- 2.19.2 The Bid Number.
- 2.19.3 The closing date of the Bid is indicated on the envelope.
- 2.19.4 A Cover Letter, signed by the authorized representative of each member of the Bidding Entity, Consortium or Joint Venture, which shall contain:
- 2.19.5 List of Bid Proposal Documents and an Index of the contents therein.
- 2.19.6 Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
- 2.19.7 The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 2.19.8 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 1/3".
- 2.19.9 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.
- 2.19.10 No Bids forwarded by telegram, telex, facsimile, e-mail, or similar medium will be considered.
- 2.19.11 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 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.
- 2.19.12 Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.

- 2.19.13 The original copy **MUST BE SIGNED IN BLACK INK** by an authorized employee, agent or representative of the Bidder and initialized on each page of the Bid Response.
- 2.19.14 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a “late proposal/response” and will not be entertained. Such proposal will be returned to the respective bidders.

2.20 Submission of Bid:

The Bid Documents shall be hand delivered to:
ATNS SOC Limited,
Eastgate Office Park, Block C,
South Boulevard Road,
Bruma,
2298
South Africa.

- 2.20.1 No later than 14h00, CAT on **16 October 2024**, Central African Time at which time the Bid Proposals will be collected.
- 2.20.2 Bidders should allow time to access the premises due to security arrangements that need to be observed.

2.21 Late Bids

- 2.21.1.1 Bids received late shall not be considered. A bid will be considered late if it arrives even one second after closing time or any time thereafter. The tender (bid) box shall be locked at exactly **14:00** CAT and bids arriving late will not be considered under any circumstances.
- 2.21.1.2 Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.

2.22 Negotiation and Contracting

- 2.22.1.1 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.
- 2.22.1.2 ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.

- 2.22.1.3 A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties. The designated responsible person of ATNS is the Chief Executive Officer (CEO) or his written authorised delegate.
- 2.22.1.4 Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

2.23 Reasons for rejection

- 2.23.1.1 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.
- 2.23.1.2 ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
 - 2.23.1.3 Have abused the SCM system of ATNS.
 - 2.23.1.4 Have committed proven fraud or any other improper conduct in relation to such system.
 - 2.23.1.5 Have failed to perform on any previous contract and the proof exists.
 - 2.23.1.6 Such actions shall be communicated to the National Treasury.

2.24 Cancellation of procurement process

- 2.24.1.1 This procurement process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering a contract with a specific service provider to which the bid relates.

2.25 Contract Terms

- 2.25.1.1 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, the Bidder will be advised as soon as possible.
- 2.25.1.2 The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in Volume 1B. 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.

2.25.1.3 All designs and documentation will be the property of ATNS.

2.26 Disclaimer

2.26.1.1 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.

2.27 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.

3. BID EVALUATION PROCESS

3.1. Bid Evaluation Process

The evaluation process for this tender will be conducted in three (3) distinct stages as follows:

3.1.1. Stage 1: Administrative Requirements

All prospective bidders must comply with the following administrative requirement:

- (1)** Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- (2)** Fully completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD 3.3, SBD 4, and SBD 6.1): duly completed and signed by the duly authorised person.
- (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.

3.2. Stage 2: Mandatory requirements

All prospective bidders must comply with the following mandatory requirements to be considered further in the procurement process under the stage 3.

3.2.1. Mandatory Requirements

Mandatory Criteria	Proof Required
<p>A bid that fails to meet any of the mandatory requirements stipulated in the tender documents is NOT an acceptable tender and will result in the immediate disqualification of a Bidder.</p> <p>Proof of a valid Professional registration with the applicable professional body for the registered principal for each selected category the Bidder is bidding for:</p> <ul style="list-style-type: none"> • Structural engineering - The Engineering Council of South Africa (ECSA) • Civil engineering - The Engineering Council of South Africa (ECSA) • Wet Services Engineer - The Engineering Council of South Africa (ECSA) • Mechanical engineering - The Engineering Council of South Africa (ECSA) • Electrical engineering - The Engineering Council of South Africa (ECSA) • Fire engineering - The Engineering Council of South Africa (ECSA) • Quantity Surveying Services - The South African Council for the quantity surveying profession (SACQSP) • Architectural - The South African Council for the Architectural Profession (SACAP) • Project and Construction Management - The South African Council for Project and Construction Management Professions (SACPCMP). Occupational Health and Safety Agent - The South African Council for Project and Construction Management Professions (SACPCMP). 	<p>Yes, bidder to provide proof of a valid Professional registration with the applicable professional body for the registered principal for each selected category the Bidder is bidding for:</p> <p>Structural engineering - The Engineering Council of South Africa (ECSA)</p> <ul style="list-style-type: none"> • Civil engineering - The Engineering Council of South Africa (ECSA) • Wet Services Engineer - The Engineering Council of South Africa (ECSA) • Mechanical engineering - The Engineering Council of South Africa (ECSA) • Electrical engineering - The Engineering Council of South Africa (ECSA) • Fire engineering - The Engineering Council of South Africa (ECSA) • Quantity Surveying Services - The South African Council for the quantity surveying profession (SACQSP) • Architectural - The South African Council for the Architectural Profession (SACAP) • Project and Construction Management - The South African Council for Project and Construction Management Professions (SACPCMP). Occupational Health and Safety Agent - The South African Council for Project and Construction Management Professions (SACPCMP).
<p>A proof of company footprint in a form of valid lease agreement or local municipal rates and taxes statement will be required</p>	<p>Yes, bidder to provide proof of address or Lease agreement, local municipal rates and taxes statement</p>

- **Failure to submit the above documents will result in the bidder being disqualified**

3.3. Stage 3: Functional requirements

3.3.1. The technical evaluation scores are weighted at 100% as it was indicated in the tender instructions. Bidders meeting minimum qualifying threshold of 70% will qualify to be on the panel.

Evaluation Criteria Guidelines	Evaluation Criteria	Weighting
Description of qualifications, area of expertise and experience of the key personnel that will be involved in the project, when appointed.	If at least one resource, with at least Five (5) years or greater, relevant experience: Compliant (C) (45%)	45%
	If at least one resource who has three (3) but less than five (5) years relevant experience: Partially Compliant (PC) (15%)	
	If at least one resource has less than three (3) years or no relevant experience: Non-Compliant (NC) (0%)	
Provision of record for at least three (3) projects involved in as per your professional discipline. The record shall include and address the following: <ul style="list-style-type: none"> • Provision of supporting evidence on experience and background as a professional consultant on built environment projects. • Final cost of project at completion that the bidder was involved in as a professional consultant from start to finish. • Your entities' company profile. • Completed projects' Client names and contact details. 	If a complete record as per guideline and evidence is provided of at least three (3) relevant projects: Compliant (C) (55%)	55%
	If a limited record as per guideline and evidence is provided for less than three (3) relevant projects: Partially Compliant (PC) (20%)	
	If no record and evidence is provided for relevant projects: Non-Compliant (NC) (0%)	

Evaluation Criteria Guidelines	Evaluation Criteria	Weighting
<ul style="list-style-type: none"> • Clients' reference for completed projects in the last five (5) years. Bidder's reference should include the information below for each of the 3 references per category: <ul style="list-style-type: none"> - - The name of the client, and contact person with contact details (contact number &/or email address), - The duration of the bidder's contract with the client related to the relevant category, - A brief description of all services provided to such company related to the relevant category, - Level of performance related to the relevant category indicating: Excellent, Good or Poor. 	<p>Bidders are required to provide the name(s) of at least three (3) clients to whom similar services as per the selected category has been rendered. These are to be clearly placed under the folder that the bidder is bidding for to prevent confusion during tender evaluation stage.</p>	
Threshold		70%
Total		100%

4. SECTION D: 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:	14:00
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 07 WESSEL ST, RIVONIA, SANDTON, 2128					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <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:

\

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE:

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN	RSA
CURRENCY			
		*** (ALL APPLICABLE TAXES INCLUDED)	

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
	R.....	R.....
	R.....	R.....
	R.....	R.....
	R.....	R.....
	R.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R.....	.....days
R.....	.....days
R.....	.....days
R.....	.....days

5.1. Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF THE EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
	TOTAL		.....

***"all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2. Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF THE EXPREENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
	TOTAL		

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated man-days for completion of project
- 8. Are the rates quoted firm for the full period of contract? *YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index
.....
.....
.....
.....

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

¹ 1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.1.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1. I have read and I understand the contents of this disclosure.
- 3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5. 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

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.

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**
 - 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

- (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:

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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)	20,00	

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties

- 25. Force Majeure
- 26. Termination for insolvency
- 27. Settlement of disputes
- 28. Limitation of liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 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 anything 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 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 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 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 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 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 fulfilment 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 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

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. Limited liability

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

- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 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. Prohibition of Restrictive practices

- 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.

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

PROTECTION OF PERSONAL INFORMATION

- 1.1 The Service Provider shall ensure that its employees, representatives, and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.

- 1.2 The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.

- 1.3 Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:

- 1.3.1 process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information.
- 1.3.2 without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
- 1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and
- 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
- 1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.
- 1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause.
- 1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to

any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.

- 1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

POPIA CONSENT

- 1.8 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
 - 1.8.1. The information is voluntarily supplied, without undue influence from any party; and
 - 1.8.2. The information is necessary for the purposes of the engagement with ATNS.

- 1.9. **The tenderer acknowledges that he /she is aware of his/her right to:**
 - 1.9.1. Access the information at any reasonable time for the purposes of rectification thereof.
 - 1.9.2. Object to the processing of the information.
 - 1.9.3. Lodge a complaint with the Information Regulator.

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

ATNS/FACIL

ember 2024

