

AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD

REPUBLIC OF SOUTH AFRICA



**APPOINTMENT OF A SERVICE PROVIDER TO RENDER GARDENING AND
LANDSCAPING SERVICES AT ATNS OR TAMBO INTERNATIONAL AIRPORT
CONTROL CENTRE, LOCAL AND REMOTE SITES FOR A PERIOD OF FIVE (5)
YEARS**

**REQUEST FOR PROPOSAL: ATNS/HO/RFP001/2022/23/GARDENING_LANDSCAPING
FAOR**

JUNE 2022

VOLUME 1A

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

APPOINTMENT OF A SERVICE PROVIDER TO RENDER GARDENING SERVICES AT ATNS OR TAMBO INTERNATIONAL AIRPORT CONTROL CENTRE, LOCAL AND REMOTE SITES FOR A PERIOD OF FIVE (5) YEARS	
RFP REFERENCE NUMBER:	ATNS/HO/RFP001/2022/23/GARDENING_LANDSCAPING FAOR
CLOSING DATE OF TENDER / SUBMISSION OF BID:	22 nd July 2022
IMPONTANT NOTICE	The successful service provider must ensure that staff will obtain and maintain ACSA permanent permits for access to OR Tambo International Airport airside. One Permit cost R340.00 per head.
CLOSING TIME:	13h00, CAT (no late, and facsimile responses will be accepted.
COMPULSORY BRIEFING SESSION AND SITE INSPECTION	DATE: 04 th July 2022 VENUE: ATNS, O. R. Tambo International Airport Gate 14 Bonaero Drive, Bonaero Park, Kempton Park, 1619 TIME: 12h00-13:30h00
BID VALIDITY PERIOD:	• 180 days (Commencing from the closing date)
RETURNABLE DOCUMENTS	• Valid SARS pin • Valid BBBEE certificate (SANAS approved) or Sworn Affidavit. • Latest CSD report • Fully completed and signed SBD. • General Conditions of Contract (GCC)
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO RENDER GARDENING SERVICES AT ATNS OR TAMBO

	INTERNATIONAL AIRPORT CONTROL CENTRE, LOCAL AND REMOTE SITES FOR A PERIOD OF FIVE (5) YEARS
DEPOSITED IN THE BID BOX SITUATED AT:	ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298 OR Should a bidder require to submit their documents online, they must send an email to busisiwemo@atns.co.za and cc tenders@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. DEADLINE FOR REQUESTING THE LINK IS 2 DAYS BEFORE CLOSING DATE, EMAIL SENT AFTER THIS DEADLINE WILL NOT BE ATTENDED TO. THE DOCUMENT MAY BE STILL SUBMITTED MANUALLY ON CLOSING DATE.
PROCUREMENT SPECIALIST:	Busisiwe Molapisi
TELEPHONE:	(011) 607 1125 NB due to COVID 19 Pandemic, only contact via e-mail.
E-MAIL:	
THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)	

BIDDING STRUCTURE

PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER	
Indicate the type of Bidding/Biding Structure by marking with an 'X'	
Individual	
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	

Joint Venture or Consortium, indicate the name/s of the partners:

Company Name	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	
HAS A VALID TAX COMPLIANCE STATUS AND PIN BEEN SUBMITTED FOR INDIVIDUAL BIDDER, CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO
HAS A JOINT B-BBEE CERTIFICATE/SWORN AFFIDAVIT BEEN SUBMITTED FOR CONSORTIUM/JOINT VENTURE BIDDERS	
YES	NO
IF JOINT VENTURE OR CONSORTIUM-HAS A SIGNED AGREEMENT INDICATING WORKSPLIT % AND WORK PLAN SUBMITTED	
YES	NO
HAS A LIST OF SUBCONTRACTORS INDICATING SUBCONTRACTING PERCENTAGE % INDICATED	
YES	NO
HAS A TAX COMPLIANCE REPORT AND PIN BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO

SIGNATURE OF BIDDER:

DATE:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

IMPORTANT NOTICE

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

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

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

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

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1. GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

1.1 Background and Introduction

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

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

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

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

Vision

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

Mission

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

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

- Fairness and consistency
- Open and effective communication

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

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

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

Regulated Business

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

Air navigation services and infrastructure

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

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

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

Air traffic service charges

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

Training institution

ATNS runs a successful training institution as a division within the Company, namely: the Aviation Training Academy (ATA). The ATA provides a full range of air traffic services training, technical support training and related training to delegates in South Africa and the broader African continent in the disciplines of engineering, air traffic services and management. The ATA is an ISO9001:2015 accredited institution and has international cooperation agreements in place with partners, enabling the academy to maintain mutually beneficial partnerships in the presentation and accreditation of international courses in air traffic services (ATS). The ATA is a world-renowned academy, and in both 2012 and 2013 was formally recognized as the International Air Transport Association (IATA) Worldwide Top Regional Training Partner.

Non-Regulated Business

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

Additional information is available on ATNS website – www.atns.co.za

1.2 Purpose of the Bid

The air traffic and navigation services (ATNS) seek to appoint a well-established, Small and Medium Enterprises and reputable service provider for appointment of a service provider to render gardening services at ATNS or Tambo International Airport Control Centre, Local and Remote Sites for a Period of Five (5) years.

1.2.1 Project objectives

- a. Gardening and landscaping Services bid is aimed at assisting ATNS accomplish its risk management objectives by ensuring that **ATNS OR TAMBO Control Centre** and its remote sites' Gardens are treated kept in human habitable conditions and in line with environmental requirements.
- b. The objective of this bid is to appoint a suitable Gardening and landscaping Services provider that can provide assurance to ATNS Management in discharging its responsibilities regarding Gardening and landscaping. The bidder must demonstrate the capability to perform effective Gardening and landscaping Services in accordance with all legal and statutory requirements.
- c. The Gardening and landscaping Services function is to assist ATNS to accomplish its risk management objectives by insuring the effectiveness of Gardening and landscaping Services within ATNS OR Tambo and local sites.

1.2.2 Contractors' Responsibilities

- a. Maintain the clean and neat gardening at ATNS Operations Complex and its remote sites as applicable in a sustainable manner while ensuring compliance to general safety and aviation related legislation.
- b. Be fully responsible for meeting all requirements in this document regarding the Works.
- c. Ensure that all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply.
- d. Conduct any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
- e. Conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
- f. Be fully responsible for obtaining (and keeping up to date with) said requirements above.
- g. Be responsible for providing staff which are sufficiently skilled and qualified for

successful execution of the works.

- h. At all times remain responsible to ensure that the staff compliment is sufficient to maintain the service levels and system performance.
- i. Continuously ensure that all staff is suitable, able and competent for the duties required of them.
- j. Continuously ensure that all staff is knowledgeable and trustworthy.
- k. Further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.
- l. Ensure that all services are performed within the required Response Times as stipulated in Service Levels.
- m. Be responsible for holding all tools and/or special equipment that might be required for the execution of the works.
- n. Ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff are always immediately reachable via cell phone.
- o. Ensure that all staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).
- p. Ensure that Safety equipment are used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- q. Ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.
- r. Ensure that No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.
- s. Ensure that all relevant labour and safety legislation is adhered to in rostering staff.
- t. Ensure that No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

1.2.3 Scope of Work

The service provider is to provide a comprehensive Gardening and landscaping Services to ensure a neat, clean and healthy working environment.

- a. Provide Gardening and landscaping Services on specified sites listed hereto as Appendix B;
- b. Provide Herbicide (Roundup and Glyphos 360SL) as and when required
- c. Use environmentally friendly products to spray/treat for any Garden pests.

- d. All Gardens to be always clean and presentable.
- e. Provide additional Gardening and landscaping Services on Ad Hoc base at the remote sites as listed hereto as Appendix B;
- f. Provide overall costing as outlined hereto as Appendix C;

1.2.4 TECHNICAL SPECIFICATIONS

List below shows Gardening and landscaping requirements in each area:

1.2.4.1 Garden and Landscaping Service (Daily)

Sites	Garden and Landscaping Service Description	Estimated m ²	Frequency
a. ATNS OR Tambo Control Centre	Mowing lawn and cutting edges	6503m ²	Daily (Monday – Friday)
	Turning soil and removing weeds from existing flower beds.		
	Raking leaves, blowing pathways and gutters around office complex.		
	Trimming edges of ground cover.		
	Trimming plants and shrubs along the pathway to building entrance.		
	Pruning roses.		
	Trimming ivy along the southern security fence.		
	Trimming thorn trees along pathway.		
	Mowing lawn and cutting edges along northern border of ATNS premises.		
	Applying weed killer, insecticide as and when required on all plants and areas.		
	Maintenance of irrigation system.		

Table B1: Gardening and Landscaping Service (Daily)

1.2.4.2 Gardening and Landscaping Service (Weekly)

Sites	Gardening and Landscaping Service Description	Estimated m ²	Frequency
a. ATNS OR Tambo Control Centre (Outside Parking Area)	Cutting lawn on islands and one meter around the parking area to the right of the ATNS main gate.	1385m ²	Weekly (Once a week)
	Cutting lawn on two strips to the left of the ATNS main gate.		
	Trimming edges of area mowed.		
	Blowing cement gutters.		
	Clearing rubble (plastic, paper, etc.).		
	Applying weed killer, insecticide as and when required on all plants and areas.		

Sites	Garden and Landscaping Service Description	Estimated m ²	Frequency
b. VHF Receiver Station	Removing rubble (plastic, paper, etc.) around ATNS main security gate.	3200m ²	Weekly (Once a week)
	Sweeping/blowing paved area and street surrounding the security gate.		
	Applying weed killer, insecticide as and when required on all plants and areas.		

Table B2: Gardening and Landscaping Service Weekly (Once a week)

1.2.4.3 Gardening and Landscaping Service (Fortnightly)

Sites	Gardening and Landscaping Service Description	Estimated m ²	Frequency
RADAR JS-S BAND 1	Cutting lawn.	2100m ²	Fortnightly
	Trimming edges around trees and building.		
	Clearing grass around trees.		
	Blowing paved area around building.		
	Applying weed killer, insecticide as and when required on all plants and areas.		

Sites	Gardening and Landscaping Service Description	Estimated m ²	Frequency
Jasper	Cutting lawn.	700m ²	Fortnightly
	Trimming edges around building and fence.		
	Cutting grass at entrance gate to site.		
	Clearing rubble (plastic, paper, etc.).		
	Clearing grass from paved area.		
	Applying weed killer, insecticide as and when required on all plants and areas.		

Sites	Gardening and Landscaping Service Description		Estimated m²	Frequency	
ATNS OR Tambo Control Centre (SSS)	Clearing weeds and felt grass from area between fence and protection barrier.		1235m²	Fortnightly (Once every 2 weeks)	
	Clearing weeds and felt grass from protection barrier.				
	Clearing rubble (plastics, paper, etc.).				
	Blowing paved area around building.				
	Applying weed killer, insecticide as and when required on all plants and areas.				
Sites	Gardening and Landscaping Service Description		Estimated m²	Frequency	Distance (Km)

RADAR JS-S BAND 2	Cutting lawn.	5200m ²	Fortnightly	10
	Trimming edges around trees and building.			
	Clearing grass around trees.			
	Blowing paved area around building.			
	Applying weed killer, insecticide as and when required on all plants and areas.			

Sites	Gardening and Landscaping Service Description	Estimated m ²	Frequency	Distance (Km)
Isando Site	Clean area around diesel room.	9315m ²	Fortnightly	13
	Cleaning around antenna's and stay wires.			
	Keep area toward Andre Greyvenstein Road tidy and clean.			
	Mowing Lawn around building.			
	Trimming edges around trees, building and fences.			
	Trimming plants, shrubs and trees.			
	Turning soil in flower beds.			

Sites	Gardening and Landscaping Service Description	Estimated m ²	Frequency	Distance (Km)
Babsfontein Site	Mowing Lawn.	28060m ²	Fortnightly	28
	Trimming plants, shrubs and trees.			
	Trimming edges.			
	Turning soil in flower beds.			
	Applying weed killer around fences and on driveways.			
	Cleaning around antenna's and stay wires.			
	Cleaning around fence.			
	Applying weed killer to gravel.			
	Cleaning around antenna's and stay wires.			
	Keep site grass short.			

Table B3: Gardening and Landscaping Service (Fortnightly)**1.2.5 FIELD GRASS/FIRE BREAK MAINTENANCE (MONTHLY)**

The Service Provider will cut grass by mechanical means and or by combination of cut grass and controlled poisoning in order to protect against veld fires and supply the following services:

- All grass cutting done in compliance with: the National Veld and Forrest Fire Act 101 of 1998 (as amended from time to time or any law Enacted In Its place) and all regulations made or deemed to be made there under and in force from time to time as amended from time to time and all Local Government Ordinance's applicable to "The Site".
- All grass cut around structures inside the Property will be 2.1 meters wide from the structure.
- All grass cut on the outside perimeter of the Property will be cut and cleared of all flammable material to a width of 3.4 meters from the fence.
- All services so supplied must be completed by 31st of May each year.
- Any material cut or grassed or produced as result of the services rendered shall be collected, baled and furthermore be removed by the Service Provider within a reasonable time.

Sites	Field Grass Maintenance	Estimated m ²	Frequency	Distance (Km)
Isando Site:- Inside & Outside Camps	Cut grass by mechanical means and or by combination of cut grass and controlled poisoning.	±390123.40 m ²	Monthly	13
	Removal of grass and weeds.			
	Fence inspections.			
	Perimeter fire breaks.			
	Records will be kept in the Site Management Occurrence Book and e-mailed to ATNS on a monthly basis.			
	Firefighting unit required for this site.			

Sites	Field Grass Maintenance	Estimated m ²	Frequency	Distance (Km)
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Bapsfontein Site:- Inside Camps & Fire brakes	Cut grass by mechanical means and or by combination of cut grass and controlled poisoning.	±51768.52 m ²	Monthly	28
	Removal of grass and weeds.			
	Fence inspections.			
	Perimeter fire breaks.			
	Records will be kept in the Site Management Occurrence Book and e-mailed to ATNS on a monthly basis.			
	Firefighting unit required for this site.			

Sites	Field Grass Maintenance	Estimated m ²	Frequency	Distance (Km)
Delmas Site:- inside Camp & Fire brake	Cut grass by mechanical means and or by combination of cut grass and controlled poisoning.	±312864 m ²	Monthly	38
	Removal of grass and weeds.			
	Fence inspections.			
	Perimeter fire breaks.			
	Records will be kept in the Site Management Occurrence Book and e-mailed to ATNS on a monthly basis.			
	Firefighting unit required for this site.			

Sites	Field Grass Maintenance	Estimated m ²	Frequency	Distance (Km)
Witbank CVOR field grass (road to building)	Maintain road to Witbank building every second month to insure easy/quick access for personnel.	±1800 m ²	Monthly	150

Table B4: Garden and Landscaping Service (Monthly)

1.2.6 GENERAL

- 1.2.6.1 Explain their approach on Gardening and Landscaping Services, including audit methodology, nature, timing and extent of approaches to be followed;
- 1.2.6.2 Demonstrate experience and expertise in Gardening and Landscaping Services and compliance with applicable laws and regulations
- 1.2.6.3 The service provider must provide all equipment, materials, labour, and transport to comprehensively execute Gardening and Landscaping Services
- 1.2.6.4 The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.
- 1.2.6.5 Provide quoted prices which is inclusive of all items (preparation, material, labour and transport costs).
- 1.2.6.6 Provide quoted price which Include VAT and be valid for 180 days from closing date of the quotation.
- 1.2.6.7 All Gardening and Landscaping Services reports and working papers shall remain the property of ATNS.
- 1.2.6.8 The supplier must create and submit an OHS Safety file.
- 1.2.6.9 In carrying out the work, the successful service provider must ensure that staff will obtain and maintain 24 months ACSA permanent access permits for access to airside. Access Permit cost R 340.00 per head.

1.2.7 DELIVERIES

- 1.2.7.1 Deliveries must take place within 7 working days of placing an official order, except in emergency circumstance; delivery must be immediate.
- 1.2.7.2 The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS at **O.R. Tambo International Airport, Gate 14, Bonaero Dr, Bonaero Park. 1619.**
- 1.2.7.3 Delivery of Gardening and Landscaping related items must include the off-loading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.
- 1.2.7.4 Service provider must supply and ensure their own labour for the discharging of the Gardening and Landscaping services at the designated ATNS site.
- 1.2.7.5 ATNS FAOR will place orders as and when required during the contract period.
- 1.2.7.6 An official order must be issued before any delivery may be made to ATNS; Unless if it is in an emergency.

1.2.8 QUALITY

- 1.2.8.1** The delivery of services to ATNS Shall be carried out with best quality and to a high class of workmanship
- 1.2.8.2** Gardening and Landscaping products used at ATNS should be certified with SABS or equivalent, In the event where ATNS elects to accept an alternative product purported to be equal/similar by the tenderer, acceptance of the product(s) will be conditional on ATNS's inspection and testing after receipt.
- 1.2.8.3** If, in the sole judgment of ATNS, the product is determined not to be equal/similar, the item shall be collected by the service provider and a correct item need to be delivered
- 1.2.8.4** All work shall be carried out in accordance with prevailing industry norms and best practices.
- 1.2.8.5** The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- 1.2.8.6** ATNS may from time to time test the quality of the products and services, non-compliance may result in the termination of the contract.

1.2.9 SITE LOCATION

The successful service provider will be required to perform Gardening and Landscaping activities on the sites listed below on an **As and When required**. The distance to site as listed below is measured from OR TAMBO Control centre.

VHF Sites	Province	Distance (Km)	Frequency
VHF ELLISRUS	LIMPOPO	350	As and When
VHF GROOTHOEK	LIMPOPO	250	As and When
VHF HARTBEEFONTEIN	NORTH WEST	250	As and When
VHF JERICHO	MPUMALANGA	250	As and When
VHF KAAPSEHOOP	MPUMALANGA	350	As and When
VHF LEEUKOP	FREE STATE	220	As and When
VHF LOUIS TRICHARDT	LIMPOPO	430	As and When
VHF MAFIKENG FRS	NORTH WEST	340	As and When
VHF MAUCHSBERG	MPUMALANGA	300	As and When
VHF PHALABORWA	LIMPOPO	450	As and When
VHF POTGIETERSRUST	LIMPOPO	280	As and When

VHF RENOSTERKOP	FREE STATE	250	As and When
VHF VRYBERG	NORTH WEST	450	As and When
VHF WAKKERSTROOM	MPUMALANGA	350	As and When

1.2.10 MANAGEMENT

1.2.10.1 Planning and programming

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

1.2.10.2 Methods and procedures

ATNS might require the following from time to time:

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

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

1.2.10.3 Environment

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

At no time shall the Contractor:

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

1.2.10.4 Management meetings

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

1.2.10.5 ACSA Access Permits

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

1.2.10.6 Health and safety requirements and procedures

- a. The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard.
- b. All persons on company premises shall obey all health and safety rules, procedures and practices. A copy of the Safety Rules booklet is available on request from ATNS.
- c. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.
- d. The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced.
- e. The following areas in the company are declared as "HOT WORKS PERMIT" areas:
 - All basement areas
 - ATC Hall
 - Equipment Room
 - Tower
 - All enclosed areas

NOTE: Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

1.2.10.7 Protection of ATNS Employees

- a. The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
- b. The Contractor shall take special care in order not to harm or endanger ATNS employees in any way. Work shall be sufficiently hoarded and guarded in order to safeguard ATNS employees from injury relating to machinery, work or other.
- c. At no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.

1.2.10.8 Barricades and lighting

- a. Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

1.2.10.9 Operational hours

- a. Normal operational hours shall be from **07:30 to 16:00** weekdays.

1.2.10.10 SERVICE LEVELS

The following service levels are the minimum service levels acceptable to ATNS, service providers must be able to match or better the service levels.

1.2.5.10.1 Response Times

- a. It will be expected of the contractor to be available 24 hours a day, 7 days a week, 365 days a year to attend to all Pest Control maintenance work. When not on site the contractor has to ensure that they can still meet the specified service levels as stated in this contract.

- b. 100% of all calls must be responded to within 25min during normal working hours as per contract. 100% of all calls after hours must be responded to within 45 min when required on site. Response time shall be measured as the time taken from reporting the call to the maintenance contractor.
- c. 100% of all calls must be completed in 4 hours. Special arrangements will be made for all project related work and completion dates fixed at negotiation stages.
- d. ATNS will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to provide services.

1.2.5.10.2 RESOURCE PROPOSAL

- The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff and how/where they will be deployed and utilised under this contract.

2 ACQUISITION STRATEGY

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

3 GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

3.1 Correspondence during Bid Period

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:

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

Procurement Specialist: Busisiwe Molapisi – BusisiweMo@atns.co.za and cc tenders@atns.co.za to address below

ATNS Company Limited,

Eastgate Office Park, Block C,

South Boulevard Road,
Bruma
2298
South Africa

3.1.2 All correspondence shall be made as follows:

Ref No: ATNS/RFP054/21.22/FAOR_Gardening

Date : Day Month Year:

To : ATNS Company Ltd:

From : Name of Bidder:

Subject: **APPOINTMENT OF A SERVICE PROVIDER TO RENDER GARDENING AND LANDSCAPING SERVICES AT ATNS OR TAMBO INTERNATIONAL AIRPORT CONTROL CENTRE, LOCAL AND REMOTE SITES FOR A PERIOD OF FIVE (5) YEARS**

All correspondence may be sent by email to busisiwemo@atns.co.za and cc tenders@atns.co.za

3.2 Failure to Adhere to Instructions

FAILURE TO ADHERE TO THE FOLLOWING BID SUBMISSION INSTRUCTIONS SHALL RESULT IN THE BID BEING RENDERED UNRESPONSIVE AND ELIMINATED FROM FURTHER EVALUTION.

3.2.1 Preparation of Bid

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

- **Parcel A - Commercial Proposal; Financials and Price Structure (Response to Volume 1A, 1B, General Conditions on Contract and Pricing Schedule); and 1C**

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

Reference	Requirement	Comply	Do not comply
GCC	Bidders' acceptance of the National Treasury General Conditions of Contract (initialled at the bottom of all pages as acceptance)		
Volume 1 A	South African companies should submit original or certified copy of a valid B-BBEE Status Level Verification Certificate from SANAS and or valid EME Sworn Affidavit certified by the commissioner of oath (Mandatory) .		
Volume 1 A	The firm and the signing partner must be registered with IRBA. (Proof must be attached)- (Mandatory)		
Volume 1 A	Bidders shall submit completed and signed SBD Forms and Form D		
Volume 1 A	South African companies shall submit their: • Central Supplier Database summary reports • Tax Compliance Report and PIN; • ID copies of members/directors; • Banking Details; and • Company registration docs		

Volume 1B	ATNS Terms and Conditions of Contract		
Pricing Schedule	Pricing Schedule (in a separate envelope)		

4 BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

4.1 FRAUD AND CORRUPTION

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

4.2 CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to busisiwemo@atns.co.za and cc tenders@atns.co.za not later than 12:00 CAT on the 14th of July 2022. A reply will be published on the ATNS website www.atns.co.za under the Tenders section. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

4.3 SUBMITTING BIDS

- 4.3.1** Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to busisiwemo@atns.co.za and cc tenders@atns.co.za to express their interest to do so. A link will be shared with the supplier for uploading the documents on a secure online

portal. On the email Bidders must specify on the subject line – the tender number and description.

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

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

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

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

4.3.6 Points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.

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

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

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

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

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

4.3.12 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.

4.3.13 The Bid Documents shall be hand delivered to:

ATNS Company Limited,

Eastgate Office Park, Block C,

South Boulevard Road,

Bruma,

2298

South Africa.

4.3.14 No later than 13:00 CAT on 22nd July 2022, Central African Time at which time the Bid Proposals will be collected.

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

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

4.4 LATE BIDS

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

4.4.2 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.

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

4.5 NEGOTIATION AND CONTRACTING

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

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

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

4.6 REASONS FOR REJECTION

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

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

4.6.3 Have abused the SCM system of ATNS.

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

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

4.6.6 Such actions shall be communicated to the National Treasury.

4.7 CANCELLATION OF PROCUREMENT PROCESS

- 4.7.1** This procurement process can be postponed or cancelled at any stage.

4.8 CONTRACT TERMS

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

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

- 4.8.3** All documentations will be the property of ATNS.

4.9 DISCLAIMER

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

- 4.9.2** The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid

which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

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

5 EVALUATION PROCESS

5.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

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

5.2 TECHNICAL REQUIREMENTS, PRICE AND PREFERENCE POINTS

5.2.1 All remaining bids will be evaluated as follows:

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

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

5.2.4 **The Third stage**, bids will be evaluated in terms of the **80/20 preference point systems**. Only bids that provide all documentation requested for **Mandatory** will be evaluated in accordance with the **80/20** preference point system.

5.3 PREFERENTIAL PROCUREMENT REFORM:

THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PERTAINING TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2017.

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

In addition, the Preferential Procurement (PP) requirements as per the ATNS Procurement Policy which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration.

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

5.4 Bid Response Evaluation

5.4.1 The evaluation of responsive Bids shall be conducted by a panel (BSC) appointed by the Company following a Five-stage process as follows:

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

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

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

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

5.4.3 Second Stage: Technical Mandatory Requirements

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

Mandatory Criteria	Proof Required
Provide five (5) letters of proof of Previous Relevant experience (Gardening and landscaping Services) with contactable references. References must be in a form of a signed reference letters on a client's business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by closing date of this RFP.	Yes
The supplier must be registered with SACLAP (South African Council for the Landscape Architectural Profession) supported by a valid certificate confirming such registration OR Equivalent Certifications	Yes
The supplier must be registered with SALI (South African Landscapers Institute) supported by a valid certificate confirming such registration OR Equivalent Certifications	Yes
Provide Proof of existence of Gardening Vehicles (Tractor) (Proof for Gardening Vehicle must be in the form of 2 x RC1 certificates stating Title holders' details or lease agreement in case the vehicles are rented),	Yes
Provide Proof of existence of gardening and landscaping tools. proof of tools must be in the form a tool list supported by pictures of the gardening and landscaping tools or a lease agreement in case the gardening and landscaping tools are rented.	Yes

5.4.4 Third Stage – Price and B-BBEE Evaluation

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

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

B-BBEE status Level of Contributor	Number of Points (80/20 system)
1	20

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

- 5.4.4.3** A bidder shall not be awarded points for B-BBEE status level of contributor if the Bid documents indicate that the Bidder intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the Bidder qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- 5.4.4.4** The points scored by a tenderer for B-BBEE contribution will be added to the points scored for price.
- 5.4.4.5** The points scored will be rounded off to the nearest two decimal places.

5.4.5 APPENDIX C: PRICING SCHEDULES (All Prices must be VAT Inclusive).

Schedules Gardening and Landscaping Service Costing

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

NOTE: The scheduled costs must be inclusive of travel costs from and to sites.

5.4.5.1 Year 1: Garden and Landscaping Service Scheduled Costing

Daily (Monday – Friday)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre	6503m ²	0	R -	R -

Total including VAT:	R -
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Weekly (Once a week)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre (Outside Parking Area)	1385m ²	0	R -	R -
VHF Receiver Station	3200m ²	0	R -	R -

Total including VAT:	R -
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Fortnightly (Once every 2 weeks)

Sites Details	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
RADAR JS-S BAND 1	2100m ²	0	R -	R -
Jasper	700m ²	0	R -	R -
ATNS OR Tambo Control Centre (SSS)	1235m ²	0	R -	R -
RADAR JS-S BAND 2	5200m ²	10	R -	R -
Isando Site	9315m ²	13	R -	R -
Babsfontein Site	28060m ²	28	R -	R -

Total including VAT:	R -
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Monthly (Once every Months)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
Isando Site:- Inside & Outside Camps	±390123.40m ²	13	R -	R -
Bapsfontein Site:- Inside Camps & Fire brakes	±51768.52m ²	28	R -	R -
Delmas Site:- inside Camp & Fire brake	±312864m ²	38	R -	R -
Witbank CVOR field grass (road to building)	±1800m ²	150	R -	R -

Total including VAT:	R -
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Total Year 1 including VAT:	R -
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Table C1: Year 1 Costing**5.4.5.2 Year 2: Gardening and Landscaping Service Scheduled Costing**

Daily (Monday – Friday)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre	6503m ²	0	R -	R -

Total including VAT:	R -
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Weekly (Once a week)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre (Outside Parking Area)	1385m ²	0	R -	R -
VHF Receiver Station	3200m ²	0	R -	R -

Total including VAT:	R -
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Fortnightly (Once every 2 weeks)				
Sites Details	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
RADAR JS-S BAND 1	2100m ²	0	R -	R -
Jasper	700m ²	0	R -	R -
ATNS OR Tambo Control Centre (SSS)	1235m ²	0	R -	R -

RADAR JS-S BAND 2	5200m ²	10	R -	R -
Isando Site	9315m ²	13	R -	R -
Babsfontein Site	28060m ²	28	R -	R -

Total including VAT:	R -
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Monthly (Once every Months)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
Isando Site:- Inside & Outside Camps	±390123.40m ²	13	R -	R -
Bapsfontein Site:- Inside Camps & Fire brakes	±51768.52m ²	28	R -	R -
Delmas Site:- inside Camp & Fire brake	±312864m ²	38	R -	R -
Witbank CVOR field grass (road to building)	±1800m ²	150	R -	R -

Total including VAT:	R -
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Total Year 2 including VAT:	R -
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Table C2: Year 2 Costing

5.4.5.3 Year 3: Garden and Landscaping Service Scheduled Costing

Daily (Monday – Friday)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre	6503m ²	0	R -	R -

Total including VAT:	R -
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Weekly (Once a week)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre (Outside Parking Area)	1385m ²	0	R -	R -
VHF Receiver Station	3200m ²	0	R -	R -

Total including VAT:	R -
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Fortnightly (Once every 2 weeks)				
Sites Details	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
RADAR JS-S BAND 1	2100m ²	0	R -	R -
Jasper	700m ²	0	R -	R -
ATNS OR Tambo Control Centre (SSS)	1235m ²	0	R -	R -
RADAR JS-S BAND 2	5200m ²	10	R -	R -

Isando Site	9315m ²	13	R -	R -
Babsfontein Site	28060m ²	28	R -	R -

Total including VAT:	R -
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Monthly (Once every Months)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
Isando Site:- Inside & Outside Camps	±390123.40m ²	13	R -	R -
Bapsfontein Site:- Inside Camps & Fire brakes	±51768.52m ²	28	R -	R -
Delmas Site:- inside Camp & Fire brake	±312864m ²	38	R -	R -
Witbank CVOR field grass (road to building)	±1800m ²	150	R -	R -

Total including VAT:	R -
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Total Year 3 including VAT:	R -
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Table C3: Year 3 Costing

5.4.5.4 Year 4: Garden and Landscaping Service Scheduled Costing

Daily (Monday – Friday)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre	6503m ²	0	R -	R -

Total including VAT:	R -
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Weekly (Once a week)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre (Outside Parking Area)	1385m ²	0	R -	R -
VHF Receiver Station	3200m ²	0	R -	R -

Total including VAT:	R -
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Fortnightly (Once every 2 weeks)				
Sites Details	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
RADAR JS-S BAND 1	2100m ²	0	R -	R -
Jasper	700m ²	0	R -	R -
ATNS OR Tambo Control Centre (SSS)	1235m ²	0	R -	R -

RADAR JS-S BAND 2	5200m ²	10	R -	R -
Isando Site	9315m ²	13	R -	R -
Babsfontein Site	28060m ²	28	R -	R -

Total including VAT:	R -
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Monthly (Once every Months)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
Isando Site:- Inside & Outside Camps	±390123.40m ²	13	R -	R -
Bapsfontein Site:- Inside Camps & Fire brakes	±51768.52m ²	28	R -	R -
Delmas Site:- inside Camp & Fire brake	±312864m ²	38	R -	R -
Witbank CVOR field grass (road to building)	±1800m ²	150	R -	R -

Total including VAT:	R -
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Total Year 5 including VAT:	R -
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Table C4: Year 5 Costing

5.4.5.5 Year 5: Garden and Landscaping Service Scheduled Costing

Daily (Monday – Friday)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre	6503m ²	0	R -	R -

Total including VAT:	R -
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Weekly (Once a week)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
ATNS OR Tambo Control Centre (Outside Parking Area)	1385m ²	0	R -	R -
VHF Receiver Station	3200m ²	0	R -	R -

Total including VAT:	R -
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Fortnightly (Once every 2 weeks)				
Sites Details	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
RADAR JS-S BAND 1	2100m ²	0	R -	R -
Jasper	700m ²	0	R -	R -
ATNS OR Tambo Control Centre (SSS)	1235m ²	0	R -	R -
RADAR JS-S BAND 2	5200m ²	10	R -	R -

Isando Site	9315m ²	13	R -	R -
Babsfontein Site	28060m ²	28	R -	R -

Total including VAT:	R -
----------------------	--------

Monthly (Once every Months)				
Sites	Estimated m ²	Distance (Km)	Monthly Costs	Yearly Costs
Isando Site:- Inside & Outside Camps	±390123.40m ²	13	R -	R -
Bapsfontein Site:- Inside Camps & Fire brakes	±51768.52m ²	28	R -	R -
Delmas Site:- inside Camp & Fire brake	±312864m ²	38	R -	R -
Witbank CVOR field grass (road to building)	±1800m ²	150	R -	R -

Total including VAT:	R -
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Total Year 5 including VAT:	R -
-----------------------------	--------

Table C5: Year 5 Costing

Overall Total Over 5 Years

TOTAL YEAR 1 (INCLUDING VAT)	R	-
TOTAL YEAR 2 (INCLUDING VAT)	R	-
TOTAL YEAR 3 (INCLUDING VAT)	R	-
TOTAL YEAR 4 (INCLUDING VAT)	R	-
TOTAL YEAR 5 (INCLUDING VAT)	R	-

OVERALL TOTAL OVER 5 YEARS (INCLUDING VAT)	R	-
---	----------	----------

Table C6: Overall Total Over 5 Years

1. ADHOC Garden and Landscaping Service Costing

ITEMS		Year 1	Year 2	Year 3	Year 4	Year 5
Normal Hours	Garden and Landscaping Service (Labour Hourly Rate) 07:30 - 16:00 (VAT Inclusive) Rate @10m ²	R	R	R	R	R
Travelling Rates for AdHoc Garden and Landscaping Service	The cost of all travelling (Rate/Kilometer)	R	R	R	R	R

Table C7: ADHOC Costing

ITEMS		Year 1	Year 2	Year 3	Year 4	Year 5
Herbicide (1 x Roundup 5L and 1 x Glyphos 360SL 5L)		R	R	R	R	R

Table C8: 5 litre Weed Killer

6 FORM OF BID

CLOSING TIME: ON

BID NO.

VALIDITY: **180 DAYS** NAME OF BIDDER:

.....

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
			BID PRICE MUST <u>EXCLUDE VALUE-</u> <u>ADDED TAX</u>

1		Project management	R
2		Logistic support services	R
		Total Bid Price	R
		Alternative Offers (Bidder to advise)	R

Manufacturer, type and model

Country of manufacture

Is the offer strictly to specification? YES / NO

If not to specification, state deviations

Contract period excluding guarantee period

Is the price quoted fixed? YES / NO

Is the delivery and installation period fixed? YES / NO

Are the supplies/services guaranteed as required in the Bid specification? YES / NO

If a guarantee is not specifically required in the Bid specification, are the Supplies/ services guaranteed? YES / NO

Are you the accredited agent for the manufacturers of the equipment offered? YES / NO

Where in the Republic of South Africa can a machine/equipment of the type offered by you be inspected under working conditions?

What are the names and addresses of the factories where the supplies will be manufactured?

What is the approximate value of spares carried in stock in the Republic of South Africa for the equipment offered? R.....

Furnish full particulars (separately if necessary) of the arrangements which can be made by you for the efficient servicing/maintenance of the supplies/services locally

In respect of supplies to be specially imported, indicate -

(i) Whether a special import permit is required? YES / NO

- (ii) The name and address of the person or company to whom payment is to be made abroad
- (iii) The amount in foreign currency to be paid by you abroad
(See **Volume 1B**, paragraph 2.16.15.1)
- (iv) What ruling rate of exchange (at date of Bid) was applied in the conversion of this amount to South African currency (See Volume 1B, paragraph 2.16.15.1 and what was the date when this rate applied)

* Price as reflected on form must include all customs and/or other duties, delivery and installation costs. Bids on a basis of c.i.f. or in bond, or qualified to the effect that bills of entry are to be furnished may be disqualified.

Rate of Exchange Variation

Installation Contract:

Upon Contract award, the contractor shall hedge the foreign content, and immediately provide same to ATNS. Any variation between the quoted rate in the Price Schedule, and Hedged Rate shall be for the account or credit of the contractor.

Option and CVO:

Any options or Contract Variation Orders shall be hedged upon the receipt of an Order by the Contractor, and any variation between the quoted rate and Hedged Rate shall be for the account or credit of the Contractor.

Support Contract

At the commencement of each of support, The Contractor shall Hedge the foreign content for that year, and any variation between the quoted rate of the Price Schedule and the Hedged Rate shall be for the account or credit of ATNS.

Rules that apply when exchange cover on a fixed term basis is a condition of the contract:

The Contractor shall, within 14 fourteen days of receipt of the contract (or if an export permit is required within 14 [fourteen] days after receipt of such permit) or such extended period as agreed upon at the time, arrange exchange cover for the total exchange amount which cover may not exceed the contractual term and shall be transferred abroad on a

fixed term basis. Once the currency futures have been issued, the Company's finance division must be provided with a copy of such currency futures.

Should the currency futures not be taken out within the prescribed period, then, subject to the provisions of paragraph one of the following two rates, whichever is to the best advantage of the company, shall be used for calculation purposes:

- the spot rate applicable on the last day of the prescribed period;
- the actual rate applicable to the currency futures.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

1.1.1.1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	1.1.1.2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B**TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION:**

- 1.1. 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:

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

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

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

ATNS FORM D**DISCLOSURE OF GROUP/COMPANY STRUCTURE**

1. In view of possible allegations of favouritism, it is required by ATNS that the bidder or his/her authorised representative declare the group structures if any and submit information of group directors / members / shareholders / trustees or subsidiary companies and positions held in the group /companies.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
3. **The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, must be indicated in paragraph 3.1 below.**

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

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

7 DECLARATION

I, THE UNDERSIGNED

(NAME).....

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

.....
Signature Date

.....
Position Name of bidder

February 2022

8 PROTECTION OF PERSONAL INFORMATION

- i. 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.
- ii. 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.
- iii. 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:
 - a) 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.
 - b) without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
 - the unauthorised or unlawful processing of such Personal Information; and
 - the accidental loss or destruction of, or damage to, such Personal Information; and
 - 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.
- iv. 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
- v. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- vi.

- vii. 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.
- viii. 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.

8.4 POPIA CONSENT

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

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
 3.6 I am aware that, in addition and without prejudice to any other remedy provided

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.

to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

8.4.1.1

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor

together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES
4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ Where}$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT
4.3 POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contributor:= (maximum of 20)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....

- iv) Whether the sub-contractor is an EME or QSE
(***Tick applicable box***)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last Level 1 to 4 owned by:	EME	QSE
	√	√
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐
Black people who are military veterans	☐	☐
OR		
Any EME	☐	☐
Any QSE	☐	☐

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT _____ registration
number:.....

9.3 Company _____ registration
number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.

2.

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

SBD 7.1**1. CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

SBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

—

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

Do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of:

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1 Has been requested to submit a bid in response to this bid invitation;
 - 5.2 Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1 prices;
 - 7.2 geographical area where product or service will be rendered (market allocation)
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit, a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position Name of the Bidder

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer your enquiries, in writing, to the contact person(s) listed below. ATNS reserves the right to place responses to such queries on the website.

PROCUREMENT SPECIALIST:	Busisiwe Molapisi
TELEPHONE:	(011) 607 1325
E-MAIL:	busisiwe@atns.co.za