

INVITATION TO BID

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



**REQUEST FOR PROPOSALS (RFP):
ATNS/HO/RFP01/04/2026/27/PHYSICAL GUARD**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF GUARDING /
PHYSICAL SECURITY SERVICES AT ATNS HEAD OFFICE AND FAOR REGION
REMOTE SITES FOR A PERIOD OF FIVE (5) YEARS**

**BID REQUIREMENTS: VOLUME 1 A - GENERAL INSTRUCTIONS AND
ADMINISTRATIVE REQUIREMENTS**

APRIL 2025

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

REFERENCE NUMBER	ATNS/HO/RFP01/04/2026/27/PHYSICAL GUARD
DESCRIPTION	Appointment of a service provider for the provision of guarding / physical security services at ATNS head office and FAOR region remote sites for a period of five (5) years
ISSUE DATE	29 April 2026
CLOSING DATE	02 June 2026
CLOSING TIME	11h00, Central African Time (CAT)
COMPULSORY BRIEFING SESSION	Date: 06 May 2026
	Tender Briefing Time: 12h00, Central African Time (CAT)
	Venue: MS TEAMS Meeting ID: 358 034 715 678 309 Passcode: 5ZX6uw3q
	Note: Attendance of the Tender Briefing is compulsory.
BID SUBMISSION - PHYSICAL	Location: ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298
BID SUBMISSION - ONLINE	Request Process:
	- Email nhlanhlamda@atns.co.za and cc: tenders@atns.co.za
	- Email Subject Line: Include the tender number and description
	- A link will be provided for online submission upon receipt of the request
	- Deadline for Requesting the Link: 2 days before the closing date
	- Note: Requests after the deadline will not be processed

TABLE OF CONTENTS

BIDDERS DECLARATION AND STRUCTURE CLARIFICATION FORM	5
IMPORTANT NOTICE	7
SECTION A: INTRODUCTION AND SCOPE OF WORK.....	8
1. Introduction	8
2. Purpose of the bid.....	10
3. Sites and Service Locations	11
4. Scope of work.....	13
5. Validity Period	45
5. Correspondence during the Bid and Clarifications Before Closure.	45
6. Bid Structure	45
7. Procedures for Submitting Bids.....	46
SECTION B: BID EVALUATION PROCESS.....	47
8. Stage 1: Administrative Requirements	47
9. Stage 2: Mandatory requirements	48
10. Stage 3: Verification of PSIRA pricing structure guideline	49
11. Stage 4: Price and Preference Points System.....	49
12. Specific Goals.....	51
13. Verification of Specific Goals	51
14. ATNS Specific Goals	51
SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID.....	52
15. Disclaimer	52
16. Contract Terms.....	52
17. Cancellation of Procurement Process	53
18. Bid Submission Conditions, Instruction and Evaluation Process/Criteria.....	53
19. Negotiation and Contracting	53
20. Reasons for Rejection.....	53
21. General Conditions of Contract.....	53
22. Additional Information Requirements	54
23. Confidentiality	54
24. Intellectual Property, Inventions and Copyright	54
25. Non-Compliance with Delivery Terms.....	54
26. Warrants.....	54
27. Parties not affected by waiver or breaches	54
28. Retention.....	55

29. Central Supplier Database	55
30. Format of Bids	55
31. SARS Tax Clearance Certificate(S)	56
32. Declaration of Interest.....	56
33. Invitation to Bid	56
34. Pricing Schedule	56
35. Registration On the CSD.....	57
36. Registration Certificates and Accreditation with OEMS Or Professional Bodies.....	57
37. SBD1: Invitation to Bid - PART A	58
38. SBD 3.3: Pricing Schedule / Form of Contract	60
39. Protection of Personal Information.....	62
40. POPIA CONSENT.....	64
41. SBD 4: BIDDER'S DISCLOSURE	65
42. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	69
43. GENERAL CONDITIONS OF CONTRACT	75
44. APPENDIX A-FORM QUESTIONNAIRE	92

BIDDERS DECLARATION AND STRUCTURE CLARIFICATION FORM

NOTE TO BIDDERS:

Submissions from all prospective bidders must clearly specify their respective bidding structure by marking the relevant section with an 'X' below. Bidders must also indicate whether the primary bidding entity is main bidder or other to provide supporting documentation accordingly.

A. Bidding Structure Type

(Mark one with an 'X')

Structure Type	Mark (X)
Individual Bidder	
¹ Joint Venture (JV)	
Consortium	
With Sub-Contractors	
Other (Specify):	

B. Primary Bidder: Tender Submission Structure

(Mark one with an 'X' and provide documentation as applicable – see mandatory evaluation criteria)

Bidder Type	Mark (X)
Original Equipment Manufacturer (OEM)	
² Authorised Distributor / Reseller	
Other (Specify):	

C. Bidder Details

(Complete for Individual Bidder, Lead JV Member or Primary Entity in Consortium)

Item	Details
Registered Name of Bidder	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	

¹ If joint venture or consortium includes both OEM and distributor/reseller, clearly indicate each party's role and attach joint responsibility agreements.

² If the bidder is a distributor/reseller, a valid OEM authorisation letter must be attached.

D. Details of Joint Venture / Consortium Members*(Only complete if applicable – add more rows as needed)***Bidding partner/member 1:**

Item	Details
Company Name	
Registration No.	
VAT No.	
Contact Person	
E-mail	
Phone No.	
Role (OEM/Reseller/Integrator/etc.)	

Bidding partner/member 2:

Item	Details
Company Name	
Registration No.	
VAT No.	
Contact Person	
E-mail	
Phone No.	
Role (OEM/Reseller/Integrator/etc.)	

IMPORTANT NOTICE

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

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

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

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. The purpose of this bid is to appoint suitably qualified and compliant service providers to render comprehensive physical security services, including armed response, to the Air Traffic and Navigation Services (ATNS) FAOR Region sites.
- 2.2. The services are required to ensure the protection of ATNS personnel, infrastructure, equipment, and operations against all forms of security threats, including but not limited to theft, vandalism, trespassing, and unauthorised access.
- 2.3. The contract will be for a fixed period of sixty (60) months (five years), during which the appointed service providers shall deliver uninterrupted, professional, and compliant security services in accordance with ATNS requirements and applicable legislation.
- 2.4. ATNS intends to appoint two (2) service providers, who will deliver the full scope of services across the FAOR Region, allocated by cluster as follows:
 - 2.4.1. Service Provider 1: Cluster 1 sites.
 - 2.4.2. Service Provider 2: Cluster 2 sites.
- 2.5. Each appointed service provider shall assume full responsibility for all security services within its allocated cluster, including staffing, equipment, supervision, armed response, and compliance obligation.
- 2.6. Tender evaluation and cluster allocation framework.
 - 2.6.1. Bidders are required to submit one consolidated bid covering the full scope of work, inclusive of all specified clusters. Bids submitted for individual clusters, or a portion of the scope will not be considered
 - 2.6.2. Partial or incomplete bids shall be deemed non-responsive and will be disqualified at the evaluation stage. This includes any bid submission that excludes one or more clusters forming part of the overall scope of work
 - 2.6.3. The evaluation of bids shall be conducted on a holistic basis, with assessment focusing on the bidder's overall capability, pricing, resourcing,

and ability to deliver the entire scope of work. No cluster-level allocation will be undertaken during the evaluation process

- 2.6.4. Allocation of work across clusters shall be determined post-award, in accordance with the allocation methodology and rules set out in this bid document. Such allocation may be based on the successful bidder's proposed delivery approach, demonstrated capacity, performance considerations, and/or the ATNS's operational requirements

3. Sites and Service Locations

- 3.1. Security services shall be rendered across ATNS FAOR Region sites located in the following provinces:

- 3.1.1. Gauteng
- 3.1.2. North-West
- 3.1.3. Mpumalanga
- 3.1.4. Limpopo

3.2. Cluster 1

Site No.	Site Name	Province	Site Address (Narrative)	Coordinates (Lat, Long)
1	ATNS Head Office – Bruma	Gauteng	Eastgate Office Park, Block C, South Boulevard Road, Bruma	-26.179416749767995, 28.111392969412694
2	Pilanesberg VHF	North-West	±3 km from Pilanesberg Airport	-25.335283965212927, 27.171786590282206
3	Mafikeng VOR	North-West	±3 km from Mafikeng Airport	-25.7461863963139, 25.61491421517487
4	Isando Transmitters (HF)	Gauteng	±1 km from Simba Pepsico, Isando	-26.127195682934552, 28.212504677540583
5	Grasmere	Gauteng	Kalbasfontein, ±12 km from Thusanang Library	-26.414452403836275, 27.701759314020247
6	JSS Band 2 Radar	Gauteng	Emperors Palace, Jones Road, Kempton Park	-26.14864948529659, 28.222276279430677

3.3. Cluster 2

Site No.	Site Name	Province	Site Address (Narrative)	Coordinates (Lat, Long)
1	ATNS Aviation Training Academy (ATA)	Gauteng	Bonaero Park, Kempton Park	-26.135915770658446, 28.251055623841328
2	Heidelberg VOR	Gauteng	±10 km from Karan Beef, Heidelberg	-26.606837491043887, 28.320965851923226
3	Delmas Transmitters (HF)	Mpumalanga	±4.5 km from Magmos Motors, Delmas	-26.151620836866925, 28.54022951252322
4	Babsfontein (Main & Pump)	Gauteng	±2 km from Chalmar Beef along R25	-26.007428757064638, 28.37267264378104
5	Witbank	Mpumalanga	Witbank Airport (eMalahleni)	-25.838366707745458, 29.191634850820783
6	Polokwane Tower	Limpopo	Polokwane International Airport	-23.85904398431814, 29.453287819289287
7	Standerton VOR	Mpumalanga	±60 km from Standerton Town	-26.696656120904766, 28.867419380599863

- 3.4. ATNS intends to appoint two (2) service providers to deliver the full physical security scope across the FAOR Region, to ensure geographic coverage, operational resilience, and continuity of service.
- 3.5. The allocation of sites across these clusters will be balanced to distribute workload, risk exposure, and response responsibilities in a manner that avoids over-concentration of critical infrastructure under a single provider.
- 3.6. Each appointed service provider will therefore be responsible for a defined cluster of sites, encompassing a mix of high-density operational hubs (such as Head Office and training/aviation facilities) and remote navigation aid installations (such as VOR and tower sites).
- 3.7. This dual-provider model is intended to strengthen service reliability through built-in redundancy, improve incident response capability across dispersed locations, and

ensure competitive oversight and performance benchmarking between providers while maintaining consistent service standards across all ATNS FAOR Region sites.

4. Scope of work

- 4.1. The appointed service providers shall be required to deliver a fully integrated, end-to-end physical security service, incorporating static guarding, armed response, mobile patrols, control room monitoring, and incident management, across all ATNS FAOR Region sites for the full contract duration as follows:

4.1.1. General Responsibilities

- 4.1.1.1. The Service Provider shall be responsible for the safeguarding of all ATNS assets, infrastructure, information, and personnel against theft, burglary, vandalism, sabotage, unauthorised access, and any other security threats.
- 4.1.1.2. The Service Provider must have an established operational footprint within the province(s) where services are rendered, including:
 - a) A fully functional branch office; or
 - b) Demonstrable operational capability (including armed response and patrol support) within acceptable response times.
- 4.1.1.3. The Service Provider shall be fully responsible for the transportation, deployment, and supervision of all personnel to and from all sites, including remote installations.
- 4.1.1.4. All pricing submitted shall be:
 - a) Firm and fixed for the contract duration (unless otherwise specified in SCC/SLA);
 - b) Inclusive of all costs (labour, equipment, supervision, armed response, patrol vehicles, overheads, and statutory compliance);
 - c) Inclusive of VAT.
- 4.1.1.5. All deployed personnel shall be subject to vetting and security clearance processes, including screening by the State Security Agency (SSA), where required.
- 4.1.1.6. The Service Provider shall ensure that all personnel, equipment, patrol vehicles, and armed response capabilities meet or exceed the minimum requirements specified in this document.
- 4.1.1.7. The Service Provider shall maintain and submit the following verified documentation for all personnel within 30 days of contract award:

- a) Valid PSIRA registration certificates;
 - b) Certified identification documents;
 - c) SAPS criminal clearance certificates;
 - d) Training and competency certifications.
- 4.1.1.8. The Service Provider shall ensure full compliance with:
 - a) Private Security Industry Regulatory Authority Act (Act No. 56 of 2001);
 - b) Basic Conditions of Employment Act (Act No. 75 of 1997);
 - c) Occupational Health and Safety Act (Act No. 85 of 1993);
 - d) All other applicable legislation, regulations, and sectoral determinations.
- 4.1.1.9. The Service Provider shall ensure 100% staffing levels at all times. Any shortages must be immediately rectified and formally reported.
- 4.1.1.10. The Service Provider shall provide armed response services and patrol vehicles, where required, including:
 - a) Rapid response units linked to all sites;
 - b) 24/7 availability of armed response teams;
 - c) Defined response time SLAs;
 - d) Visible and random patrol coverage for high-risk and remote sites.
- 4.1.2. **Code of Conduct**
 - 4.1.2.1. The Service Provider shall ensure that all security personnel comply fully with the Private Security Industry Regulatory Authority (PSIRA) Code of Conduct, all applicable legislation, and ATNS policies, procedures, and site-specific rules at all times.
 - 4.1.2.2. The Service Provider shall, prior to deployment, ensure that every security officer:
 - a) Signs a confidentiality and non-disclosure agreement (NDA) specific to ATNS operations;
 - b) Signs a code of conduct and ethics declaration;
 - c) Undergoes induction on ATNS policies, site rules, emergency procedures, and security protocols.
 - 4.1.2.3. All personnel shall at all times:
 - a) Act in a professional, disciplined, and courteous manner toward ATNS employees, stakeholders, contractors, and members of the public;

- b) Maintain high standards of integrity, honesty, and accountability;
 - c) Refrain from any conduct that may compromise the safety, security, or reputation of ATNS.
- 4.1.2.4. The Service Provider shall ensure that personnel strictly protect all ATNS assets, infrastructure, and information, and shall:
 - a) Prevent unauthorised access, removal, or damage to property;
 - b) Immediately report any suspicious activity, security breaches, or incidents;
 - c) Safeguard sensitive and classified information from disclosure.
- 4.1.2.5. The Service Provider shall develop and implement site-specific security plans for each allocated site, which must include:
 - a) Risk and threat assessments;
 - b) Guard deployment and shift structures;
 - c) Integration of armed response and patrol services;
 - d) Incident escalation and communication protocols;
 - e) Emergency response procedures.
 - f) Such plans shall be submitted to ATNS for approval prior to implementation and reviewed periodically.
- 4.1.2.6. All personnel shall be properly uniformed and identifiable at all times, including:
 - a) Wearing clean and complete uniforms;
 - b) Displaying valid identification badges;
 - c) Maintaining a neat and professional appearance.
- 4.1.2.7. The following conduct shall be strictly prohibited while on duty:
 - a) Sleeping, negligence, or abandonment of post;
 - b) Consumption of alcohol or illegal substances;
 - c) Possession of unauthorised weapons;
 - d) Use of mobile phones for non-official purposes;
 - e) Engaging in unauthorised trading, solicitation, or private business activities;
 - f) Accepting bribes, gifts, or any form of inducement;
 - g) Misuse or unauthorised disclosure of information.
- 4.1.2.8. The Service Provider shall ensure continuous and effective patrolling and vigilance, including:
 - a) Routine and random patrols (foot and/or vehicle-based);
 - b) Active monitoring of access points and restricted areas;

- c) Immediate response to alarms, incidents, or suspicious activities.
- 4.1.2.9. The Service Provider shall ensure that all personnel conduct searches of persons, vehicles, and goods in accordance with:
 - a) Applicable legislation;
 - b) ATNS policies and procedures;
 - c) Respect for human rights and dignity.
- 4.1.2.10. The Service Provider shall enforce strict disciplinary procedures for any misconduct, including:
 - a) Immediate removal of personnel involved in serious misconduct;
 - b) Reporting of incidents to ATNS within 24 hours;
 - c) Replacement of personnel within agreed turnaround times;
 - d) Maintenance of disciplinary records for audit purposes.
- 4.1.2.11. The Service Provider shall ensure strict adherence to duty schedules and post allocations, and no personnel shall:
 - a) Leave their assigned post without proper relief;
 - b) Be absent without authorisation;
 - c) Deviate from assigned duties unless instructed.
- 4.1.2.12. The Service Provider shall ensure effective communication and reporting, including:
 - a) Immediate verbal reporting of incidents;
 - b) Recording of all activities in the Occurrence Book (OB);
 - c) Submission of daily, weekly, and monthly reports to ATNS;
 - d) Participation in operational and performance review meetings.
- 4.1.2.13. The Service Provider shall ensure that all personnel are fit for duty, including:
 - a) Being physically and mentally capable of performing assigned duties;
 - b) Undergoing periodic medical fitness assessments where required;
 - c) Not reporting for duty under the influence of alcohol or drugs.
- 4.1.2.14. The Service Provider shall ensure that all armed personnel:
 - a) Comply fully with the Firearms Control Act and related regulations;
 - b) Handle firearms responsibly and only when authorised;
 - c) Maintain strict control and accountability of all issued weapons and ammunition.
- 4.1.2.15. The Service Provider shall ensure a culture of continuous improvement and professionalism, including:

- a) Ongoing training and refresher programmes;
- b) Regular briefings and debriefings;
- c) Performance monitoring and corrective action implementation.

4.1.3. Security Aids and Equipment

- 4.1.3.1. The Service Provider shall, at its own cost, supply, deploy, and maintain all security aids, equipment, and resources necessary to effectively deliver the required services across all sites within the allocated cluster. All equipment shall be fit for purpose, compliant with applicable standards, and operational at all times.
- 4.1.3.2. As a minimum requirement, the Service Provider shall provide the following standard security equipment per site/post, where applicable:
 - a) Two-way radios (handheld), with sufficient coverage and connectivity to the control room
 - b) Spare batteries and charging units for all communication devices
 - c) Batons (issued in accordance with PSIRA regulations)
 - d) Handcuffs and restraint equipment
 - e) High-intensity torches/flashlights (suitable for night operations)
 - f) Whistles for emergency signalling
 - g) Official Occurrence Books (OB)
 - h) Pocketbooks and writing materials for all security officers
 - i) Standardised uniforms (including seasonal variations) and protective footwear
 - j) Identification cards/badges for all personnel
- 4.1.3.3. The Service Provider shall ensure that all communication equipment:
 - a) Is fully functional and tested at the start of each shift;
 - b) Provides uninterrupted communication between guards, supervisors, patrol units, and the control room;
 - c) Has redundancy/backup measures in case of failure (e.g., mobile phones or secondary radio systems).
- 4.1.3.4. Where required by the site risk profile, the Service Provider shall provide specialised security equipment, including but not limited to:
 - a) Handheld metal detectors and/or scanning devices
 - b) Breathalysers (where access control risk dictates)
 - c) Access control aids (manual registers, scanners, permit systems)

- d) CCTV monitoring interfaces (where guards are required to monitor systems)
 - e) Alarm system integration devices and panic buttons
- 4.1.3.5. The Service Provider shall provide and maintain patrol vehicles as part of the security solution, which shall:
 - a) Be sufficient in number to ensure adequate coverage of all sites within the allocated cluster;
 - b) Be roadworthy, licensed, insured, and regularly serviced;
 - c) Be equipped with tracking systems (GPS) to monitor patrol movements;
 - d) Be fitted with communication equipment linked to the control room;
 - e) Be available 24/7 to support patrols, inspections, and incident response;
 - f) Be clearly identifiable (branded) where required by ATNS.
- 4.1.3.6. The Service Provider shall ensure provision of armed response equipment, where applicable, including:
 - a) Licensed firearms issued only to authorised and trained personnel;
 - b) Ammunition in compliance with legal requirements;
 - c) Firearm safes and secure storage facilities;
 - d) Personal protective equipment (e.g., bullet-resistant vests where required);
 - e) Compliance with all Firearms Control Act requirements and safe handling procedures.
- 4.1.3.7. The Service Provider shall provide personal protective equipment (PPE) appropriate to the working environment, including:
 - a) Reflective vests (for visibility, especially during night operations or traffic control);
 - b) Weather-appropriate gear (raincoats, cold-weather clothing);
 - c) Safety boots and protective clothing where required;
 - d) Any additional PPE as dictated by site-specific SHE requirements.
- 4.1.3.8. All equipment provided shall be subject to regular inspection, maintenance, and replacement, and the Service Provider shall:
 - a) Maintain an up-to-date asset register of all equipment deployed;
 - b) Conduct routine checks to ensure operational readiness;
 - c) Immediately replace defective or non-functional equipment;
 - d) Ensure no site operates with inadequate or faulty equipment.

- 4.1.3.9. The Service Provider shall ensure proper control and accountability of all equipment, including:
 - a) Issuing equipment against signed registers;
 - b) Daily verification of issued items at shift handover;
 - c) Investigation and reporting of any lost, stolen, or damaged equipment;
 - d) Implementation of corrective measures to prevent recurrence.
- 4.1.3.10. The Service Provider shall ensure that all personnel are adequately trained in the use of all equipment issued to them, including:
 - a) Communication systems;
 - b) Search and detection equipment;
 - c) Patrol and tracking systems;
 - d) Firearm handling (where applicable);
 - e) Emergency and safety equipment.
- 4.1.3.11. ATNS reserves the right to inspect and audit all equipment at any time to verify compliance with contractual requirements. Any deficiencies identified shall be rectified by the Service Provider within stipulated timeframes and at no additional cost to ATNS.
- 4.1.3.12. The Service Provider shall ensure that all equipment deployed aligns with site-specific risk profiles, ensuring that higher-risk sites are equipped with enhanced security tools and resources.

4.1.4. Occurrence Book (OB) Management

- 4.1.4.1. The Service Provider shall maintain an official Occurrence Book (OB) at each site and/or control point, which shall serve as a formal, auditable, and legal record of all security-related activities, incidents, and observations.
- 4.1.4.2. The OB shall be:
 - a) Bound, sequentially numbered, and tamper-evident;
 - b) Maintained in permanent ink at all times (no pencil entries permitted);
 - c) Kept securely at the designated post and protected from unauthorised access, removal, or damage;
 - d) Available for inspection by ATNS representatives and authorised auditors at any time.

- 4.1.4.3. All entries in the OB shall be accurate, clear, chronological, and detailed, and must include, at a minimum:
 - a) Date and time of each entry;
 - b) Full name and signature of the person making the entry;
 - c) Shift commencement and handover details;
 - d) Details of all patrols conducted (time, route, findings);
 - e) All incidents, irregularities, and security breaches;
 - f) Actions taken and response measures implemented;
 - g) Visitor and contractor-related occurrences (where applicable);
 - h) Equipment issues, faults, or failures;
 - i) Any instructions received from supervisors or ATNS officials.
- 4.1.4.4. The Service Provider shall ensure that all incidents are recorded immediately upon occurrence, including:
 - a) Theft, attempted theft, or vandalism;
 - b) Trespassing or unauthorised access;
 - c) Safety hazards or environmental risks;
 - d) Alarm activations and responses;
 - e) Armed response or patrol interventions;
 - f) Any unusual or suspicious activities.
- 4.1.4.5. All OB entries shall be legible and free from ambiguity, and shall:
 - a) Not contain abbreviations unless commonly understood and approved;
 - b) Be written in a professional and objective manner;
 - c) Avoid speculative or unverified information.
- 4.1.4.6. The Service Provider shall ensure that no erasures, correction fluid, or overwriting is permitted in the OB. Any corrections shall:
 - a) Be made by a single line drawn through the incorrect entry;
 - b) Be initialled and dated by the person making the correction;
 - c) Not obscure the original entry.
- 4.1.4.7. The Service Provider shall ensure proper shift handover procedures, including:
 - a) Completion of a handover entry detailing the status of the site;
 - b) Signing off by both outgoing and incoming personnel;
 - c) Noting any outstanding issues, incidents, or instructions.
- 4.1.4.8. Supervisors shall:
 - a) Conduct daily inspections of the OB for completeness and accuracy;

- b) Countersign entries where required;
 - c) Ensure that all incidents are properly recorded and escalated;
 - d) Report any discrepancies or non-compliance to management.
 - 4.1.4.9. The Service Provider shall ensure that OB records are aligned with other reporting mechanisms, including:
 - a) Incident reports;
 - b) Control room logs;
 - c) Patrol tracking records;
 - d) Access control registers.
 - 4.1.4.10. The Service Provider shall retain completed OBs for a minimum period as prescribed by ATNS or applicable legislation, and shall:
 - a) Submit copies or extracts upon request;
 - b) Ensure secure archiving and retrieval of records;
 - c) Maintain confidentiality of all recorded information.
 - 4.1.4.11. In addition to manual OBs, the Service Provider may implement electronic occurrence reporting systems, provided that:
 - a) Such systems are approved by ATNS;
 - b) They provide equivalent or enhanced auditability and security;
 - c) Hard copy backups or exportable records are available when required.
 - 4.1.4.12. Any failure to maintain accurate and complete OB records shall be regarded as a material breach of contract and may result in corrective action, penalties, or removal of personnel.
- 4.1.5. **Access Control and Registers**
- 4.1.5.1. The Service Provider shall implement and maintain strict access control measures at all ATNS sites within the allocated cluster to ensure that only authorised persons, vehicles, and goods are permitted entry and exit.
 - 4.1.5.2. All access points (pedestrian and vehicular) shall be continuously controlled and monitored by trained security personnel, supported by documented procedures, registers, and verification processes.
- 4.1.6. **Visitor Access Control**
- 4.1.6.1. The Service Provider shall ensure that all visitors are:
 - a) Positively identified through valid identification documents (e.g., ID, passport, or driver's licence);

- b) Recorded in a Visitor Register prior to being granted access;
- c) Issued with a temporary access permit or visitor badge;
- d) Escorted at all times where required by site policy;
- e) Signed out upon exit, with exit time recorded.

4.1.6.2. The Visitor Register shall include, at a minimum:

- a) Date of visit;
- b) Full name and surname;
- c) Identification/passport number;
- d) Contact details;
- e) Person/department being visited;
- f) Purpose of visit;
- g) Time of entry and exit;
- h) Visitor signature;
- i) Security officer's name and signature.

4.1.7. **Contractor and Service Provider Access**

4.1.7.1. All contractors and third-party service providers shall:

- a) Be pre-approved by ATNS prior to site access;
- b) Present valid identification and proof of authorisation;
- c) Be recorded in a Contractor Register;
- d) Comply with ATNS security and SHE requirements;
- e) Be issued with temporary permits and, where applicable, PPE compliance verification;
- f) Be subject to tool, equipment, and material checks upon entry and exit.

4.1.8. **Vehicular Access Control**

4.1.8.1. The Service Provider shall ensure that all vehicles entering and exiting ATNS sites are controlled and recorded. This includes:

- a) Verification of driver identity and authorisation;
- b) Inspection of vehicles (including boot checks where applicable);
- c) Recording of vehicle details in a **Vehicle Register**, including:
 - (i) Date and time of entry/exit;
 - (ii) Vehicle registration number;
 - (iii) Driver's name and identification;
 - (iv) Company name (if applicable);
 - (v) Purpose of visit;
- d) Issuing of temporary vehicle permits where required.

4.1.9. Employee Access Control

4.1.9.1. The Service Provider shall:

- a) Verify that all ATNS personnel display valid access cards or identification badges;
- b) Prevent access by any person without proper authorisation;
- c) Monitor compliance with access control procedures;
- d) Report lost, stolen, or suspicious use of access credentials immediately.

4.1.10. Search Procedures

4.1.10.1. The Service Provider shall conduct searches of persons, vehicles, and goods in accordance with:

- a) Applicable legislation;
- b) ATNS policies and procedures;
- c) Respect for human rights and dignity.

4.1.10.2. Searches may include:

- a) Random and targeted searches;
- b) Bag and parcel inspections;
- c) Vehicle inspections;
- d) Use of detection equipment where applicable.
- e) All searches conducted shall be recorded in the appropriate register or OB.

4.1.11. Goods and Material Control

4.1.11.1. The Service Provider shall ensure strict control over the movement of goods, equipment, and materials by:

- a) Verifying delivery notes, waybills, or authorisation documents;
- b) Recording all incoming and outgoing items in a Goods Register;
- c) Preventing unauthorised removal of ATNS property;
- d) Conducting checks on tools and equipment brought onto site by contractors.

4.1.12. Register Management and Record Keeping

4.1.12.1. The Service Provider shall maintain the following registers (as applicable per site):

- a) Visitor Register;
- b) Contractor Register;

- c) Vehicle Register;
- d) Goods/Asset Movement Register;
- e) Key Control Register;
- f) Firearm Declaration Register (where applicable).

4.1.12.2. All registers shall:

- a) Be maintained in permanent ink or approved electronic format;
- b) Be complete, accurate, and up to date;
- c) Be securely stored and protected from unauthorised access;
- d) Be available for inspection by ATNS at any time.

4.1.13. Electronic Access Control Systems

4.1.13.1. Where electronic access control systems are in place, the Service Provider shall:

- a) Monitor and manage access control systems in accordance with ATNS procedures;
- b) Verify access logs and report anomalies;
- c) Coordinate with ATNS for system faults or irregularities;
- d) Ensure integration with manual registers where required.

4.1.14. Key Control Management

4.1.14.1. The Service Provider shall implement strict key control procedures, including:

- a) Maintaining a Key Register for all issued keys;
- b) Ensuring keys are issued only to authorised personnel;
- c) Recording issuance and return of keys with signatures;
- d) Reporting lost or unaccounted keys immediately;
- e) Ensuring secure storage of all spare or master keys.

4.1.15. Compliance and Audit

4.1.15.1. The Service Provider shall ensure that all access control processes:

- a) Comply with ATNS policies, site rules, and applicable legislation;
- b) Are subject to regular internal checks and supervisory inspections;
- c) Are auditable, with records retained for the required period.
- d) Any deviations, breaches, or irregularities shall be immediately reported to ATNS and corrective action implemented without delay.

4.1.16. Communication Systems

4.1.16.1. The Service Provider shall establish, operate, and maintain reliable, secure, and continuous communication systems to support all security operations across the allocated cluster, ensuring real-time coordination between static guards, supervisors, mobile patrol units, armed response teams, and the control room.

4.1.16.2. **General Requirements**

- a) The communication system shall:
 - (i) Operate on a 24/7 basis without interruption;
 - (ii) Provide clear, immediate, and effective communication across all sites;
 - (iii) Support rapid response to incidents, alarms, and emergencies;
 - (iv) Include redundancy and backup mechanisms to mitigate system failures;
 - (v) Be scalable to accommodate all sites within the allocated cluster.

4.1.16.3. **Two-Way Radio Communication**

- a) The Service Provider shall provide and maintain a two-way radio communication system, which shall:
 - (i) Be issued to all security personnel on duty (guards, supervisors, patrol units);
 - (ii) Ensure full coverage across all operational areas, including remote and high-risk locations;
 - (iii) Be linked to the central control room for coordination and dispatch;
 - (iv) Include sufficient channels to avoid congestion and interference;
 - (v) Be supported by spare batteries and charging infrastructure.
 - (vi) All radio communication shall follow **standard operating procedures (SOPs)**, including the use of call signs, communication protocols, and incident reporting codes.

4.1.16.4. **Control Room Integration**

- a) The Service Provider shall ensure that all communication systems are integrated with a 24/7 operational control room, which shall:
 - (i) Monitor all communications and site activities;
 - (ii) Receive and log all incident reports and alarms;
 - (iii) Dispatch armed response and mobile patrol units as required;
 - (iv) Maintain a centralised communication and incident log;
 - (v) Coordinate with emergency services, including SAPS and medical services;

- (vi) Provide real-time support and instruction to all deployed personnel.

4.1.16.5. **Mobile Communication and Backup Systems**

- a) The Service Provider shall provide secondary communication systems to ensure continuity, including:
 - (i) Mobile phones for supervisors, patrol units, and key personnel;
 - (ii) Alternative communication channels in case of radio failure;
 - (iii) Emergency contact lists for escalation.
 - (iv) These systems shall ensure uninterrupted communication capability under all circumstances.

4.1.16.6. **Alarm and Incident Communication**

- a) The communication system shall support:
 - (i) Immediate transmission of alarm activations and distress signals;
 - (ii) Rapid escalation of incidents to supervisors and control room;
 - (iii) Coordination of armed response and patrol deployment;
 - (iv) Real-time updates during incident management.
 - (v) All alarms and incidents must be logged and tracked until resolution.

4.1.16.7. **Communication Protocols and Discipline**

- a) The Service Provider shall enforce strict communication protocols, including:
 - (i) Use of professional and concise language at all times;
 - (ii) Adherence to call signs and identification procedures;
 - (iii) Prohibition of unauthorised or non-operational communication;
 - (iv) Immediate reporting of incidents, irregularities, or emergencies.
 - (v) All personnel shall be trained in communication procedures and protocols.

4.1.16.8. **Monitoring and Recording**

- a) The Service Provider shall ensure that:
 - (i) All communication activities are monitored and, where possible, recorded;
 - (ii) Communication logs are maintained and aligned with the Occurrence Book (OB) and incident reports;
 - (iii) Records are retained for audit and investigation purposes.

4.1.16.9. **Maintenance and Reliability**

- a) The Service Provider shall:
 - (i) Conduct regular testing and maintenance of all communication equipment;

- (ii) Ensure prompt repair or replacement of faulty devices;
- (iii) Maintain an inventory of all communication assets;
- (iv) Ensure that no site operates without functional communication systems.

4.1.16.10. Integration with Security Operations

- a) The communication system shall be fully integrated with:
 - (i) Mobile patrol operations (including vehicle tracking where applicable);
 - (ii) Armed response units for rapid deployment;
 - (iii) Access control points and site security posts;
 - (iv) Emergency response procedures.

4.1.16.11. Compliance and Audit

- a) The Service Provider shall ensure that all communication systems:
 - (i) Comply with applicable regulatory and licensing requirements;
 - (ii) Meet ATNS operational and security standards;
 - (iii) Are subject to periodic audit and performance review.

4.2. Qualifications and Competency Requirements of Security Personnel.

4.2.1. The Service Provider shall deploy competent, qualified, and duly registered security personnel to all ATNS sites, ensuring that all personnel meet the minimum statutory, regulatory, and ATNS-specific requirements for the effective delivery of services.

4.2.2. Minimum Statutory and Regulatory Requirements

- 4.2.2.1. All security personnel shall, at a minimum:
 - a) Be registered and in good standing with the Private Security Industry Regulatory Authority (PSIRA), with valid certification relevant to their role (minimum Grade C for guarding functions);
 - b) Possess a valid South African identity document or legal work permit;
 - c) Have no criminal record, supported by valid clearance from the South African Police Service (SAPS);
 - d) Comply with all requirements of the Private Security Industry Regulation Act (Act No. 56 of 2001) and associated regulations;

- e) Meet all applicable requirements of the Basic Conditions of Employment Act (Act No. 75 of 1997) and other labour legislation.

- f) 3.19.3. Minimum Educational and Functional Requirements

4.2.2.2. Security personnel shall:

- a) Have a minimum educational qualification of Grade 10 (or equivalent);
- b) Be able to read, write, and communicate effectively in English;
- c) Demonstrate the ability to complete registers, reports, and Occurrence Book (OB) entries accurately;
- d) Be capable of understanding and applying site-specific procedures and instructions.

4.2.3. **Experience Requirements**

4.2.3.1. The Service Provider shall ensure that personnel deployed have relevant experience, including:

- a) Proven experience in access control, guarding, and patrol duties;
- b) Experience in monitoring and responding to alarms and incidents;
- c) Familiarity with security procedures in critical infrastructure environments (advantageous);
- d) Supervisors shall have demonstrated supervisory and leadership experience in security operations.

4.2.4. **Training and Certification**

4.2.4.1. All personnel shall have successfully completed:

- a) Accredited security training programmes from recognised training providers;
- b) Induction training specific to ATNS operations, including site procedures, emergency response, and communication protocols;
- c) Refresher training at regular intervals to maintain competency;
- d) Specialised training where applicable, including:
 - (i) Access control and search procedures;
 - (ii) Incident reporting and documentation;
 - (iii) Customer service and stakeholder engagement;
 - (iv) Health, Safety, and Environmental (SHE) compliance.

4.2.5. **Armed Response Personnel (Where Applicable)**

4.2.5.1. Where armed response services are required, personnel shall:

- a) Hold valid firearm competency certificates issued in terms of the Firearms Control Act;
- b) Be licensed to carry firearms for business purposes;
- c) Have completed advanced armed response training;
- d) Demonstrate proficiency in the safe handling, storage, and use of firearms;
- e) Undergo regular firearm competency assessments and re-certification.

4.2.6. **Medical Fitness and Physical Requirements**

4.2.6.1. All personnel shall:

- a) Be physically and mentally fit to perform security duties;
- b) Be capable of standing, patrolling, and responding to incidents for extended periods;
- c) Not be under the influence of alcohol, drugs, or any impairing substances while on duty;
- d) Undergo medical fitness assessments where required.

4.2.7. **Professional Conduct and Behavioural Competencies**

4.2.7.1. All personnel shall demonstrate:

- a) High levels of discipline, integrity, and professionalism;
- b) Ability to interact respectfully and effectively with ATNS staff, stakeholders, and the public;
- c) Strong observation, vigilance, and situational awareness;
- d) Ability to respond calmly and effectively under pressure;
- e) Commitment to confidentiality and information security.

4.2.8. **Vetting and Security Screening**

4.2.8.1. The Service Provider shall ensure that all personnel:

- a) Are subjected to security vetting and screening, including State Security Agency (SSA) processes where required;
- b) Undergo background checks, including employment history verification;
- c) Are cleared prior to deployment and remain compliant throughout the contract period.

- d) ATNS reserves the right to verify and validate all personnel credentials independently.

4.2.9. Deployment and Replacement

4.2.9.1. The Service Provider shall:

- a) Ensure that only approved and compliant personnel are deployed to ATNS sites;
- b) Maintain a database of all deployed personnel, including qualifications and certifications;
- c) Replace any personnel who fail to meet requirements, demonstrate poor performance, or violate policies, within agreed timeframes;
- d) Ensure continuity of service without disruption during personnel changes.

4.2.10. Supervisory and Management Requirements

4.2.10.1. The Service Provider shall ensure that:

- a) Supervisors are competent, experienced, and available to oversee operations;
- b) Supervisors conduct regular site inspections, performance monitoring, and reporting;
- c) Management personnel engage with ATNS on performance reviews, incident management, and continuous improvement initiatives.

4.2.11. Compliance and Audit

4.2.11.1. All qualifications, certifications, and training records shall:

- a) Be documented, verifiable, and readily available for inspection;
- b) Be maintained and updated throughout the contract period;
- c) Be subject to audit by ATNS at any time.

4.3. Annexure A - List of Sites and Detailed Resources Required

No.	Site	Grade	No. of Guards	Job Purpose	Job Requirements	Other Security Aids
1	ATNS Head Office	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shifts - (1 Male - 1 Female) • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all pedestrians accessing the ATNS building. • Manual screening of pedestrians entering the ATNS head office. • Be a central information point for official visitors to the ATNS Head Office and other offices. • Control vehicles at ATNS parking. • Be the central emergency response control point for emergency response (SAPS, Fire services) 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Two handheld metal detectors • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone
2	ATNS ATA	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shifts - (1 Male - 1 Female) • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all pedestrians accessing the ATNS building. • Manual screening of pedestrians entering the ATNS head office. • Be a central information point for official visitors to the ATNS ATA • Control vehicles at ATNS parking. • Be the central emergency response control point for emergency response (SAPS, Fire services) 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Two handheld metal detectors • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone

No.	Site	Grade	No. of Guards	Job Purpose	Job Requirements	Other Security Aids
3	Vhf/VOR Pilanesberg	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitoring the parking area for criminal activities • Assist in emergency response 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone
4	Mafikeng VOR	Grade C - Unarmed	<ul style="list-style-type: none"> • 1 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitoring the parking area for criminal activities • Assist in emergency response 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone

No.	Site	Grade	No. of Guards	Job Purpose	Job Requirements	Other Security Aids
5	VOR Heidelberg	Grade C - Unarmed	<ul style="list-style-type: none"> • 1 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitoring the parking area for criminal activities • Assist in emergency response 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone
6	Isando	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitoring the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone

No.	Site	Grade	No. of Guards	Job Purpose	Job Requirements	Other Security Aids
7	Delmas	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • CCTV and alarm monitoring • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; • South African; PSIRA Grade C; • Proficient in English; • and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone
8	Babsfontein Main and Pump site.	Grade C - Unarmed	<ul style="list-style-type: none"> • 4 Day Shift • 4 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; • South African; PSIRA Grade C; Proficient in English; • and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone

No.	Site	Grade	No. of Guards	Job Purpose	Job Requirements	Other Security Aids
9	Witbank	Grade C - Unarmed	<ul style="list-style-type: none"> • 1 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; South African; • PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone
10	Grasmere	Grade C - Unarmed	<ul style="list-style-type: none"> • 1 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; South African; • PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone
11	Polokwane Tower	Grade C - Unarmed	<ul style="list-style-type: none"> • 1 Day Shift • 	<ul style="list-style-type: none"> • Access control for all pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Handheld metal detectors • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone

No.	Site	Grade	No. of Guards	Job Purpose	Job Requirements	Other Security Aids
12	JSS Band 2	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone
13	Standerton VOR	Grade C - Unarmed	<ul style="list-style-type: none"> • 1 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all vehicles and pedestrians. • Control the number of cars in the parking area. • Monitor illegal access to ATNS Premises. • Control the use of the parking area. • Monitor the parking area for criminal activities • Assist in emergency response. 	<ul style="list-style-type: none"> • No criminal offence; South African; • PSIRA Grade C; Proficient in English; • and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone

4.4. Hours of Duty

- 4.4.1. Monday - Sunday day shift and night shift (06:00 to 18:00 - Day Shift, 18:00 to 06:00 - Night Shift)
- 4.4.2. Public Holidays Day shift and night shift (06:00 to 18:00 - Day Shift, 18:00 to 06:00 – Night Shift)

4.5. Contract duration:

- 4.5.1. The duration of the contract will be 60 months, and a legally binding contract will be concluded by the ATNS and the successful service providers, which will outline each party's performance rights and obligations

4.6. Lost and found articles

- 4.6.1. Definition: Lost articles are articles found at the site and for which ownership cannot be established immediately. Such must be handed in at the ATNS security. All lost articles handed in at ATNS security must be recorded in the occurrence book.

4.7. Labour Unrest Incidents

- 4.7.1. Definition: When the Organisation personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.
- 4.7.2. Service Provider staff: service provider shall resolve the dispute between him/her and his/her staff outside the ATNS premises if necessary but will remain responsible for safety and security of ATNS property and its employees.
- 4.7.3. ATNS staff: The service provider shall assist ATNS' management to control its personnel by contacting relevant authorities e.g. SAPS so as to ensure the safety of the ATNS assets and staff against vandalism.

4.8. Checking of Service

- 4.8.1. Checking of service at the site shall be done at least once each shift by supervisory staff at the site as well as by the service provider management on at least a quarterly basis.
- 4.8.2. ATNS reserves the right to check the service rendered by the service provider at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification. Should the ATNS Security Team consider the standard objectionable they will notify the service provider accordingly in writing and the service provider shall cause the objectionable situation to be rectified to the standard required by the contract and specification as the case may be, at their own cost or charge.
- 4.8.3. ATNS reserves the right to require from the service provider that any of his/her employees be replaced where there is an evidence of non performance, non-compliance to the SLA and/or unethical behavior , in which case the employee(s) must leave the site forthwith. ATNS will not be held responsible for any damages or claims which may arise because of this and the service provider indemnifies ATNS against any such claims and legal expenses.
- 4.8.4. ATNS's representative will have the right to check on a daily basis whether sufficient personnel are available at the site in terms of the conditions and specifications of contract.
- 4.8.5. All personnel shortages must be noted down in the occurrence book.

4.9. Investigations in terms of the code of conduct for security service providers.

- 4.9.1. ATNS reserves the right to contact the Private Security Industry Regulatory Authority for them to institute an inquiry into whether the service provider's workforce is registered with them and employees are in possession of training certificates of an accredited training centre. Furthermore, whether the service provider is paying security officers (for the purpose of this contract), the minimum monthly basic wage as prescribed for Area concerned of the Order for the Security Services Trade.
- 4.9.2. ATNS reserves the right to screen the recommended company with State Security Agency before appointment.

- 4.9.3. ATNS reserves the right to terminate the whole contract or sites upon issue of one month written notice should the needs of ATNS change during the contract period.

4.10. Damages and Losses

- 4.10.1. The Service provider shall be held liable for any damage or loss suffered by ATNS, as a result of the Service Provider's own or his/her employee's negligent or intentional act or omission.
- 4.10.2. ATNS is indemnified against any liability, compensation or legal expenses in respect of the following cases:
 - 4.10.2.1. Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.
 - 4.10.2.2. Damage to or destruction of any equipment or property of the service provider during the execution of their duties.
 - 4.10.2.3. Any claims and legal costs which might ensue from the failure by or acts committed by the security personnel against third persons, which acts include illicit/illegal arrests and other illicit/illegal wrongful deeds.

4.11. Third Party / Public Liability Insurance

- 4.11.1. The Service Provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
- 4.11.2. Copy of such insurance contract must be handed to ATNS's representative on commencement of the service.
- 4.11.3. Evidence that such insurance premiums have indeed been paid, must be furnished annually.
- 4.11.4. The minimum amount of Third Party/Public Liability Insurance shall be R1, 000,000.00 for any single claim and must include the use of firearms. The number of claims being unlimited during the period of the contract.

4.12. Use of the Air Traffic and Navigation Services (ATNS) resources.

- 4.12.1. The Service Provider may not, unless otherwise specified, make use of any of ATNS's equipment, aids and/or property, for purposes of compliance with the conditions, which include inter alia vehicles, stationery, firearms, rooms and furniture.
- 4.12.2. The service provider shall be responsible for the payment of telephone calls made by his/her personnel.
- 4.12.3. At the sites where ATNS has water and electricity they shall be provided free of charge to the service provider for the purposes of rendering the services.
- 4.12.4. The Service Provider shall ensure that ATNS's property is not misused.
- 4.12.5. The Service Provider is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.
- 4.12.6. All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions will be provided.

4.13. SHE Specification document

4.13.1. Roles and responsibilities

- 4.13.1.1. The appointed service providers shall:
 - a) Carry out all duties as listed in sections 8, 9 and 10 of OHS Act 85 of 1993 as well as the various applicable regulations that form part of the OHS Act 85 of 1993.
 - b) Carry accountability and responsibility for the safety and health of their employees within their working areas, as contemplated by section 37(2) of the OHS Act 85 of 1993.
 - c) Shall keep a record of all employees including date of OHS induction, relevant skills and licenses and be able to produce this list at the request of the ATNS Project Manager.
 - d) Ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment and that they advise and assist these appointees in the execution of their duties.
 - e) Ensure that the minimum legislative, regulatory and ATNS SHE requirements are complied with on site.
 - f) Compile a SHE (Safety, health and environmental) file where all relevant health and safety records are kept.

4.14. The contractor site supervisor shall:

4.14.1. A part time supervisor must be appointed and shall be:

- 4.14.1.1. Be competent to perform the required supervisory tasks.
- 4.14.1.2. Have attended a supervision or legal liability competent training from a SAQA approved training provider.
- 4.14.1.3. Ensure their employees comply with the required statutory and ATNS requirements.
- 4.14.1.4. Ensuring a safe working environment is established and maintained by the contractor for the elimination of unsafe acts by all people whilst on the project site.
- 4.14.1.5. Assist the appointed principal contractor with the handing over process, in particular the SHE file and relevant documentation.

4.14.2. Section 37(2) of OHS Act 85 of 1993 (Legal) Agreement

4.14.2.1. A section 37(2) agreement shall be signed between ATNS Contract Manager/Project Manager and the appointed service provider at the time of awarding the contract. This agreement shall be submitted as part of the safety file package.

4.14.3. Site Access requirement

4.14.3.1. The safety file package shall be submitted to the SHE unit within 30 days before the agreed project commencement date.

4.14.3.2. Within 30 days the successful contractor commences with any work, the following items are required by the ATNS Project Manager/Contract manager:

- a) A copy of the SHE Specification document is in the possession of the responsible person of the contracting company.
- b) The responsible person of the contracting company and the ATNS project manager/contract manager have signed the ATNS section 37 (2) agreement.
- c) The appointment of the appointed principal contractor has been concluded and signed by the appointed principal contractor and appointed project manager.
- d) Where a sub-contractor(s) is appointed by the appointed principal contractor, the contractor supplies the applicable ATNS SHE specifications to the sub-contractor(s).

- e) The SHE unit shall assess and give written feedback to the appointed principal contractor. The safety file shall be approved in the form of a written letter from the SHE unit.

4.14.4. Risk assessment (refer to section 8 & 9 of the OHS Act)

- 4.14.4.1. The appointed principal contractor shall develop a Risk Assessment in line with Section 8 (2)(d) of the OHS Act. Emerging risks and hazards shall be managed for the duration of the contract. This means that if there are significant changes to a process or activity, or any new process, then these should also be subjected to a risk assessment.
- 4.14.4.2. All risks shall be rated. Activity based risk assessments shall be conducted by a competent person (Hazard Identification and Risk Assessment) of the Appointed Contractor.

4.14.5. Personal Protective Equipment (PPE)

- 4.14.5.1. Appointed principal contractor shall comply with the requirements of General Safety Regulations (GSR) 2 of the OHS Act.
- 4.14.5.2. The risk-based PPE matrix shall be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
- 4.14.5.3. Where there are unusual instances where particular activities require additional type of PPE, then a risk assessment shall be conducted where such PPE requirements will be identified, and the issuing will be carried out.
- 4.14.5.4. Appointed principal contractor shall ensure that his/her visitors wear and use the correct PPE whilst on worksites.
- 4.14.5.5. Where PPE is required and visitors are not in possession of it, then it is the individual contractor's responsibility to provide the PPE.
- 4.14.5.6. All PPE purchased and used by all contractor employees including visitors shall comply with the relevant SANS standards.
- 4.14.5.7. Where deemed as a requirement, then high visibility vests shall be worn.

4.14.6. Incident Investigation

- 4.14.6.1. All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9 and where injuries as contemplated in sections 24 and 25 have been sustained, be reported to the Department of employment and labour.

- 4.14.6.2. Appointed principal contractor shall develop their own incident management procedure.
- 4.14.6.3. The appointed contractor shall use the standard General Administrative Regulation Annexure 1 "Recording of an Incident" form for all incident investigation reports.

4.14.7. Emergency Management

- 4.14.7.1. The appointed contractor shall develop his/her own emergency management procedure detailing the possible emergencies that could arise due to the activities that he/she conducts at ATNS premises and how he/she will evacuate the area in case of any emergency.
- 4.14.7.2. Periodic emergency drills shall be undertaken to test the effectiveness of the plan. This shall be recorded and provided on request.

4.14.8. Non-Conformance and Compliance

- 4.14.8.1. Any non-compliance to any health and safety requirement in this SHE specification is subject to discipline.
- 4.14.8.2. Should the contractor fail to provide adequate PPE to their employees for the tasks being performed and/or to visitors; failure to enforce the wearing of such PPE will be viewed as a transgression of the legislative and ATNS requirements.

4.14.9. COVID

- 4.14.9.1. The appointed principal contractor shall be registered with an appropriate employment compensation commissioner and shall have available a valid letter of good standing (LoG) from a commissioner. The obligation lies with the appointed principal contractor to ensure that the LoG remains valid throughout the contract period. A copy of the LoG shall be filed in the SHE file.

4.14.10. Statutory Appointments

- 4.14.10.1. For the duration of the contract, the appointed principal contractor shall appoint competent employees who will meet the requirements of the OHS Act. Where appointments are made, the contractor shall ensure that the appointees have been suitably trained and or informed of their responsibilities before getting them to accept such appointment. The

relevant statutory appointments shall be made in accordance with the requirements of the OHS Act which includes the requirement of a competent person being appointed in the relevant roles.

4.14.11. Costing for SHE within the Project

4.14.11.1. The costing for SHE must be based on the overall scope of the project (i.e.) Training, provision of PPE, safety equipment purchases etc.

4.15. SHE files

4.15.1. The following items are required in a SHE file:

4.15.1.1. The principal contractor is required to keep a SHE file on every project site. If there is more than one site per project, a file per site shall be kept at that site. Principal contractor may keep additional files at his/her head office as additional records. The SHE file shall be maintained by the principal contractor on his/her project sites and shall be available on request for audit and inspection purposes.

4.15.1.2. The SHE file shall consist of the requirements in terms of the project's safety specification, the principal contractor's safety and health plans.

4.15.1.3. The sequence of filing the documentation shall be kept in the same sequence as listed in this SHE specification and the SHE plan.

4.15.1.4. Each record shall be separated by partitions to afford easy identification and access. Each partition shall be labelled.

4.15.1.5. On completion of the work/project, the principal contractor shall hand over a consolidated health and safety file to the project/contract manager.

4.15.1.6. In case where the project is extended, should the documentation in the SHE files become cumbersome, the older documentation shall be archived in boxes which shall be correctly labelled and be available for auditing purposes. The archived documentation shall be handed over at the completion of the project.

4.15.1.7. SHE file shall be submitted as per the Occupational Health and Safety Act No. 85 of 1993 and regulations requirements for approval by ATNS SHE unit before any project may commence at the site

5. Validity Period

- 5.1. Proposals must remain valid for **120 days** from submission.
- 5.2. Bidders may request an extension to this validity period in advance, providing reasons and justifications for the additional time required.
- 5.3. However, ATNS reserves the right to approve or decline such requests in the interest of maintaining the competitiveness, fairness, and transparency of the bidding process.
- 5.4. Bidders will be notified in writing regarding any matters related to extensions, if and/or when necessary.

6. Correspondence during the Bid and Clarifications Before Closure.

- 6.1. All queries should be directed to:
 - 6.1.1. **Nhlanhla Mdamba:** nhlanhlamda@atns.co.za (cc: tenders@atns.co.za)
 - 6.1.2. Insert the reference number and description of tender on the subject line
 - 6.1.3. All written queries and requests for clarification regarding this bid must be submitted using the **APPENDIX A-FORM QUESTIONNAIRE** by latest **26 May 2026** at 16h00 CAT.

7. Bid Structure

- 7.1. The bid must be submitted in **two parcels**:
 - 7.1.1. **Parcel A – Administrative and Financial Requirements**
 - **Volume 1A:** General instructions and administrative requirements

NOTE: *SBD 6.1 - Preference Points Claim Form which is part of Volume A will be inserted in their Parcel C as indicated below*

- 7.1.2. **Parcel B – Evaluation Phases**
 - **Phase 1:** Administrative Requirements
 - **Phase 2:** Mandatory requirements
 - **Phase 3:** Verification of PSIRA pricing structure guideline
- 7.1.3. **Parcel C – Evaluation Phases**
 - **Phase 4:** Annexure B: Pricing schedule
 - **Phase 4:** SBD 6.1 - Preference Points Claim Form

8. Procedures for Submitting Bids

8.1. **Closing date and time: 02 June 2026, 11h00 CAT**

8.2. Submissions can be made **online or via hard copy**.

8.2.1. For online submissions: Request a secure portal link by **29 May 2026**.

8.2.2. Hard copy submissions: Include **one original, one copy, and one PDF** version on USB.

8.2.3. Hard copies must be submitted to:

ATNS Company Limited

Eastgate Office Park, Block C

South Boulevard Road, Bruma, 2298, South Africa

SECTION B: BID EVALUATION PROCESS

The bid evaluation process for this RFP will be conducted in Four (4) distinct stages as follows:

9. Stage 1: Administrative Requirements

No.	Requirement	Description
9.1.	Tax Compliance Certificate	Proof of tax compliance demonstrating that the bidder meets SARS requirements.
9.2.	Registration on Central Supplier Database (CSD)	Bidder must be registered on the National Treasury Central Supplier Database.
9.3.	Company Registration Documents	Certified copies of official registration documents as proof of legal entity status.
9.4.	Completed ATNS Bid Forms	Submission of completed National Treasury Standard Bidding Documents (SBD forms), including:
8.4.1	✓ SBD 1	Invitation to Bid
8.4.2	✓ SBD 3.2	Pricing Schedule
8.4.3	✓ SBD 4	Declaration of Interest
8.4.4	✓ SBD 6.1	Preference Points Claim Form
8.4.5	✓ GCC Acknowledgment	Acknowledgment of the General Conditions of Contract

Failure to meet administrative requirements may result in bid rejection.

9.5. Non-Compliance with Administrative Requirements

9.5.1. 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 **seven (7) days** to achieve full compliance.
 - The supplementary information must strictly address **administrative requirements** and **not be substantive** in nature.

10. Stage 2: Mandatory requirements

- 10.1. The below table enlists mandatory requirements that bidders must comply with.
- 10.2. If the bidder fails to comply with any of the below mandatory requirements, ATNS will exclude it from further evaluation.

No.	Mandatory Criteria	Required proof / Evidence
1	Compulsory Briefing Session	Registration/attendance confirmation via Microsoft Teams by the authorised company representative/delegate. Registration of the bidder's details by the delegate into the meeting will be accepted as attendance confirmation of the compulsory briefing session by the respective bidder and will be used as proof of attendance. Attendance is mandatory. Failure to attend will result in automatic disqualification with no exceptions. One attendee will be allowed to register for one bidder only.
2	PSIRA- Company registration	Valid PSIRA certificates for the company
3	PSIRA-registration (Directors)	Valid PSIRA certificates for all directors
4	PSIRA-registration (Compliance)	Valid PSIRA letter of good standing of the company
5	Registration with National Bargaining Council for the private security sector (NBCPSS)	Valid National Bargaining Council for the private security sector (NBCPSS) letter of good standing of the company.
6	Armed Response Vehicle (Company)	Proof of company vehicle ownership (Bidder shall supply proof of Company Vehicle registration certificate OR a signed leasing agreement with vehicle registration certificates of the Vehicle Lessor)
7	Registration with Private Security Sector Provident Fund	Valid PSSPF (PRIVATE SECURITY SECTOR PROVIDENT FUND) letter of good standing or submit a valid proof of exemption from PSSPF issued by PSSPF. Confirmation of registration will not be accepted.
8	Company Track Record	Bidder must provide three (3) reference letters of physical security services rendered in the past 5(five) years, which must have a date when the service was rendered, the letter must be signed and in previous clients' letterhead.
9	ICASA certificate	The bidder must provide a Valid ICASA certificate of the company or a signed rental agreement with the ICASA license holder and their valid ICASA certificate
10	Locality Footprint	The security company must be based or have an office in any of these provinces (Gauteng, Limpopo, Northwest and Mpumalanga). The bidder must provide a municipality bill in the name of the company or signed lease agreement and municipality bill of the landlord.

11	Proof of COIDA compliance (Compensation Fund) OR Registered Mutual Association.	Bidder to submit valid Letter of Good Standing with Compensation Commissioner (COIDA) from Department of Employment and labour OR Registered Mutual Association Policy Insurance <i>NOTE: Failure to provide this document will result in automatic disqualification</i>
----	---------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. Stage 3: Verification of PSIRA pricing structure guideline

Price minimum requirement evaluation

Pricing Schedule: Pricing Schedule for bid pricing. Quotations must be based PSIRA pricing structure guidelines. (found on <https://nbcps.org.za/wp-content/uploads/2026/03/Illustrative-Pricing-Guide-2023-2027.pdf>) Guard Prices quoted below the total cost per month on the PSIRA pricing structure will be disqualified.

Mandatory price description	Yes/No <i>Note: To be completed by the bidder. ATNS will verify during evaluation</i>	Comment
Quotations aligned to PSIRA pricing structure guideline		

12. Stage 4: Price and Preference Points System

12.1. 90/10-point system.

Category	Price	ATNS Specific Goals	Total
80/20 Points	80,00%	20,00%	100,00%
90/10 Points	90,00%	10,00%	100,00%

NOTE: Either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system

- 12.2. The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

Preference points shall be based on the Specific Goal as per below:

The specific goals allocated points in terms of this tender	Definition	Required Evidence	Number of points allocated (80/20 system)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 51% black ownership, which confers both voting rights and economic interest to black people	CSD Registration report B-BBEE Certificate CIPC Certificate	10,00
30% Black Woman Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least black women holds at least 30% of exercisable voting rights and 30% of economic interest	CSD Registration report B-BBEE Certificate CIPC Certificate	10,00

OR

12.3. The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

Preference points shall be based on the Specific Goal as per below:

The specific goals allocated points in terms of this tender	Definition	Required Evidence	Number of points allocated (90/10 system)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 51% black ownership, which confers both voting rights and economic interest to black people	CSD Registration report B-BBEE Certificate CIPC Certificate	5,00
30% Black Woman Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least black women holds at least 30% of exercisable voting rights and 30% of economic interest	CSD Registration report B-BBEE Certificate CIPC Certificate	5,00

13. Specific Goals

13.1. ATNS Specific Goals below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
51% Black Owned suppliers	10,00	5,00
30% Black Woman Owned Suppliers.	10,00	5,00
Total	20,00	10,00

13.2. The Bidder must indicate how they claim points for specific for each preference point system in the provided SBD 6.1.

14. Verification of Specific Goals

14.1. Bidders must submit:

14.1.1. CSD Report

14.1.2. CIPC documents

14.1.3. holder certificates

14.1.4. ID copies of shareholders.

14.1.5. B-BBEE certificate or sworn affidavit

15. ATNS Specific Goals

15.1. ATNS evaluates bids based on **Preferential Procurement Regulations, 2022**. Suppliers are required to **claim points** for specific goals in **SBD 6.1**.

SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID

16. Disclaimer

- 16.1. 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.
- 16.2. 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.

17. Contract Terms

- 17.1. 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 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.
- 17.2. 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.
- 17.3. All designs and documentation submitted by the tenderer will be treated as confidential.
- 17.4. 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.

18. Cancellation of Procurement Process

- 18.1. 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.

19. Bid Submission Conditions, Instruction and Evaluation Process/Criteria

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

20. Negotiation and Contracting

- 20.1. ATNS have the right to enter negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 20.2. Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award or promise/ undertaking to award the contract.
- 20.3. ATNS shall not be obliged to accept the lowest or any bid, offer or proposal.
- 20.4. 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.
- 20.5. 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.

21. Reasons for Rejection

- 21.1. 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.
- 21.2. ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
 - 21.2.1. Have abused the SCM system of the ATNS.
 - 21.2.2. Have committed proven fraud or any other improper conduct in relation to such system.
 - 21.2.3. Have failed to perform on any previous contract and the proof exists.
 - 21.2.4. Such actions shall be communicated to the National Treasury.

22. General Conditions of Contract

- 22.1. The General Conditions of Contract must be accepted.

23. Additional Information Requirements

- 23.1. 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.
- 23.2. No additional information will be accepted from any individual Bidder without such information having been requested.

24. Confidentiality

- 24.1. 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.

25. Intellectual Property, Inventions and Copyright

- 25.1. 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.
- 25.2. This paragraph shall survive termination of this contract.

26. Non-Compliance with Delivery Terms

- 26.1. 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.

27. Warrants

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

28. Parties not affected by waiver or breaches

- 28.1. 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.

- 28.2. 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.

29. Retention

- 29.1. 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.
- 29.2. 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, shall also be in writing.

30. Central Supplier Database

- 30.1. It is a requirement that all suppliers/ services providers to ATNS shall be registered on the National Treasury Central Supplier Database (CSD).
- 30.2. 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>
- 30.3. 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.
- 30.4. No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.

31. Format of Bids

- 31.1. 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.
- 31.2. 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.

32. SARS Tax Clearance Certificate(S)

- 32.1. Bidder must ensure compliance with their tax obligations.
- 32.2. 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.
- 32.3. 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
- 32.4. Bidders may also submit a printed TCS together with the bid.
- 32.5. In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number.
- 32.6. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 32.7. Bids submitted without any one of the above, will be deemed to be non-responsive.

33. Declaration of Interest

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

34. Invitation to Bid

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

35. Pricing Schedule

- 35.1. 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.
- 35.2. 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. Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.
- 35.3. A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.

36. Registration On the CSD

- 36.1. 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.

37. Registration Certificates and Accreditation with OEMS Or Professional Bodies

- 37.1. Registration with professional bodies. Bids submitted without proof will be deemed to be non-responsive.

SECTION D: STANDARD BIDDING DOCUMENTS**38. SBD1: Invitation to Bid - PART A**

You Are Hereby Invited to Bid for Requirements of the Air Traffic and Navigation Services SOC Limited (ATNS)					
BID NUMBER:	ATNS/HO/RFP01/04/2026/27/PHYSICAL GUARD	CLOSING DATE:	02 June 2026	CLOSING TIME:	11h00 CAT
DESCRIPTION	The appointment of a panel of service providers for the provision of risk management and other related services for a period of five (5) years				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nhlanhla Mdamba		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1325		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nhlanhlamd@atns.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER					

AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<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:

.....

39. SBD 3.3: Pricing Schedule / Form of Contract**NB! Pricing schedule must be in a separate envelope-Annexure B****PRICING SCHEDULE – FIRM PRICES****(Professional Services)**

Name of bidder: Bid number: ATNS/HO/RFP01/04/2026/27/PHYSICAL GUARD

Closing Time: **11h00 CAT**Closing date: **02 June 2026**OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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

Refer to attached Annexure B - Pricing Schedules

- The accompanying information must be used for the formulation of proposals.
- Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
- PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
- | PERSON AND POSITION | HOURLY RATE | DAILY RATE |
|---------------------|-------------|------------|
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
| ----- | R----- | ----- |
- | PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT | | |
|--------------------------------------------------------------------------------------------------|--------|------------|
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |
| ----- | R----- | ----- days |

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

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

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

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

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

6. Period required for commencement with project after acceptance of bid
.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
*YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

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.....

40. Protection of Personal Information

- 40.1. 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.
- 40.2. 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.
- 40.3. 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:
- 40.3.1. 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;

- 40.3.2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
- 40.3.2.1. the unauthorised or unlawful processing of such Personal Information; and
- 40.3.2.2. the accidental loss or destruction of, or damage to, such Personal Information; and
- 40.3.2.3. 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.
- 40.4. 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.
- 40.5. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 40.6. 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.
- 40.7. 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.

41. POPIA CONSENT

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

42. SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1. Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ 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.

³ ³ 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 consortium⁴ 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

⁴ 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.

Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3

ABOVE IS CORRECT.

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

.....
Signature	Date
.....
Position	Name of bidder

43. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 The applicable preference point system for this tender is 90/10 Points (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80.00	90
SPECIFIC GOALS	20.00	10
Total points for Price and SPECIFIC GOALS	100.00	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.
- (c) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“The Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest

acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	5,00	10,00		
30% Black Woman Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	5,00	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/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as

a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....

44. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

Definitions

The following terms shall be interpreted as indicated:

- 1.1.** “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2.** “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3.** “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4.** “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5.** "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6.** “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7.** “Day” means calendar day.
- 1.8.** “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9.** “Delivery ex stock” means immediate delivery directly from stock on hand.
- 1.10.** “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11.** "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12.** "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13.** "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14.** "GCC" means the General Conditions of Contract.
- 1.15.** "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16.** "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17.** "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18.** "Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19.** "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20.** "Project site," where applicable, means the place indicated in bidding documents.

- 1.21.** “Purchaser” means the organization purchasing the goods.
- 1.22.** “Republic” means the Republic of South Africa.
- 1.23.** “SCC” means the Special Conditions of Contract.
- 1.24.** “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25.** “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i) the name and address of the supplier and / or person restricted by the purchaser;
 - ii) the date of commencement of the restriction
 - iii) the period of restriction; and
 - iv) the reasons for the restriction.

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

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

must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limited liability

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

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall

not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax

clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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

45. APPENDIX A-FORM QUESTIONNAIRE

Ref. No:

Date :

For the Attention of Procurement Specialist

ATNS Company Limited,
Eastgate Office Park, Block C,
South Boulevard Road,
Bruma,

2298

E-Mail: nhlanhlamd@atns.co.za

From (Name of the Bidder:
(Contact Person

Reference of document of the Bid Document.....

Title of subject matter in question

No.	Paragraph No. Bid Document	Questions

Questionnaire Submission No. _____