Invitation to bid

Air Traffic and Navigation Services SOC Ltd (ATNS)
Republic of South Africa

Request For Quotation (RFQ): ATNS/RFQ012/FALE/25/26/HVAC

Appointment of a Service Provider for the Development of HVAC Design and Specification at King Shaka International Airport (FALE) Air Traffic Control Centre

November 2025

Reference number:	**ATNS/RFQ012/FALE/25/26/HVAC**
Description:	Appointment of a Service Provider for the Development of HVAC Design and Specification at King Shaka International Airport (FALE) Air Traffic Control Centre
Issue date:	5 November 2025
Closing date:	21 November 2025
Closing time:	16:00, Central African Time (CAT)
Compulsory site briefing:	**Addresses:** FALE Control Tower King Shaka International Airport King Shaka Dr, La Mercy, 4407 **GPS Coordinates:** 29.6100° S, 31.1169° E
	Date: 11 November 2025
	Time: 11:00 CAT
Bid submission – Online	- **Contact Person:** Contract Specialist - Light Gqabhu
	- **Email address:** RFQs@atns.co.za **copy:** lightg@atns.co.za
	- **Note:** All responses must be submitted on the above dedicated mailbox. No hand delivery submissions will be considered.

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Bidding structure

Indicate the type of bidding structure by marking with an 'X'	
Individual bidder	
Joint Venture (JV)	
Consortium	
With sub-contractors	
Other	
If individual:	
Name of bidder	
Registration number	
Value Added Tax (VAT) registration number	
Contact person	
Telephone number	
Cellphone number	
E-mail address	
Physical address	
If JV or Consortium, indicate the name/s of the partners:	
Company name	
Registration number	
VAT registration number	
Contact person	
Telephone number	
E-mail address	
Physical address	

Important notice

The information contained in this RFQ is provided without any liability whatsoever on the part of Air Traffic and Navigation Services Company Limited (ATNS). No representation or warranty, whether express or implied, is made regarding the accuracy, completeness, or comprehensiveness of the content of this RFQ.

This RFQ is intended solely for the confidential use of interested parties publicly invited to participate in this RFQ process, whether legal entities or natural persons.

Each recipient acknowledges the confidential nature of the information contained herein and agrees not to reproduce, use, or disclose any part of this RFQ to any third party without the prior written consent of ATNS, except where disclosure is required by law or other regulatory obligations.

All costs incurred by bidders in the preparation and submission of their bid responses, including any costs related to the finalisation of the contract and its attachments, shall be borne entirely by the bidder. ATNS shall not, under any circumstances, be liable for any costs incurred by Bidders.

ATNS reserves the right, at its sole discretion, to reject any or all Bids, to engage in discussions with one or more Bidders, and to accept the Bid or a modified Bid that it deems most advantageous to the Company, taking into account price and other evaluation criteria.

This RFQ does not constitute an offer to enter into a contract with ATNS. It is issued solely as an invitation to bidders to enable a legally compliant, structured, requirements-based decision-making process.

Section A: Introduction and scope of work

1. Introduction

About ATNS

The Air Traffic and Navigation Services (ATNS) Company of South Africa provides air traffic management, communication, surveillance, navigation, and related services, including training. ATNS manages **10% of the world's airspace** and employs over **1,100 staff** to ensure **safe, efficient, and orderly** air traffic services across **21 aerodromes** in South Africa, including OR Tambo, Cape Town, and King Shaka International Airports. In the broader African region, ATNS supports aeronautical satellite communication (VSAT networks) across **33 states**, connecting the continent from **Cape to Cairo** and extending to the Middle East.

- **ATNS vision:**

To be the leading provider of air traffic management solutions and associated services across Africa and select international markets.

- **ATNS mission:**

To provide safe, expeditious, and efficient air traffic management solutions, while ensuring economic, social, and environmental sustainability.

- **ATNS values include:**

  - **Safety and customer centricity**: Prioritising customer needs and ensuring that safety is non-negotiable
  - **Accountability**: Holding ourselves and others accountable for our actions
  - **Agility**: Ensuring that we are flexible and adaptable to change
  - **Diversity**: Embracing inclusion, equality and social differences
  - **Integrity**: Following a moral and incorruptible corporate code

ATNS business environment

ATNS is a **State-Owned Company (SOC)**, established in 1993 under the **ATNS Company Act (Act 45 of 1993)** to provide air traffic services aligned with **ICAO** standards and **South African Civil Aviation Regulations**. As a **commercialised air navigation service provider (ANSP)**, ATNS operates on a **"user-pays" principle**, relying on revenues and debt funding to cover operational and capital expenses.

- **Regulated business activities**

ATNS regulated activities contribute 90% of its revenue. Key offerings include:

- **Air navigation services**: Planning, operating, and maintaining airspace infrastructure such as communication, navigation, and surveillance (CNS) systems.
  - **Air traffic service charges:** Governed by the Economic Regulating Committee (RC), ATNS sets service tariffs and maintains service standards under a five-year permission structure.
  - **Training:** The ATNS Aviation Training Academy (ATA) provides internationally accredited air traffic services and technical training, earning recognition as IATA's Top Regional Training Partner in 2012 and 2013**.**

- **Non-regulated business activities:**

  - ATNS non-regulated operations contribute **10% of revenue** and focus on **regional expansion** through a subsidiary, **ATNS International**. This platform enables ATNS to explore **joint ventures and partnerships**, enhancing market opportunities and regional influence.

For more details, visit: www.atns.com

2. Purpose of the bid

2.1. Project overview:

2.1.1. The purpose of this RFQ is to invite prospective bidders to submit proposals for the planning and development of design and technical specification required for the decommissioning of existing HVAC system and the commissioning of new HVAC system, in line with approved design and specification, to meet the operational requirements of the King Shaka International Airport Control Tower.

2.2. Scope of work

2.2.1. The prospective service provider is expected ensure that a fit-for-purpose HVAC solution is comprehensively designed and specified to address the specific operational, environmental, and structural requirements of the King Shaka International Airport Control Tower site.

2.2.2. This RFQ invitation relates to a legacy system that was installed decades ago. The prospective service provider is required to engage with relevant internal ATNS staff to gain a comprehensive understanding of the existing site conditions, operational requirements, and environmental considerations. Given the age of the system, it is critical that the Service Provider also conduct an independent, thorough site assessment and analysis to verify the current system performance, identify spatial constraints, and assess infrastructure compatibility.

2.2.3. The insights obtained from both the internal consultations and the independent site analysis must be used to develop a comprehensive, technically sound, and fit-for-purpose proposal in response to this RFQ invitation.

2.2.4. All site inspections must be arranged and scheduled in advance, in coordination with the relevant internal ATNS staff, to ensure proper access, safety, and logistical preparation.

2.2.5. This process will provide additional information beyond the written content and may not be fully comprehensive if narrated.

2.2.6. The following outlines the key scope of work deliverables/milestones and expected deliverables for this project, which include, but are not limited to:

#	Description	Detailed Requirements
a)	**HVAC Design to Meet Building Ventilation Requirements**	• The service provider shall assess the existing building occupancy patterns, and environmental conditions to determine the required ventilation and cooling/heating capacity. • The design response must align with applicable building codes, energy efficiency standards, and operational requirements of the Control Tower, ensuring optimal air quality, temperature regulation, and comfort levels.
b)	**HVAC Specification (Functional and Technical)**	• The service provider shall develop a comprehensive functional and technical specifications detailing the functional and performance criteria to be adopted by ATNS, system components, materials, controls, and integration requirements. • Specifications must outline energy efficiency parameters, noise levels, redundancy provisions, and compatibility with existing building management systems (BMS).
c)	**Bills of Quantities (BoQ)**	• A detailed Bill of Quantities shall be prepared, itemising all materials, equipment, components, and labour necessary for the decommissioning and installation works. • The BoQ must be structured to facilitate accurate cost estimation, procurement, and evaluation, clearly distinguishing between supply, installation, and commissioning phases as indicated in section 2.2.
d)	**Detailed Project Plan**	• The service provider shall develop a comprehensive project plan outlining key activities, timelines, dependencies, milestones, and resource allocation. • The plan must include risk management strategies, health and safety considerations, and provisions for minimising disruption to ongoing operations at the Control Tower.
e)	**Project Management (Measurements and Evaluation)**	• Effective project management practices shall be implemented to ensure that all deliverables meet the defined scope, quality standards, and timelines. • The service provider must establish performance measurement and evaluation criteria, including progress reporting, quality assurance checks, and stakeholder engagement throughout the project lifecycle.
f)	**Project Commissioning (Testing and Sign-off)**	• Upon completion, the service provider shall conduct thorough system testing, calibration, and validation to verify compliance with the approved designs and specifications.

#	Description	Detailed Requirements
		- The commissioning phase shall include performance verification, training of maintenance personnel, documentation of test results, and formal sign-off by ATNS representatives confirming system readiness and operational effectiveness.

2.2.7. Compliance with Environmental Regulations: Ensure that the project adheres to local and international environmental laws and standards, including the proper handling and disposal of old refrigerants (e.g., R22) in line with the Montreal Protocol.

2.2.8. Energy Efficiency Standards: Install energy-efficient HVAC units to reduce energy consumption and minimize the project's carbon footprint. Select units with low Global Warming Potential (GWP) refrigerants and optimize systems for energy conservation. Waste handling and disposal.

2.2.9. Waste Management: Implement a waste management plan to handle the safe disposal or recycling of old HVAC equipment, ductwork, and other materials. Prioritize recycling and reusing materials wherever possible.

2.2.10. Refrigerant Management: Ensure that any refrigerant recovery, recycling, or destruction processes are handled by certified professionals to prevent the release of harmful gases into the atmosphere. This is especially critical for ozone-depleting or high-GWP substances.

2.2.11. Sustainable Procurement: Source environmentally friendly and sustainable products, such as HVAC systems with high-efficiency ratings and low environmental impact, from suppliers with sustainable practices.

2.2.12. Monitoring and Reporting: Establish an environmental monitoring and reporting system to track and document the project's environmental impact, including energy savings, refrigerant usage, and waste management. Use this data to ensure compliance and identify areas for improvement.

2.2.13. Format of proposal

The format of the proposal to be submitted shall consist of the following:

Section(s)	Content Requirement	Content Details / Instructions
Cover Letter	Introduction and summary	• Introduction: Briefly introduce the rationale, strategy, and approach used to respond to this bid in line with the specification. • Implementation Summary: Summarise the methodology, project timeline, and total cost based on the defined scope of work. • Additional Information: Include any other relevant elements the Bidder wishes to highlight. • Validity Period: Clearly state the period of validity of the proposal. • Declaration: Confirm the accuracy, completeness, and consistency of all information provided, including compliance matrices.

Section 1: Proposal	Financial Requirements	• Comprehensive financial details: the potential service provider must include all financial requirements related to the quotation, structuring the price breakdown according to their pricing model.
		• Detailed cost breakdown: the service provider shall provide a full breakdown showing how the overall project cost was calculated. This should include:
		  ◦ Costs per project milestone as defined in the scope of work
		  ◦ Costs for associated activities included in the service provider's high-level action plan

Section 2: Project Management Schedule (PMS)	Schedule and Team	• Detailed Schedule: Include a high-level action plan outlining the approach to ensure timely and successful completion of the project.
		• Work Breakdown Structure (WBS) and Gantt Chart: Develop a WBS and Gantt chart covering all RFQ elements.
		  ◦ The Gantt chart must indicate all planned activities and clearly highlight the critical path.
		  ◦ Expand the WBS to include any additional elements deemed critical to the success of a future contract, with such elements clearly indicated.
		• Project Team: Provide details of the proposed project team, including for each member:
		  ◦ Labour rate: Roles and responsibilities
		  ◦ Detailed Curriculum Vitae (CV):
		    ✓ Responsibility matrix defining roles, availability, and responsibilities
		• Risk Management: Identify potential project risks and provide a comprehensive plan for managing these risks.

Section 3: Technical Approach	Solution Proposal	• The service provider shall:
		  ◦ Demonstrate their understanding of the requirements and the scope of work.
		  ◦ Provide a detailed solution that fully addresses and meets the Scope of Work.
		• The solution proposal must specifically include and address the following elements:

Section(s)	Content Requirement	Content Details / Instructions
		- HVAC Design: Response to building ventilation requirements. - HVAC Specifications: Functional and technical specifications. - Bills of Quantities (BoQ): Comprehensive list of materials and components. - Detailed Project Plan: Step-by-step plan for project execution. - Project Management: Measurements, evaluation, and monitoring processes. - Project Commissioning: Testing, verification, and sign-off procedures. - Compliance Matrix: As per Annexure D, demonstrating adherence to RFQ requirements.

Section 4: Experience	Past Experience and References	Key Personnel Experience:
		- The service provider shall describe the qualifications, areas of expertise, and relevant experience of all key personnel assigned to the project.
		Past Performance:
		- The service provider shall provide records for at least three projects relevant to this HVAC system requirement. Each record must include:
		  - Project Description: Overview of the project scope and objectives.
		  - Costs: Comparison of planned project costs versus actual costs upon completion.
		  - Scope Variations: Any deviations from the original scope, if applicable.
		  - Performance Issues: Reasons for any failure to meet scope, quality, or schedule requirements.
		  - Client Details: Name and contact information of the client.
		Supporting Evidence:
		- The service provider shall provide documented evidence of experience and a proven track record in implementing HVAC systems

3. Goods delivery address

3.1. The Service provider shall undertake to conduct all the required consultancy services activities as stipulated herein and deliver the all the required documentation to an ATNS official.

3.2. The King Shaka International Airport (FALE) Air Traffic Control site, location (29.6100° S, 31.1169° E) shall be the area where in all the stipulated work shall be conducted.

3.3. The service provider shall at all times remain fully and solely responsible for the timeous delivery of service to ATNS.

3.4. Delivery is expected within 30 days of issuance of Purchase Order (PO).

4. Validity period

4.1. The proposal provided to ATNS in terms of this request for quotations will be valid for a period of 60 days from the date of submission except for the Tax and B-BBEE certificates which must still be valid at the time of award.

4.2. Should there be a need to request extension of the finalisation of the award of the RFQ, the bidders will be duly informed, and the priced proposal will remain valid for the amended **duration.**

5. Procedures for submitting quotations

5.1. The closing date and time for submitting quotations is 21 November 2025 at 16:00, CAT.

5.2. All prospective bidders must send their bid/RFQ response submissions to ATNS before or on the closing date and time.

5.3. Bidders **must email a soft copy of their proposal to: RFQs@atns.co.za and copy lightg@atns.co.za**

Section B: Bid evaluation process

Bid evaluation process

The bid evaluation process for this RFQ will be conducted in 3 distinct stages as follows:

6. Stage 1: Administrative requirements

6.1. All prospective bidders must comply with the following administrative requirement:

7.1.1 Tax clearance certificate and Personal Identification Number (PIN).

7.1.2 Must be registered on the National Treasury Central Supplier database (CSD): A full report must be submitted.

7.1.3 Fully completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD 3, SBD 4, and SBD 6.1): duly completed and signed by the duly authorised person.

7.1.4 Quotation on the Company Letterhead (Aligned to ATNS pricing schedule).

Failure to meet administrative requirements may result in bid rejection.

6.2. Non-compliance with administrative requirements

7.1.5 If the Bidder fails to comply with any of the administrative requirements, or if ATNS is unable to verify whether these requirements are met, ATNS reserves the right to:

a) **Reject the bid** and exclude it from further evaluation, or

b) **Accept the bid for evaluation**, subject to the following condition:

- The Bidder must submit any supplementary information within **7 days** to achieve full compliance.
- The supplementary information must strictly address **administrative requirements** and **not be substantive** in nature.

7. Stage 2: Functional Criteria

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

No	Functional Criteria	Subtotal	Total Points
1	**Experience of the bidders:** The service provider shall provide proof of expertise and experience of at least two (2) Key Personnel that will be involved in the project. Important to note requirement for relevant HVAC system installation and technical specification experience.		40
	Evaluation of submissions:		
	The two (2) key personnel shall provide the following:	40	

No	Functional Criteria	Subtotal	Total Points
	• A CV reflecting at least one resource with 5 years or greater relevant experience.		
	The two (2) key personnel shall provide the following: • A CV reflecting at least one resource with 2 to 5 years relevant experience.	**20**	
	• All resources have less than 2 years relevant experience.	**10**	
2	**<u>Qualifications of the bidders:</u>** • The service provider shall provide proof of qualifications.		**20**
	Evaluation of submissions:		
	The two (2) key personnel shall provide the following: • Mechanical / Electrical Engineering Qualification (bachelor's degree, Diploma) • ECSA registration certificate	**40**	
	The two (2) key personnel shall provide the following: • A qualification (bachelor's degree, Diploma or relevant Certificate)	**20**	
	• One resource with relevant qualification	**10**	
3	**<u>Proof of service provider capability (Reference letters)</u>:** The service provider shall provide at least two relevant project reference letters. The letter shall include the following: • HVAC system project scope, quality and schedule requirements • The project must have been commissioned within the past 5 years • Client name and contact details • Clients signature		**20**

No	Functional Criteria	Subtotal	Total Points
	Evaluation of submissions:		
	• Submission of 2 reference letters by the service provider detailing experience in similar or relevant projects	**20**	
	• Submission of 1 reference letter by the service provider detailing experience in similar or relevant project	**10**	
	• Non-submission of reference letter by the service provider detailing experience in similar or relevant project	**0**	
4	**<u>Project Plan:</u>** The service provider shall give a detailed schedule highlighting the action plan to be followed for the timeous and successful completion of the project. This should include Resource Allocation, Tasks and Activities, Duration per Task and Activity, Milestones and Dependencies.		**20**
	<u>Evaluation of submissions:</u>		
	• Submitted plan includes Resource Allocation, Tasks and Activities, Duration per Task and Activity, Milestones and Dependencies.	**20**	
	• Submitted plan includes one or more of the following items but not all: • Resource Allocation, Tasks and Activities, Duration per Task and Activity, Milestones and Dependencies.	**10**	
	• No plan has been submitted.	**0**	
	Total points:		**100**
	Minimum Threshold		**60**

8. Stage 3: Price and Specific Goals

8.1. The 80/20 preference points system will be utilised for this RFQ. This preference points system is for the acquisition of goods or services with a Rand value up to R 50 million as follows:

Criteria	Means of verification	Points
Price	Proposed bid price	80,00
Preference points	Specific goals	20,00
Total points		**100,00**

8.2. Pricing schedule

Please note the following:

8.2.1. The Tenderer shall use the Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000)

8.2.2. The Tenderer shall provide a fixed price in Rands for (ECSA Stages 1 to 6) as indicated in the pricing schedule below.

8.2.3. The Tenderer shall use an estimated budget figure of R20 000 000.00 for evaluation purposes.

Stage of Services (according to ECSA)		% of work per stage	Amount (Inclusive of. VAT)	% Discount Offered	Offered Fee (Inclusive of. VAT)
1. Stage 1 - Inception	**Activities**				
	1.1. Report on as-is chiller plant configuration 1.2. Report on project, site and functional requirements 1.3. Schedule of required surveys, tests, analyses,	6.00%			

Stage of Services (according to ECSA)		% of work per stage	Amount (Inclusive of. VAT)	% Discount Offered	Offered Fee (Inclusive of. VAT)
	site and other investigations 1.4. Other:				
2. Stage 2 – Concept and Viability (Often called Preliminary Design)	2.1. Detailed Project plan 2.2. Preliminary design 2.3. Cost estimates 2.4. Other:	19.00%			
3. Stage 3 – Design Development (also termed Detail Design)	3.1. Design drawings 3.2. Design Specifications 3.3. Detailed costs of construction 3.4. Other:	25.00%			
4. Stage 4 – Tender Documentation and Procurement	4.1. Other:	1.00%			
5. Stage 5 – Contract Administration and Inspection	5.1. Construction documentation 5.2. Progressive and draft final accounts 5.3. Practical completion and defects list	43.00%			

Stage of Services (according to ECSA)			% of work per stage	Amount (Inclusive of. VAT)	% Discount Offered	Offered Fee (Inclusive of. VAT)
	5.4.	Other:				
6. Stage 6 – Close-Out	6.1. 6.2. 6.3. 6.4. 6.5.	Operations and maintenance manuals, guarantees and warranties As-built drawings and documentation Valuations for payment certificates, completion certificate and final accounts Site acceptance tests and sign-off Other	6.00%			
Total						**R**

NB!! This is a once off supply and delivery.

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

b) Provide quoted price which Include VAT and be valid for 60 days from closing date of the quotation.

c) Quote must be in South African Rands.

d) Optional: add columns for Delivery Period or Lead Time if needed.

NB: The pricing schedule must be fully completed (100%) and submitted. Failure to comply with this instruction will result in the bid being disqualified.

Name of the company……………………………………………………………………………

Designation………………………………………………………………………………………

Signature…………………………………………………………………………………………

CSD number………………………………………………………………………………………

8.3. Specific goals

The Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

ATNS Preferential Procurement (PP) requirements as per the ATNS Supply Chain Management (SCM) Policy, states that ATNS shall deal with suppliers in accordance with the ATNS specific goals. The application of the specific goals will be per request, per bid up to the maximum points as per the applicable pricing formula, the 80/20 system.

All responsive bid offers shall be evaluated in terms of Price and ATNS specific goals. The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000.

9.3.1 The following allocation will determine the specific goals (20.00 points) for this bid process:

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

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

a) CIPC documents (company registration documents),

b) Shareholder certificates, and

c) Copy/ies of Identity document(s) of shareholder(s).

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

9. Disclaimer

9.1. The bidder shall bear all costs incurred in connection with the preparation and submission of their 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.

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.**

10. Contract terms

10.1. 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 representations made. Bidders 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. If any variation does take place bidder will be advised as soon as possible in writing.

10.2. The successful bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the 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.

10.3. All designs and documentation submitted by the bidder will be treated as confidential.

10.4. ATNS reserves the right to reject, withdraw or cancel any or all Proposals/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.

11. Cancellation of procurement process

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

12. Bid submission conditions, instruction and evaluation process/criteria

12.1. The Bid submission conditions and instructions as well as the evaluation process/criteria have been noted. Noncompliance to any of these will result in a bid being rejected.

13. Negotiation and contracting

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

13.2. Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award or promise/ undertaking to award the contract.

13.3. ATNS shall not be obliged to accept the lowest or any bid, offer or proposal.

13.4. A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties.

13.5. ATNS also reserves the right to enter one contract with a bidder for all required functions or into more than one contract with different Bidders for different functions.

14. Reasons for rejection

14.1. 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.

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

15.2.1 Have abused the SCM system of the ATNS.

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

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

15.2.4 Such actions shall be communicated to the National Treasury.

15. General conditions of contract

15.1. The General Conditions of Contract must be accepted.

16. Additional information requirements

16.1. During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 7 working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

16.2. No additional information will be accepted from any individual Bidder without such information having been requested.

17. Confidentiality

17.1. The bid and all information in connection therewith shall be held in strict confidence by Bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.

18. Intellectual property, inventions and copyright

18.1. Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.

18.2. This paragraph shall survive termination of this contract.

19. Non-compliance with delivery terms

19.1. As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, ATNS must be given immediate written notice to this effect. ATNS reserves the right to implement remedies as provided for in the GCC.

20. Warrants

20.1. The bidder warrants that it can conclude this Agreement to the satisfaction of ATNS.

21. Parties not affected by waiver or breaches

21.1. The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

21.2. No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

22. Retention

22.1. On termination of this agreement, the bidder shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to ATNS.

22.2. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

23. Central supplier database

23.1. It is a requirement that all suppliers/ services providers to ATNS shall be registered on the National Treasury Central Supplier Database (CSD).

23.2. Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx.

23.3. Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid.

23.4. No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.

24. Format of bids

24.1. Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.

24.2. If applicable, Bidders are to set out their proposal in the format prescribed hereunder. This means that the proposal must be structured in the parts noted below. Information not submitted in the relevant part, may not be considered for evaluation purposes.

25. South African Revenue Services (SARS) tax certificate(s)

25.1. Bidder must ensure compliance with their tax obligations.

25.2. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

25.3. Application for tax compliance status (TCS) or PIN may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website **www.sars.gov.za** .

25.4. Bidders may also submit a printed TCS together with the bid.

25.5. In bids where consortium/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number.

25.6. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

25.7. Bids submitted without any one of the above, will be deemed to be non-responsive.

26. Declaration of interest

26.1. Each party to the bid must complete and return the "Declaration of Interest". Bids submitted without a complete and signed Declaration of Interest will be deemed to be non-responsive.

27. Invitation to bid

27.1. Bidders must complete, sign and return the full "Invitation to Bid" document. Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.

28. Pricing schedule

28.1. Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.

28.2. All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission.

28.3. Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.

28.4. A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.

29. Registration on the CSD

29.1. In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database. Bids submitted without the required proof, will be deemed to be non-responsive.

30. Registration certificates and accreditation with OEMs or professional bodies

30.1. In this part, bidders must submit proof of their registration with professional bodies and if applicable certification with an OEM.

30.2. Bids submitted without proof will be deemed to be non-responsive.

Section D: Standard Bidding Documents (SBD)

SBD1: Invitation to bid

Part A

You are hereby invited to bid for requirements of the ATNS		
Bid number:	Closing date:	Closing time:
ATNS/RFQ012/FALE/25/26/HVAC	21 November 2025	16:00 CAT
Description	Appointment of a service provider to develop HVAC specification and design at King Shaka International Airport (FALE) Centre.	
Bid response documents may be submitted via email at: RFQs@atns.co.za copy: lightg@atns.co.za		

Bidding procedure enquiries may be directed to:		**Technical enquiries may be directed to:**	
Contact person	**Light Gqabhu**	Contact person	**Nkosimphile Dlamini**
Telephone number	**+2711 607 1366**	Telephone number	**011 607 1416**
E-mail address	**lightg@atns.co.za**	E-mail address	**Nkosimphiled@atns.co.za**

Supplier information					
Name of bidder					
Postal address					
Street address					
Telephone number	Code		Number		
Cellphone number					
E-mail address					
VAT registration number					
Supplier compliance status	Tax compliance system PIN:		**or**	CSD 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 and QSEs) must be submitted in order to qualify for preference points for B-BBEE					

Are you the accredited representative in south africa for the goods /services /works offered?	☐Yes ☐No [If yes enclose proof]	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 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.**
2. Tax compliance requirements
2.1 Bidders must ensure compliance with their tax obligations. 2.2 Bidders are required to submit their 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 consortium / JV / 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 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:………………………………………...

Pricing schedule – firm prices
(Purchases)

Note: **Only firm prices will be accepted. Non-firm prices (Including prices subject to rates of exchange variations) will not be considered**

In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point

Name of bidder…………………………………………

Bid number: ATNS/RFQ012/FALE/25/26/HVAC

Closing time: 16:00 CAT Closing date: 21 November 2025

Offer to be valid for: 60 days from the closing date of bid.

Item No.	Quantity	Description	Bid price in RSA currency ** (All applicable taxes included)

- Required by: ATNS
- At: ………………………………….
- **Does the offer comply with the specification(s)? *Yes/No**
- **If not to specification, indicate deviation(s) ………………………………….**
- **Period required for delivery ………………………………….**
  ***Delivery: Firm/not firm**
- **Delivery basis …………………………………….**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

***Delete if not applicable**

SBD 4: Bidder's disclosure

1. Purpose of the form

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

Where a person/s are listed in the Register for Bid 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:

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

Full name	Identity number	Name of state institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **Yes/No**

2.2.1. If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………

……………………………………………………………………………

3. Declaration

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

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

[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.

I certify that the information furnished in paragraphs 1, 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 6 of PFMA SCM Instruction 03 OF 2021/22 on Preventing and Combating Abuse in the Supply Chain Management System should this declaration prove to be false.

……………………………… ..……………………………………………

Signature Date

……………………………… ………………………………………………

Position Name of bidder

SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022

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

NB: Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of the bid and Preferential Procurement Regulations, 2022

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1. General conditions

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

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

1.1.2 the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

1.2.1 The applicable preference point system for this bid is the **80/20** preference point system.

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

1.3.1 Price; and

1.3.2 Specific goals.

1.4 To be completed by the organ of state:

The maximum points for this bid are allocated as follows:

	Points
Price	80
Specific goals	20
Total points for price and specific goals	**100**

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

1.6 The organ of state reserves the right to require of a 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 organ of state.

2. Definitions

(a) **"bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive biding process or any other method envisaged in legislation;

(b) **"price"** means an amount of money bided for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"bid for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. Formulae for procurement of goods and services

3.1. Points awarded for price

3.1.1 The 80/20 or 90/10

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

80/20	or	90/10
$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$	or	$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2. Formulae for disposal or leasing of state assets and income generating procurement

3.2.1. Points awarded for price

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

80/20	or	90/10
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4. Points awarded for specific goals

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this bid:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the bid documents, stipulate in the case of—

(a) an invitation for bid for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable bid will be used to determine the applicable preference point system; or

(b) any other invitation for bid, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable bid will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***Note to bidders: The bidder must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this bid	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10,00	
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10,00	

Declaration with regard to company/firm

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

4.4. Company registration number: ………………………………………………………...

4.5. Type of company/ firm

- ☐ Partnership/JV / Consortium
- ☐ One-person business/sole propriety
- ☐ Close Corporation
- ☐ Public company
- ☐ Personal liability company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the biding 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 from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……………………………………….
Signature of bidder

Surname and name: ……………………………………………………….

Date: ……………………………………………………….

Address: ……………………………………………………….
……………………………………………………….
……………………………………………………….
……………………………………………………….

General conditions of contract

Table of clauses

32. Taxes and duties

33. National Industrial Participation Programme (NIPP)

34. Prohibition of restrictive practices

1. Definitions

The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in RSA.

1.12 ” Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.2 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.3 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause:

5.3.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1 a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2 a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;

13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;

13.1.3

13.1.4 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

13.1.5

13.1.6 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

13.1.7

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

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

14 Spare parts

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

14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

14.1.2 in the event of termination of production of the spare parts:

a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

b) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15 Warranty

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

15.2 This warranty shall remain valid for five (5) years after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for six (6) years after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16 Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17 Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18 Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19 Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20 Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22 Penalties

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

23. Termination for default

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

23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

23.6.1 the name and address of the supplier and / or person restricted by the purchaser;

23.6.2 the date of commencement of the restriction;

23.6.3 the period of restriction; and

23.6.4 the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

27.5.2 the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

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

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

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