



**REQUEST FOR QUOTATION FOR GOODS AND SERVICES FOR AIR TRAFFIC AND NAVIGATION SERVICES**

<b>RFQ REFERENCE NUMBER:</b>	<b>ATNS/FACT/RFQ015/2022/23_GARDENING</b>
<b>CLOSING DATE:</b>	<b>22 July 2022</b>
<b>CLOSING TIME:</b>	<b>12h00, CAT</b>
<b>COMPULSORY BRIEFING SESSION:</b>	<b>N/A</b>
<b>QUOTATION VALIDITY PERIOD:</b>	<b>90 Days</b>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE GARDENING SERVICES TO ATNS CAPE TOWN INTERNATIONAL AIRPORT (FACT) FOR A PERIOD OF FIVE (5) YEARS.</b>
<b>RFQ DOCUMENTS MAY BE ADDRESSED TO:</b>	<p><b>Procurement Officer: Thabo Maribe</b>  <b>ATNS Company Limited,</b>  <b>Eastgate Office Park, Block C,</b>  <b>South Boulevard Road,</b>  <b>Bruma,2298</b></p> <p><b>Email address: Thabom@atns.co.za</b></p> <p><b>NB: Please note our emails can only receive documents that are less 5MB, if documents are more, please send them in separate emails</b></p>
<b>REQUIRED RETURNABLE DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• <b>Valid Tax Pin Status</b></li> <li>• <b>Valid BEE Certificate or Sworn Affidavit – Certified</b></li> <li>• <b>Banking Details with a Bank Stamp</b></li> <li>• <b>CSD Report</b></li> <li>• <b>Completed SBD Forms</b></li> <li>• <b>Quotation on The Company Letterhead</b></li> <li>• <b>CK Documents</b></li> <li>• <b>Company Profile</b></li> </ul>



<p><b>MANDATORY RETURNABLE DOCUMENTS:</b></p> <p><b>NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.</b></p>	<ul style="list-style-type: none"> <li>• Provide three (3) proof of Previous Gardening services 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 RFQ.</li> <li>• Proof of membership to Garden Centre Association or South African Nursery Association membership</li> <li>• 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</li> <li>• The supplier must be registered with SALI (South African Landscapers Institute) supported by a valid certificate confirming such registration OR Equivalent Certifications</li> </ul>
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**PLEASE NOTE:**

**ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS**

<b>PROCUREMENT OFFICER:</b>	<b>Thabo Maribe</b>
<b>TELEPHONE:</b>	<b>011 607 1475</b>
<b>E-MAIL:</b>	<a href="mailto:Thabom@atns.co.za">Thabom@atns.co.za</a>

**The ATNS requests your quotations on the services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your proposal on the date stipulated. Late and incomplete / missing documentations will invalidate the proposal**



submitted. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the rights to accept the whole or any portion of a quotation.

This RFQ will be evaluated on the basis of the 80:20-point system as stipulated in the ATNS' Procurement Policies and Procedures.



## BIDDING STRUCTURE

<b>Indicate the type of Bidding/Tendering Structure by marking with an 'X'</b>	
Individual Bidder	
Joint Venture	
Consortium	
With Sub-Contractors	
Other	
<b>If Individual:</b>	
Name of Bidder	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	
<b>If Joint Venture or Consortium, indicate the name/s of the partners:</b>	
Company Name	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	



## 1. Purpose of the Request for Quotations

1.1 Air Traffic and Navigation Services SOC (herein this document referred to as “ATNS”) seeks to identify and appoint suitable supplier to provide Gardening Services to ATNS Cape Town International Airport (FACT) for a period of five (5) years.

1.2 The purpose of this RFQ is to contract with a suitably qualified supplier with specific product knowledge and the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost-effectiveness for ATNS

## ANNEXURE A: SCOPE OF WORK

### 1. EXTENT OF WORK

#### 1.1 ROLE AND OBJECTIVES

- The Gardening Services at our sites function is to assist ATNS to accomplish its risk management objectives by insuring the effectiveness of its Gardening Services at ATNS FACT sites.
- The objective of this bid is to appoint a suitable Gardening Services provider that can provide assurance to ATNS Management in discharging its responsibilities regarding Gardening Services at all sites. The bidder must demonstrate the capability to perform effective service & maintenance of Gardening Services at our sites in accordance with all legal and statutory requirements.

#### 1.2 DURATION OF THE CONTRACT

Service providers are herewith invited to submit tender application for Gardening Services for a period of sixty (60) months at the ATNS FACT Site.

#### 1.3 THE PROPOSALS SHOULD BE FOR THE FOLLOWING:

- 1.3.1 Development of the risk based five year rolling plan for Gardening Services.
- 1.3.2 All necessary gardening supplies, products, and tools.

#### 1.4 MAINTENANCE ACTIVITIES

##### 1.4.1 LAWN



#### 1.4.1.1 MOWING

- Lawn areas are to be mowed with the frequency as indicated in the schedule.
- After mowing, all grass cuttings are to be utilized as green mulch in the planting areas or to be disposed of as directed by ATNS.
- In the course of mowing any area of lawn that is shaved or affects the ease and evenness of the cut is to be either manually or mechanically regarded to the correct levels.
- All areas where lawn abuts onto kerbs or footpaths are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath. No encroachment is to be allowed.
- No edges are to be cut using a spade. Only edge trimmers or shears may be used.
- All costs must be included in rates.

#### 1.4.1.2 FERTILISER

- **Lawn areas:**
  - Type 2:3:2 at a rate of 25 gr/m<sup>2</sup> at the frequency indicated in the schedule.
  - Type 5:1:5 at a rate of 20 gr/m<sup>2</sup> at the frequency indicated in the schedule.
  - Type Super phosphate at a rate of 35 gr/m<sup>2</sup> at the frequency indicated in the schedule.
  - Type Ammonium Sulphate at a rate of 30 gr/m<sup>2</sup> at the frequency indicated in the schedule.
  - Type KAN at a rate of 30 gr/m<sup>2</sup> at the frequency indicated in the schedule.
- **Application method:**
  - Fertilizers are to be applied using a mechanical spreader or calibrated hand spreader. Fertilizers are not to be applied by hand.



- After fertilization, all areas are to be thoroughly watered to avoid any possibility of burning and to encourage fertilizer penetration to the root zone.

#### 1.4.1.3 WATERING

- All areas of lawns are to receive a minimum of 25mm per week in both the summer and winter months.
- It is the Contractor's responsibility to provide the hoses and sprinklers required to carry out the above.
- Where there is no irrigation, it is the contractor's responsibility to hand water.

#### 1.4.1.4 WEED CONTROL

- All areas of lawn are to be kept weed free at all times. Constant checking and eradication of weeds is to be undertaken.
- Hand weeding is to be carried out on a regular basis. All root growth is to be removed.
- Broad leafed weeds are to be controlled utilizing the correct herbicide. No spraying is to be undertaken in narrow lawn areas where desirable plants may be damaged.
- Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.

#### 1.4.1.5 TOP DRESSING

- Top dressing utilizing fine soil is to be applied after scarification in August to fill up localized depressions in the lawn areas.

**Note: Two-part loam to one part river sand sieved. Prior to bringing to site the top dressing is to be approved by ACSA.**



## 1.4.2 SHRUBS AND GROUND COVER AREAS

### 1.4.2.1 CULTIVATION AND WEEDING

- All areas are to be kept weed free at all times. Weeding is to be carried out with the frequency as indicated in the schedule. Ensure all self-seeded tree lings are removed on a regular basis.
- Care must be taken to avoid damage to plants and plant roots during the cultivation process
- Should any plants die due to overzealous cultivation their replacement will be for the account of the contractor.
- Cultivate to ensure a loose, friable surface with no compaction.
- Any extraneous material that is brought to the surface during the cultivation process exceeding 25mm in any direction is to be removed by the contractor.
- As part of the cultivation process any area where die back has occurred historically or occurs naturally are to be replanted by division using the plant type originally present in the area, if the plant type allows. If this cannot clearly be determined ATNS is to be consulted.
- Prior to carrying out this process, areas to be replanted are to be thoroughly cultivated to a depth of 200mm and fertilized using 2:3:2 and Super phosphate at a rate of 25g/m<sup>2</sup> each.
- Planting, these areas are to receive additional watering for a period of no less than two months.
- Planting will be increased by the regular splitting and replanting of all ground covers and perennials. All areas to cultivated and fertilized before planting.

### 1.4.2.2 PRUNING

- General pruning is to be carried out throughout the year.
- Ground covers are to be cut back from bed edges and shrubs generally pruned as and when necessary. Judiciously remove dead or excessive material, in particular the dead flowers and leaves.





- All rubbish generated during pruning is to be removed from site at the end of each day.
- Major pruning should be undertaken after consultation with ATNS.

#### 1.4.2.3 FERTILISATION

- All planting beds are to be fertilized using 3:1:5 at a rate of 20gr/m<sup>2</sup> with a frequency as indicated in the schedule.
- All planting beds are to be fertilized using superphosphate at a rate of 35gr/m<sup>2</sup> with a frequency as indicated in the schedule.
- Following fertilization all areas are to be well watered.
- All primary areas as identified by ATNS are to be composted once per year using a 10mm layer of good quality organic compost over the area.

#### 1.4.2.4 WATERING

- All areas of shrubs, ground covers and perennials are to receive a minimum of 25mm per week throughout the year.
- The contractor is responsible for providing all necessary hoses, sprinklers, and fittings to carry out the above.
- Those areas not covered by the irrigation system are to be hand watered.

### 1.4.3 TREES

#### 1.4.3.1 FORMATIVE PRUNING

- Minimal formative pruning is to be carried out under the direction of ATNS.

#### 1.4.3.2 CULTIVATION AND WEEDING

- Water basins are to be created in shrub plantings where they do not already exist. Existing basins are to be reconstructed. These are to be maintained at all times.
- All basins are to be kept weed free and are to be lined with mulch 50mm thick which is to be replaced as and when necessary.



- Under no circumstances are line trimmers (weed-eaters) to be utilized around the base of trees. Stem protectors must be installed to all trees in general lawn areas.

**NB: Any tree dying due to damage by line trimmer is to be replaced by the Contractor at his own cost.**

#### **1.4.3.3 FERTILISATION**

- Superphosphate and 5:1:5 are to be applied at a rate of 100gr/tree of each, with the frequency as indicated in the schedule.
- After fertilisation, trees are to be thoroughly soaked.

#### **1.4.3.4 WATERING**

- All trees are to receive a minimum of 25mm per week throughout the year.

#### **1.4.3.5 PESTS**

- The contractor is to constantly monitor for pests throughout the garden and is to treat accordingly.
- Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used.
- Application of the pesticide is to be carried out fully in accordance with the manufacturer's specifications by a competent person.

### **1.4.4 LEAF LITTER AND GARDEN REFUSE REMOVAL**

#### **1.4.4.1 GENERAL**

- The contractor shall be responsible for the removal of the rubbish accumulated during the maintenance process.
- All rubbish generated is to be removed from garden areas at the end of each day.
- No stockpiles of leaves and waste are to be left overnight.



- All roads and pathways are to be kept swept and clean, the frequency being determined by the prevailing season and weather conditions.
- Leaves and grass clippings are to be utilized as much through all garden areas.

## 1.4.5 WATERING AND IRRIGATION

### 1.4.5.1 GENERAL

- The landscape contractor shall be solely responsible for ensuring that all areas of planting receive the amount of water specified herein and should cost accordingly, considering the extent and type of irrigation present on site.
- No exception will be tolerated for his failure to comply with this requirement.
- On this costs the contractor is to make allowance for all hose pipes, sprinklers, standpipes, and miscellaneous fittings

### 1.4.5.2 IRRIGATION

- The Landscape Contractor shall be responsible for monitoring the day to day running of the irrigation system and for carrying out all necessary sprinkler adjustments and minor repairs.
- A nominated Irrigation Contractor could be appointed to carry out the quarterly services if Necessary.
- Should a major malfunction occur outside the control of the irrigation contractor this is to be reported immediately to ATNS in writing (Email) in order that the costs can be approved, and repairs speedily implemented. Should the contractor fail to report such a malfunction and plants die as a result; the replacement cost shall be for his account.

## 1.4.6 MACHINERY AND TOOLS

### 1.4.6.1 GENERAL

- It is the contractor's responsibility to supply, maintain and run all machinery necessary to carry out all the specifications herein.



- In addition, the supply and replacement of all tools and equipment are the responsibility of the contractor.

#### 1.4.6.2 MAINTENANCE

- All machinery is to be maintained in good working order at all times. Servicing must be carried out on a regular basis in accordance with manufacturer's recommendations.
- All blades on mowers must be kept sharp at all times in order to achieve the quality of cut required.
- Should a tool or machine fail beyond repair, it is the contractor's responsibility to replace the equipment within 24-hours.

#### 1.4.7 UNIFORMS AND PROTECTIVE CLOTHING

##### 1.4.7.1 GENERAL

- The maintenance contractor is to supply all his staff with clothing of uniform colour and styles, clearly marked with his name. This applies to both male and female members of staff.
- It is the maintenance contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
- All machine operators must be clothed in the correct protective clothing such as goggles, ear protectors and safety shoes.

#### 1.4.8 ADDITIONAL PLANT MATERIAL

##### 1.4.7.2 GENERAL

- An allowance has been made for upgrading the existing planting. This allowance will be used as and when directed by ATNS.

#### 1.5 SPECIAL NOTES

##### 1.5.1 GENERAL

- 1.5.1.1 No planting is to be carried out on site without the written consent of ATNS.



- 1.5.1.2 Should any planting be carried out without authority the cost of the materials and their removal shall be for the maintenance contractor's account
- 1.5.1.3 No instructions in this regard are to be taken from any member of staff without first having obtained permission from the person responsible for garden maintenance.

## 1.5.2 PAVING/CRUSHER STONE

### 1.5.2.1 WEEDING

- All areas of paving/crusher stone shall be kept free of weeds at all times. This will involve both hand weeding and the careful application of selected herbicides such as "Round Up" or "Rider".
- It is the maintenance contractor's responsibility to ensure that the herbicides are applied without damage to any of the surrounding plantings.
- Application of the above is to be carried out fully in accordance with the manufacturer's specifications by a competent person using protective gear.
- Any damage caused to the paving or plants as a result of the above work is to be repaired by the maintenance contractor at his own cost.
- All crusher stone areas shall be maintained in such a manner that no plastic/bidim underlay will be visible.

## 1.6 PAYMENT

All invoicing must reach ATNS by the 25th of each month unless specifically requested by the client to do otherwise.

	Area	Unit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Lawn/Grass</b>														
2:3:2	4500	m <sup>2</sup>			1							1		
5:1:5	4500	m <sup>2</sup>							1					
Topdressing	3300	m <sup>2</sup>									1			



Mowing	4500	m <sup>2</sup>	2	2	2	2	2	2	2	2	2	2	2	2
<b><u>Shrubs/plants</u></b>														
5:1:5	300	m <sup>2</sup>			1							1		
Superphosphate	300	m <sup>2</sup>							1					
Compost	300	m <sup>2</sup>							1					
Cultivation and weeding	300	m <sup>2</sup>	2	2	2	2	2	2	2	2	2	2	2	2
<b><u>Trees</u></b>														
Mission Olive	14													
Palm	16													
5:1:5					1			1			1			1
Superphosphate				1				1			1			1
<b><u>Paving</u></b>														
Weed killer	850	m <sup>2</sup>	1			1				1			1	
<b><u>Crusher stone</u></b>														
Weed killer	1100	m <sup>2</sup>												
Rake	1100	m <sup>2</sup>	2	2	2	2	2	2	2	2	2	2	2	2
Plastic underlay	1100	m <sup>2</sup>	2	2	2	2	2	2	2	2	2	2	2	2

- Type 2:3:2 at a rate of 25 gr/m<sup>2</sup> at the frequency indicated in the schedule.
- Type 5:1:5 at a rate of 20 gr/m<sup>2</sup> at the frequency indicated in the schedule.
- Type Super phosphate at a rate of 35 gr/m<sup>2</sup> at the frequency indicated in the schedule.

### 1.7 ADHOC SERVICES

All ADHOC services, unit replacement and new installations at any ATNS site as required (To be invoiced separately).



## 1.8 MANAGEMENT

### 1.8.1 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.

### 1.8.2 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.

### 1.8.3 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

### 1.8.4 Management meetings



- 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.

### 1.8.5 ACSA Access Permits

- The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it.
- 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.

## 1.9 GENERAL

- 1.9.1 Contractor shall provide all staff PPE.
- 1.9.2 Provide all materials, labour, and transport to complete the activities, the removal of existing items/units and the installation of the new items/units.
- 1.9.3 Provide quoted prices which is inclusive of all items (preparation, material, labour and transport costs).
- 1.9.4 The supplier must create and submit an OHS Safety file.

## 1.10 QUALITY

### 1.10.1 Quality Standards

- The delivery of services to ATNS Shall be carried out with best quality and to a high class of workmanship.
- All work shall conform to all relevant standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
- All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times comply with OEM requirements.
- The Company reserves the right to inspect all equipment/tools at any time and to prevent or prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.





## 1.11 CONTRACTORS' RESPONSIBILITIES

### 1.11.1 The Contractor shall

- Provide all the necessary skills, resources, tools, equipment, and experts, to carry out the works.
- Review, familiarize and understand the proposed sites including all constraints and environmental factors
- Review, familiarize and understand the operational requirements of the facilities at all ATNS sites.
- Conduct any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
- The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works.
- Use Safety equipment 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 maintain good housekeeping standards in the area where he is working for the duration of the contract.
- Ensure that no person performs an unsafe / unhygienic act or operation whilst on Company premises.
- Ensure that no unsafe/dangerous equipment or tools may be brought onto or used on Company premises.
- Ensure that 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.



### 1.12 RESOURCE REQUIREMENTS

- Three (3) personnel are required on site to execute the works, of which one must be a supervisor.
- All key personnel must be well trained and competent in the application of garden maintenance and grass cutting services.
- Provide all key personnel CV's indicating previous experience in garden maintenance and grass cutting.
- Services Provide supervisor's certificate for training attended in (i) Brush cutter Operator Certificate (ii) tree felling / chainsaw certificate (iii) First Aid Certificate



## ANNEXURE B: PRICING SCHEDULE

### Gardening and Landscaping Service Costing Schedules

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.

Fortnightly	Estimated m <sup>2</sup>	Monthly Costs	Yearly Costs
Year 1	± 7000 m <sup>2</sup>		
Year 2			
Year 3			
Year 4			
Year 5			
		<b>Total Price (5 Years), VAT Excl.</b>	
		<b>VAT @ 15% (if applicable)</b>	
		<b>Total Price (5 Years), VAT Excl. (where applicable)</b>	

### ADHOC Rates

Description	UOM	Year 1	Year 2	Year 3	Year 4	Year 5
Callout fee normal hours	Rate per hour					
Callout fee after hours	Rate per hour					



Travelling Rates for Ad-Hoc Garden and Landscaping Service	Rate per KM					
Spares Mark-Up.	%	15%	15%	15%	15%	15%
Proof of the expenses must accompany invoices						

NAME OF THE COMPANY.....

DESIGNATION.....

SIGNATURE.....

CSD NUMBER.....



## THE EVALUATION OF THE RFQ:

Stage 1	Acquisition strategy (BBBEE Level 1 to 4)
Stage 2	Mandatory Requirements
Stage 3	Price and BBBEE

### STAGE 1

#### ***Preferential Procurement Reform:***

**The Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.**

ATNS Preferential Procurement (PP) requirements as per the ATNS Supply Chain Management Policy which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. In particular, ATNS shall deal with local B-BBEE suppliers with a B-BBEE contribution of level **1 to level 4**.

Suppliers not meeting the requirements of the Preferential Procurement are required to clearly identify any possible teaming arrangement which could be established with South African BBBEE compliant enterprises, and which could result in significant Transfer of Technology and Skills development. Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favourably by the Company during the Tender evaluation process.

Partnership must be in the form of Joint Venture Agreement or Consortium Agreement between compliant B-BBEE and non-B-BBEE Organisation/or foreign supplier in order to meet the policy requirements.

All responsive tender offers shall be evaluated in terms of 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 2000.



REFERENCE	REQUIREMENT	YES	NO
1	Does the Bidder meet the Preferential Procurement requirements? (If yes, indicate by tick below, if No complete section 2 below)		
1.1	Suppliers with B-BBEE contribution: Level 1- 4 (this requirement is a must for local suppliers)		

**STAGE 2: MANDATORY REQUIREMENTS**

***FAILURE TO SUBMIT ALL OF THE BELOW REQUIREMENTS WILL RESULTS ON YOUR QUOTATION BEING DISQUALIFIED***

Mandatory Criteria	Proof Required
Provide three (3) proof of Previous Gardening services 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 RFQ.	Yes
Proof of membership to Garden Centre Association or South African Nursery Association membership	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

**STAGE 3: PRICE AND BBEE:**

**Evaluation for Price and BBEE**



Quotations will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for B-BBEE points claimed.

<b>PRICE</b>	<b>80</b>
<b>B-BBEE COMPLIANCE</b>	<b>20</b>

B-BBEE rating certificates are applicable, and points 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 and Statements which will be verified.

<b>BBBEE Status Level of Contributor</b>	<b>Number of Points (80/20 System)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

ATNS shall evaluate suppliers in accordance with the B-BBEE Codes of Good Practice.

All responsive tender offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. The 80/20 Point System shall be applicable in accordance with the ATNS' Procurement Policies and Procedures.

### **CONTRACT TERMS**

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. Tenderer should accept that their tender 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 tenderer will be advised as soon as possible in writing.



The successful tenderer 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 tenderer to have adequate professional indemnity insurance. All Tenderers 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.

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

*ATNS reserves the right to reject, withdraw or cancel any or all Proposals/Tenders, to undertake discussions with one or more Tenderers and to accept that tender or modified tender which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.*





**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ATNS/FACT/RFQ015/2022/23_GARDENING	CLOSING DATE:	22 July 2022	CLOSING TIME:	12:00
DESCRIPTION	Appointment of an experienced service provider to provide Gardening Services to ATNS Cape Town International Airport (FACT) for a period of five (5) years.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
RFQ can be sent by email to: <a href="mailto:Thabom@atns.co.za">Thabom@atns.co.za</a> or Hand Delivered at ATNS head Office:					
Eastgate Office Park, South Boulevard					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Thabo Maribe			CONTACT PERSON	
TELEPHONE NUMBER	011 607 1475			TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:Thabom@atns.co.za">Thabom@atns.co.za</a>			E-MAIL ADDRESS	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			OR CENTRAL SUPPLIER DATA BASE No: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]			B-BBEE STATUS LEVEL AFFIDAVIT SWORN	[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				



			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>			



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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: .....



## 1 PROTECTION OF PERSONAL INFORMATION

- 1.1 The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
- 1.2 The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
- 1.3 Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
- 1.3.1 process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information.
- 1.3.2 without prejudice to the generality of the foregoing, ensure that appropriate,



reasonable technical and organisational measures shall be taken by it/them to prevent –

- 1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and
  - 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
  - 1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.
- 1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause.
- 1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.
- 1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

## 1. POPIA CONSENT



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