

REQUEST FOR PROPOSALS: ATNS/RFP02/06/2026/27/UAS_FLIGHT_INSPECTION					
Appointment of a service provider to assist in establishing the feasibility of using Unmanned Aircraft Systems (UAS) for the inspection of radio navigation aids					
Number	Question/Clarity Date	Name of the Company	Paragraph No. Bid Document	Questions	Response
1	17 July 2026	Tamifield (Pty) Ltd	Paragraph 21 - Intellectual Property, Inventions and Copyright	This clause is too wide. How will ATNS deal with this clause if a bidder(Tamifield) already has capabilities, innovation, inventions, copy right and current OEM agreements relating to the envisaged drone intellectual property ("Drone IP") and production thereof. We therefore require urgent clarification in respect of our current "IP/Drone IP" commitments.	Please note that we currently do not understand the bidder's comments as Volume 1B does not have "Paragraph 21", as alleged by the bidder. Instead, Volume 1B has clause 2.6.5 which deals with Intellectual Property Right. If the bidder intended to refer to clause 2.6.5 of Volume 1B, then such clause may be negotiated with the bidder depending on the prevailing facts if the bidder is recommended to be a preferred bidder and is allowed to enter contract negotiations with ATNS.
2	17-Jul-26	HENSOLDT SA (Pty) Ltd	Letter	HENSOLDT South Africa (Pty) Ltd hereby wish to request an extension of the submission date of the abovementioned tender to 21 August 2026 The reasons for this request: - To allow sufficient time to review current requirement, prepare and to ensure efficient, cost effective and a compliant proposal. - Limited personnel available due to European summer holidays. - Response of this nature requires extensive review, compliance and quality verification and approval processes.	Closing date extended to 21 August 2026 at 14h00 CAT
3	21 July 2026	Intersoft Electronics Services Italia S.r.l. - Via L. da Vinci 45, 00015 Monterotondo(RM) - Italy	Section C paragraph 32	I applied to the CSD portal, and I can access the e-tendering portal from there. But I cannot identify the CSD supplier number. I did not get any OTP to activate the account and I cannot enter any additional information about contact, bank, commodities (Complete supplier identification information) also the report generated is empty. I will try to ask for help to one of the help e-mail addresses, like centralsupplier.database@capetown.gov.za.	The requirement under Clause 32.1 is that bidders must submit proof of their registration on the Central Supplier Database (CSD) or proof that they have applied for registration on the CSD. Accordingly, bidders are expected to provide either: Proof of an active CSD registration; or Proof that an application for CSD registration has been submitted. As stated in the bid document, bids submitted without either of the above proofs will be deemed non-responsive. The submission of proof of registration or proof of application is therefore a mandatory requirement for responsiveness.
4	21 July 2026	Intersoft Electronics Services Italia S.r.l. - Via L. da Vinci 45, 00015 Monterotondo(RM) - Italy	Section D Paragraph 34	Applying as foreign company I have some doubts about specific South Africa documentation. Is that required? I refer to: •B BBEE Certificate or Sworn Affidavit (for EMEs/QSEs) •Companies and Intellectual Property Commission (CIPC) Documents	Foreign-based suppliers are required to complete all relevant sections of SBD 1 applicable to foreign entities and provide the necessary supporting information as prescribed in the bid documentation. Furthermore, the submission of a B-BBEE Certificate or Sworn Affidavit (for EMEs and QSEs) is not a mandatory disqualification requirement. However, bidders wishing to claim preference points in terms of the Preferential Procurement Policy Framework Act (PPPFA) and the applicable regulations must submit the required B-BBEE documentation. Failure to do so will not render a bid non-responsive, but the bidder will not qualify for the allocation of B-BBEE preference points during the evaluation process. Accordingly, foreign-based suppliers may submit bids without a B-BBEE Certificate or Sworn Affidavit; however, preference points will be allocated in accordance with the provisions of the PPPFA and the applicable regulations.

5	24 July 2026	Intersoft Electronics Services Italia S.r.l. - Via L. da Vinci 45, 00015 Monterotondo(RM) - Italy	Volume 1A	We applied to the CSD portal, providing the required information, and we can access the e-tendering portal from there. But we cannot identify any CSD supplier number associated with our company. We understand that Expectation is that "bidders must submit proof of their registration or proof that they have applied for registration on the Central Supplier Database" and we have the related reports. But without a CSD supplier number assigned to our company, we cannot submit the proposal through eTenders portal. We can only submit it online, but a CSD supplier number is mandato How shall we submit our proposal?	Please refer to Section 6 of Volume 1A: Procedures for Submitting Bids, which provides detailed instructions regarding bid submission methods and requirements. The bid closing date and time is 31 July 2026 at 11h00 CAT. Bidders may submit their bids either electronically via the e-Submission (e-Tender) system or by hard copy. For hard copy submissions, bidders are required to submit: One (1) original copy; One (1) duplicate copy; and One (1) PDF version on a USB device. Hard copy submissions must be delivered to: ATNS Company Limited Eastgate Office Park, Block C South Boulevard Road Bruma, 2298 South Africa Bidders are advised to ensure that submissions comply with the requirements stipulated in Section 6 of Volume 1A.
6	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, clause 33.1	The heading of clause 33 refers to registration certificates and accreditation with "OEMs or professional bodies", while clause 33.1 refers only to registration with professional bodies. Kindly confirm: (a) what specific registration or accreditation, and with which OEM or professional body, satisfies clause 33.1; (b) whether OEM accreditation and professional body registration are alternatives or are both required; and (c) what form of proof is acceptable.	The statement is generic and might not be applicable to the project except in the case of certification from a regulatory body (i.e., SACAA) for operations or pilot licensing and these are addressed appropriately under relevant sections of the tender.
7	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, SBD 1, clause 2.5; Questionnaire to Bidding Foreign Suppliers	Where a South African bidder submits a bid as prime contractor and a foreign original equipment manufacturer supplies the system, is the foreign OEM regarded as a sub-contractor for the purposes of SBD 1 clause 2.5, such that it must submit its own Tax Compliance Status certificate or PIN and CSD number? If so, does completion of the Questionnaire to Bidding Foreign Suppliers discharge the SARS Tax Compliance Status requirement, or is registration on the Central Supplier Database nonetheless required in respect of a foreign entity?	The OEM does not have to submit their own Tax compliance status certificate
8	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clause 2.2.4	Does the purchase and resale of a foreign original equipment manufacturer's system by a South African prime contractor constitute subcontracting for the purposes of clause 2.2.4? If so, kindly indicate how a foreign OEM that holds no South African B-BBEE status is accommodated within the limitation on subcontracting more than 25 per cent of the project.	Depedents on the nature of the services that the OEM is providing which will constitute to subcontracting.
9	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 2, clause 4.4.2; Volume 1B, clause 2.6.5.3	Volume 2 clause 4.4.2 requires that all software, hardware, data and associated licences become the property of ATNS. Volume 1B clause 2.6.5.3 provides that ATNS is granted an irrevocable, rent-free licence to the contractor's intellectual property for operational purposes only. Kindly confirm which provision governs in respect of proprietary OEM software and licences supplied with the system.	If ATNS is unable to own any part of the project (e.g., software) due to Intellectual Property law, then ATNS requires access to the part or the liecense thereof for the duration of the contract free of charge. alternatively, the price of renewal must be priced in the mainteance and support contract of the project.
10	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clause 2.9.1.4.2; Form of Contract	Kindly confirm whether a maximum aggregate limit applies to liquidated damages levied under clause 2.9.1.4.2 read with the Form of Contract, and if so, what that limit is.	The limit is the contract price.
11	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, Form of Contract; Volume 4, clause 10.3.1	The Form of Contract records the Warranty Period as "Nil", while Volume 4 clause 10.3.1 requires a minimum warranty period of one year. Kindly confirm the warranty period required by ATNS.	1 year.
12	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.6.4, 2.6.5 and 2.7.2.3	Kindly confirm whether the limitation of liability to the Contract Price in clause 2.7.2.3 applies to the contractor's indemnity obligations under clauses 2.6.4 and 2.6.5, or whether those indemnity obligations are excluded from that limitation.	Confirmed, those indemnity obligations are not excluded from that limitation.
13	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, SBD 6.1; Volume 1A, clause 10	In respect of a bid submitted by an unincorporated consortium or joint venture, kindly confirm how the specific goals (black ownership) status is assessed and evidenced: whether it is determined at consortium level by reference to the joint venture agreement together with the members' CIPC, CSD and shareholding records, and what documentary set ATNS requires in order to award the points for a 51 per cent black-owned supplier.	For an unincorporated consortium or joint venture, the claimed 51% black ownership must be supported by sufficient documentary evidence. ATNS will assess the claim based on the consortium/JV structure and ownership information provided. To substantiate the claim, bidders must submit: Joint Venture/Consortium Agreement (where applicable); CSD Report; CIPC registration documents; Shareholding records/share certificates; and Valid B-BBEE Certificate or Sworn Affidavit (where applicable). ATNS reserves the right to verify the submitted information and will award points only where the claimed black ownership is adequately supported by the required documentation.

14	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, SBD 6.1 clause 1.3; Volume 1A, clause 9	SBD 6.1 clause 1.3 records the applicable preference point system as 90/10, while clause 9 and the stipulated Rand value indicate that the 80/20 system applies, with 20 points allocated to specific goals. Kindly confirm that the 80/20 preference point system applies.	ATNS confirms that the 80/20 preference point system is applicable to this bid. Accordingly, 80 points will be allocated for price and 20 points for specific goals, as stipulated in the bid document. The reference to the 90/10 preference point system in Clause 1.3 of SBD 6.1 is an administrative error and should be read in conjunction with Clause 9 and the stipulated bid value threshold, which correctly reflects the applicable 80/20 preference point system.
15	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, clause 9.4; Volume 1C (SUMMARY)	The SUMMARY sheet of the Volume 1C pricing schedule computes both a "Total Excluding Options" (schedules G1, G2 and G3) and a "Grand Total" (including schedule G4 Options). Kindly confirm which of these constitutes the "price of tender under consideration" for the purposes of the price scoring formula at clause 9.4.	The "Total Excluding Options" constitute the tender price.
16	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 2, clauses 4.5.2 and 4.5.5; Volume 4, clause 10.3.2	Volume 2 clause 4.5.2 requires the inspection of the identified facilities, Volume 2 clause 4.5.5 requires multiple inspections, and Volume 4 clause 10.3.2 provides for a minimum twelve-month beneficial-use period. Kindly confirm whether the inspection service under clause 4.5.2 is limited to commissioning and acceptance activities, including the repetitions required to validate the system, or whether inspections must also be performed on a recurring basis during the beneficial-use period. If recurring inspections are required, please state their required frequency and duration.	Confirmed: the inspection service under clause 4.5.2 refers to commissioning and acceptance activities, including the repetitions required to validate the system. There will not be any recurring inspections required during the period of beneficial use, which is outside what is stated in the tender documentation.
17	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, clause 2.1.1; Volume 2, clauses 4.4.2 and 4.5	Kindly confirm which party will be responsible for operating the system during: (a) commissioning and performance of the inspection service; (b) the minimum twelve-month beneficial-use period; and (c) the period following Final Acceptance. Where operation by the contractor is required, please state the required duration and the expected level of operational support.	(a) During the commissioning and performance of the inspection service - the Bidder (b) During the twelve-month beneficial-use period - ATNS (c) the period following final acceptance - ATNS
18	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 2, clauses 4.3.1, 4.5.12 and 4.5.13; Volume 2, clauses 7.2.5 and 7.2.6; Volume 3, clause 9.3.3; Volume 1C, item G3.8	Kindly confirm the allocation of responsibility and cost between ATNS and the contractor for obtaining and maintaining all regulatory and operational approvals required for the inspection service and the beneficial-use period, including SACAA Part 101 operational approvals, operator certification and remote-pilot qualifications, UAS registration and authorisation, airport and site-access permits, CAMU and ATC coordination, and any required NOTAM or airspace approvals. Kindly further confirm whether the requirements at Volume 2 clauses 4.3.1 and 4.5.13 are satisfied where the tendering entity performs the operation in accordance with Part 101 of the SACAA Civil Aviation Regulations under the operating certificate of an authorised South African operator, and whether approvals held by a member of a bidding consortium satisfy the requirement in respect of the consortium.	All other regulatory and operational approvals will be managed by the Bidder at their own cost. The Volume 2 clauses 4.3.1. and 4.5.13 requires that both the entity and personnel/specialists be duly approved and/or certified to conduct the service inspection. This shall apply whether the tendering entity performs the operation under the operating certificate of an authorised South African operator or in respect of a consortium when either all or one of the members of a consortium satisfies is certified/approved.
19	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 2, clause 4.5.5	Clause 4.5.5 requires multiple inspections and, where possible, comparison against manned-aircraft results for the same inspection exercise. Kindly confirm: (a) the minimum number of inspection repetitions required per facility; (b) whether ATNS will provide existing or contemporaneous manned flight-inspection data and bear any associated manned-flight cost; and (c) whether the requirement will be considered compliant where no suitable manned-flight inspection data is available.	It is difficult to confirm the exact number of repetitions for inspections especially during commissioning, however, (a) a minimum of two (2) inspections could be budgetted per site/facility for the sake of pricing, (b) yes, ATNS will provide existing or manned aircraft inspection data for comparison purposes, (c) if ATNS for whatever reason cannot provide the manned aircraft inspection data, yes the Bidder will be considered compliant with the requirement.
20	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1C, item G3.7; Volume 2, clause 4.5.2	Kindly identify the exact airport site(s) and radio-navigation aids within Gauteng to be included under clause 4.5.2, including the facility type and designation where available. Please also confirm the pricing quantities applicable to item G3.7, including: (a) the number of inspections or repetitions required for each facility; (b) the expected number of mobilisations or site visits; and (c) whether bidders should provide separate prices by site and facility type.	The following sites and facilities can be used as reference, for the sites within Gauteng: OR Tambo International Airport (ILS, DVOR, DME) and Lanseria International Airport (ILS, DVOR, DME). Please note that these sites may be changed at the time of implementation and the successful Bidder will be informed accordingly. (a) Please refer to the answer to question 18; (b) One (1) site visit per site/facility (c) Yes

21	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1C (schedule G2); Volume 4, clause 10.6.1; Volume 2, clause 4.4.3; Volume 1B, Chapter 3 (Form of Contract)	Volume 1C requests annual maintenance prices for Years 1 to 5, while Volume 4 clause 10.6.1 states that a support and maintenance contract will be negotiated and provided following successful negotiations. Volume 2 clause 4.4.3 requires a minimum system life span of five years. The Form of Contract at Chapter 3 of Volume 1B describes the contract as being for a period recorded as "XXXXX (XXX) YEARS". Kindly confirm: (a) the intended initial contract term; (b) whether the annual maintenance prices for all five years must be included in the evaluated tender price; (c) whether those annual prices must remain fixed or may be adjusted; and (d) whether support and maintenance will form part of the initial contract award or of a separate subsequent agreement.	(a) Initial contract term is 5 years; (b) Yes, however, will be considered under the maintenance and support contract with the successful Bidder, (c) Annual prices must remain fixed; (d) It will be part of the initial contract upon successful negotiations with the potential Bidder
22	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, clauses 4.1.3 and 6.1; Volume 1C, items G3.7 and G3.8	Clause 4.1.3 requires all written queries and requests for clarification to be submitted by 24 July 2026 at 17h00 CAT, while clause 6.1 records the closing date as 31 July 2026 at 11h00 CAT. The bid documents do not state the date by which ATNS will issue responses to clarification requests, nor whether such responses will be issued by way of a formal addendum forming part of the bid documents. Kindly confirm: (a) the date by which responses to clarification requests will be issued to bidders; (b) whether those responses will be issued as a formal addendum forming part of the bid documents; and (c) whether the closing date will be adjusted in the event that responses which materially affect the completion of the pricing schedule, including the quantities and locations applicable to items G3.7 and G3.8, are issued within five working days of the closing date.	(a) As and when, questions are answered or comments are clarified, however the last day of clarification or answers publication will be the 14 August 2026 in line with the tender extension period as responded to under question two(2) above, (b) The answers will be published on the website and yes will form part of the bid documents (c) ATNS may consider an djustment of the closing date should this be the case
23	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 3, clauses 9.3.1 and 9.3.2	Clause 9.3.1 requires a list of all personnel, including roles and responsibilities, involved during the execution of the project. Clause 9.3.2 requires all proposed personnel to have a minimum of three years of experience with UAS, with the inspection of radio navigation aids, and with the use of UAS for the inspection of radio navigation aids. Noting that the subject matter of this bid is the establishment of the feasibility of using unmanned aircraft systems for the inspection of radio navigation aids, kindly confirm: (a) whether clause 9.3.2 applies to every person listed under clause 9.3.1, or only to those personnel directly performing the inspection activities; (b) whether the three requirements are cumulative in respect of each individual, or whether experience in each may be held by different members of the proposed team; and (c) whether the required experience may be demonstrated collectively across the proposed project team.	(a) 9.3.2 primarily refers to those personnel that will be directly performing the inspection activities. (b) Experience in each may be held by different members of the proposed team. (c) the required experience may be demonstrated collectively/accumulatively across the proposed project team.
24	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Section 4 of the letter	We further note that the bid documents stipulate a closing date of 31 July 2026 at 11h00 CAT and a deadline for clarification requests of 24 July 2026 at 17h00 CAT, but do not stipulate the date by which responses to clarification requests will be issued, nor whether such responses will be issued by way of a formal addendum forming part of the bid documents. The interval between the two stipulated dates comprises five working days.	ATNS confirms that requests for clarification submitted by the stipulated deadline will be responded to in writing. Where a clarification materially impacts the interpretation of the bid requirements, the response will be communicated to all prospective bidders through a formal addendum issued as part of the bid documents. Bidders are advised to monitor the designated procurement platform and communications issued by ATNS for any clarification responses and/or addenda issued before the bid closing date. Any addendum issued will form part of the bid documentation and must be taken into account when preparing submissions. Please refer to the answer of question 22 above
25	24 July 2026	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Section 5 of the letter	In the circumstances, and in order that all bidders may prepare and price their offers upon a common and properly informed basis, we respectfully request that ATNS consider adjusting the closing date so that it falls not less than ten (10) working days after the date upon which responses to clarification requests are issued to bidders. Should ATNS prefer to stipulate a fixed date, we would respectfully suggest 21 August 2026 at 11h00 CAT.	Closing date extended to 21 August 2026 at 14h00 CAT

26	24-Jul-26	Colibrex GmbH	e-mail	Dear ATNS Tender Committee, we acknowledge receipt of the Request for Proposal ATNS/RFP02/06/2026/27/UAS_FLIGHT_INSPECTION and would like to express our strong interest in participating in this tender. As the leading company in the field of drone-based flight inspection and navigation aid measurement, we are committed to submitting the highest-quality technical and commercial proposal. To achieve this, we are currently finalizing the most suitable partnership structure and ensuring the best possible alignment with our selected local partners. We therefore kindly request that the submission deadline of 31 July 2026 be extended. The additional time would enable us to further refine our proposal and ensure that we present ATNS with the strongest possible solution, both technically and commercially. We would greatly appreciate your consideration of this request and look forward to your positive response.	Closing date extended to 21 August 2026 at 14h00 CAT
27	24-Jul-26	K and S Consultancy and Drone Ops	-	Does the three-year experience apply to each individual across all three areas cumulatively, or to the proposed team as a whole?	Please refer to answer on line item 23 above
28	24-Jul-26	K and S Consultancy and Drone Ops	-	Can ATNS confirm the specific Gauteng sites for the inspection service, or the airports under consideration, so that travel and access costs can be priced accurately?	Please refer to answer on line item 20 above
29	24-Jul-26	K and S Consultancy and Drone Ops	-	Will ATNS make available existing manned flight inspection results for the identified facilities to support the comparative analysis?	Please refer to answer on line item 19 above
30	24-Jul-26	K and S Consultancy and Drone Ops	-	What contractual delivery period does ATNS envisage, and is the delivery period negotiable at contracting to accommodate OEM manufacture, shipping and regulatory approval?	All Bidders should stipulate their proposed schedule for the project as required under Volume 2 - 4 section 9.2. The schedule should present all planned project activities including manufacturing, shipping/transportation as well as any regulatory approval.
31	24-Jul-26	K and S Consultancy and Drone Ops	-	For a joint venture, does ATNS require a consolidated B-BBEE verification certificate for the JV, or will it accept the certificates of the individual members together with the JV agreement?	Where the Joint Venture is an incorporated JV (separate legal entity), the JV must submit its own valid B-BBEE Verification Certificate or Sworn Affidavit (where applicable) issued in the name of the incorporated JV entity. For an unincorporated joint venture, ATNS will accept the B-BBEE certificates or sworn affidavits of the individual JV members together with the Joint Venture Agreement
32	24-Jul-26	K and S Consultancy and Drone Ops	-	Is DME inspection capability required to be demonstrated at the bid stage, or may it be delivered through a defined development or integration activity during the project?	The DME inspection capability is required to be disclosed at the bidding stage.
33	24-Jul-26	K and S Consultancy and Drone Ops	-	Were any clarifications issued at or following the 8 July briefing session, and can these be provided to bidders who did not attend?	Bidders were requested to submit all clarification requests formally to ANTS, including those raised during the briefing session, as such, all requests for clarifications are covered in this document.
34	24-Jul-26	K and S Consultancy and Drone Ops	-	Does ATNS intend to operate the system independently after handover, and if so, should remote pilot licensing for ATNS personnel be included in the training scope?	Yes ATNS intend to operate the system independently after the handover, however, remote pilot licensing for ATNS personnel is not part of the scope of this project.
35	24-Jul-26	K and S Consultancy and Drone Ops	-	Can ATNS confirm the required value and form of the performance guarantee, and the milestone payment schedule structure?	Please refer to Volume 1B clause 2.14.8.1.3 states that performance guarantee/retention of ten percent (10%) of the Supply and Deliver and Installation and SAT. Also refer to Clause 2.14.8.1.4 which states that where the Company so decides in its absolute discretion prior to the contracting, ten per cent (10%) of the value of the Contract.
36	24-Jul-26	K and S Consultancy and Drone Ops	-	ITO, software IP, Does ATNS want ownership or a long-term licence of the software with source code in escrow; what options do suppliers have?	Please refer to answer on line item 9 above
37	24-Jul-26	K and S Consultancy and Drone Ops	-	Please confirm the exact bid closing date and time. The working tender package refers to 30 July 2026 in the Annexure, while Volume 1A refers to 31 July 2026 at 11:00 CAT. Please also confirm whether submission through the National Treasury e-Tender system is mandatory, whether a hard-copy submission is also accepted or required, and which method prevails in the event of any inconsistency.	Revised closing date and time is 21 August 2026 at 14h00 CAT
38	24-Jul-26	K and S Consultancy and Drone Ops	-	Given the number of mandatory documents, the need to coordinate a South African lead bidder with a foreign technology partner, and the possible requirement for translation, certification and legalisation of foreign documents, would ATNS consider extending the bid submission deadline?	Revised closing date and time is 21 August 2026 at 14h00 CAT
39	24-Jul-26	K and S Consultancy and Drone Ops	-	Please confirm the formal requirements applicable to documents issued outside South Africa. a. Which foreign corporate, financial, experience and personnel documents must be translated into English? b. Must translations be sworn, certified or completed by a translator recognised in South Africa? c. Which documents, if any, must be notarised, apostilled or consularly legalised? d. Are scanned certified copies acceptable at bid submission, with originals to follow only upon request or award?	Translated documents must be translated by a translator who is internationally legally recognized. All translated documents must be in English and notarised.

40	24-Jul-26	K and S Consultancy and Drone Ops	-	For a bid submitted by a South African lead bidder together with a foreign technology partner, please confirm the permitted and required legal structure. a. May the parties bid as a contractual joint venture, consortium or lead bidder with subcontractor, without incorporating a separate special-purpose vehicle? b. If a separate SPV is required, must it exist at bid submission or only before contract signature? c. Which mandatory documents - including SARS Tax Compliance PIN, CSD registration, CIPC documents and B-BBEE evidence - are required from each party and which are required from the JV or lead bidder only? d. Must a fully executed JV / teaming agreement accompany the bid, or will a signed letter of intent or joint-bid undertaking be sufficient? e. Must a foreign partner with no South African residence, branch or permanent establishment register on the CSD or obtain a SARS Tax Compliance PIN? f. Where the South African bidder offers equipment and software produced by the foreign OEM, is an OEM authorisation letter mandatory?	a. Yes. Bidders may submit as an Individual Bidder, Joint Venture (JV), Consortium, or with Sub-contractors. The RFP does not require the establishment of a separate Special Purpose Vehicle (SPV). b. As no SPV is required by the RFP, there is no requirement for an SPV to be established either at bid submission stage or prior to contract award. c. For JVs, consortia, or arrangements involving subcontractors: Each participating entity must submit its own Tax Compliance PIN/TCS and/or CSD details. Ownership and B-BBEE supporting documents must be submitted by the entity on whose credentials a specific goal claim is based. These include the CSD report, CIPC documents, shareholder certificates, shareholder ID copies, and a valid B-BBEE certificate or sworn affidavit, where applicable. d. Bidders should submit a signed JV/Consortium Agreement, or a similar agreement clearly setting out the roles, responsibilities and commitment of each party to the bid. e. A foreign partner that has no South African residence, branch, permanent establishment, or taxable presence in South Africa is not required to obtain a SARS Tax Compliance PIN. f. Yes. Where a bidder is offering equipment or software from a foreign OEM as an authorised distributor/reseller, a valid OEM Authorisation Letter must be submitted with the bid.
41	24-Jul-26	K and S Consultancy and Drone Ops	-	SBD 6.1 clause 1.3 refers to the 90/10 system, while clause 1.4 and Section B refer to Price 80 / Specific Goals 20. Please confirm which preference point system applies to this RFP and the estimated contract-value band used to determine the applicable system.	ATNS acknowledges that the reference to the 90/10 preference point system in Clause 1.3 of SBD 6.1 is an administrative error arising from the standard template and is not applicable to this RFP. The applicable preference point system for this RFP is the 80/20 preference point system, comprising 80 points for Price and 20 points for Specific Goals, as stipulated under Section B: Stage 3 - Price and Preference Points for Specific Goals. Accordingly, this RFP will be evaluated on the basis that the estimated contract value falls within the threshold for the application of the 80/20 preference point system, being contracts with an estimated value not exceeding R50 million (inclusive of all applicable taxes
42	24-Jul-26	K and S Consultancy and Drone Ops	-	For a bid submitted by a joint venture or consortium comprising a South African lead entity and a foreign technology partner, please clarify how the Specific Goals / B-BBEE preference points will be assessed - on the JV as a whole, on the South African lead entity, pro rata to participation, or by another method. Please also state the B-BBEE documentation required from each party.	For Joint Ventures (JVs) or Consortia, Specific Goal preference points will be assessed based on the ownership profile and supporting documentation of the bidding entity/JV as submitted. All JV/Consortium members must be disclosed, and a signed JV/Consortium Agreement must be provided.
43	24-Jul-26	K and S Consultancy and Drone Ops	-	Section 16.5 allows ATNS to award one contract for all functions or separate contracts for different functions. Please confirm whether the system supply and the inspection services may be awarded separately, whether a bidder may submit an offer for only one component, and how such a partial offer would be evaluated.	ATNS will appoint one Bidder to manage and deliver on the complete scope of the project.
44	24-Jul-26	K and S Consultancy and Drone Ops	-	Please confirm whether OEM specification sheets, manuals, technical reports and reference letters in English are acceptable as proof supporting C / PC / NC responses. Please also confirm whether page limits, file-size limits or restrictions on supporting annexures apply, and whether evidence must be repeated in each compliance cell or may be cross-referenced to a clearly indexed annexure.	Yes ORM specificaitons, data sheets, manuals, technical reports and reference letter in English are acceptable as proof supporting reponses to the stated requirements. There is no limit on supporting annexures. Evidence may be cross-referenced to clearly indexed annexures.
45	24-Jul-26	K and S Consultancy and Drone Ops	-	SBD 3.2 is titled "Non-Firm Prices", while the working documents also indicate that the Acquisition Phase price is fixed in South African Rand and that exchange-rate risk may rest with the Contractor. Please confirm whether a Contract Price Adjustment and/or foreign-exchange adjustment mechanism is permitted for the foreign-currency portion of the Acquisition Phase. a. If adjustment is permitted, please provide the applicable formula, indices, base date, adjustment dates and documentary evidence required. b. If no adjustment is permitted, please confirm that the bidder must carry the full currency and inflation risk for the stated validity and contract periods. c. Please confirm whether the ROE entered in Volume 1C is fixed at bid date or may be adjusted at invoice or payment date.	The Acquisition price is fixed in Rands.The supplier carries the forex exposure on acquisition.

46	24-Jul-26	K and S Consultancy and Drone Ops	-	Please clarify the intended use of the ROE field and the conversion methodology. The current workbook structure appears to calculate the foreign cost in Rand by dividing the foreign-currency total by the entered ROE. a. Should the ROE be expressed as the number of foreign-currency units per ZAR 1? b. Is the field to be completed by the bidder or by ATNS? c. What exchange-rate source and date must be used? d. Is only one foreign currency permitted? e. If several foreign currencies are permitted, how must separate rates be entered when the workbook provides one common ROE field? f. Is the exchange rate used only for bid evaluation, or also for contractual invoicing and payment? g. Will the foreign portion be paid in the quoted foreign currency or converted and paid in South African Rand?	The foreign component and local component prices should be escalated using the index.
47	24-Jul-26	K and S Consultancy and Drone Ops	-	The pricing schedule is headed "Including Value Added Tax", while the Summary contains a separate "VAT implication" line. Please confirm the required method of completion so that VAT is neither omitted nor counted twice. a. Should all foreign and local unit prices already include VAT? b. Should VAT instead be entered only in the "VAT implication" line? c. What VAT rate is to be applied? d. Will bids be evaluated inclusive or exclusive of VAT? e. How should a foreign bidder that is not registered for South African VAT complete the schedule? f. Where must import VAT, customs duties and other import charges be included? g. Must any withholding tax applicable to payments to a foreign contractor be included in the bid price?	a. No, unit prices should not already include VAT, b. VAT should be entered only in the "VAT implication" line, c. , d. Bids will be evaluated inclusive of VAT, e. f. g.
48	24-Jul-26	K and S Consultancy and Drone Ops	-	Please provide the formal definition of "Overseas Items" and "Local Items" for completion and evaluation of Volume 1C. Please confirm whether classification is based on country of manufacture, supplier residence, invoicing entity, place of performance, payment currency or local-content rules. Please also confirm whether any minimum local-content percentage or mandatory local scope applies.	The local component refers to the components and services sourced locally. The foreign component refers to services sourced from overseas. The overseas component is then converted to Rands to get the total acquisition price in rands.
49	24-Jul-26	K and S Consultancy and Drone Ops	-	Where the bid is submitted by a local and foreign consortium or joint venture, please confirm: a. whether one consolidated Volume 1C must be submitted under the Lead Member's name; b. whether separate price schedules are required from each member; c. whether the foreign and local members may invoice their respective portions directly; d. whether ATNS may make split payments to the foreign and local members; e. which entity must be VAT registered; and f. which entity is expected to act as Importer of Record.	a. Yes. One consolidated volume 1C must be submitted on behalf of the bidding entity/JV/Consortium, reflecting the complete solution and total contract price. b. Separate price schedules from each member are not required. However, bidders may submit supporting breakdowns where necessary to explain the allocation of costs between consortium/JV members. c. The RFP contemplates a single contracting entity ("Contractor/Service Provider") that is responsible for the delivery of the full scope of work. Accordingly, separate invoicing by individual consortium/JV members is not contemplated under the RFP. d. ATNS will contract with and make payment to the successful contracting entity in accordance with the agreed contract and milestone payment schedule. The RFP does not expressly provide for split payments as a result ATNS reserves the right to make the split payments. e. The contracting entity must comply with all applicable South African tax and statutory requirements, including VAT registration where required by law.
50	24-Jul-26	K and S Consultancy and Drone Ops	-	Please confirm whether bid security is required and, for the resulting contract, state the required performance guarantee amount as a percentage of the contract price, the required professional indemnity and public-liability insurance limits, the retention percentage, and the release conditions and periods for each security or retention amount.	Refer to answer under 35 above for performance guarantee. The professional indemnity and public-liability insurance limits shall be limited to the contract price.
51	24-Jul-26	K and S Consultancy and Drone Ops	-	Clause 4.4.2 states that supplied software and associated licences shall be the property of ATNS, while Volume 1B addresses intellectual property and source-code escrow. Please confirm whether ATNS requires transfer of ownership of the software and source code, or whether the requirement is satisfied by a perpetual, non-exclusive licence to use the software on the delivered systems, with source code deposited in independent escrow and released only upon defined trigger events such as supplier insolvency or permanent cessation of support. a. If escrow is required, please identify the required escrow arrangement or acceptable escrow agent. b. Please define the materials to be deposited, the update frequency and any verification or build-testing requirements. c. Please confirm the release triggers and the rights granted to ATNS following release. d. Please confirm whether proprietary core calibration algorithms and other background technology may remain excluded, provided that the deposited materials are sufficient to maintain operation of the delivered system.	Please refer to answer on line item 9 above

52	24-Jul-26	K and S Consultancy and Drone Ops	-	Please confirm whether the base procurement is a pilot / feasibility phase or a full operational deployment, and state the number of complete UAS flight-inspection systems required under the base scope. Please also confirm the minimum quantities and configuration for G3.1 to G3.6. a. Minimum number of operational and spare unmanned aircraft. b. Required number of ground-control stations and operator positions. c. Whether redundant communication and measurement modules are required. d. Whether batteries, chargers, transport cases, antennas, cables, computing equipment and other accessories must be included. e. Required numbers of software users, workstations, aircraft, sites and concurrent sessions. f. Whether software licences must be perpetual or subscription-based. g. Alternatively, whether quantities and architecture may be proposed by the bidder, provided all performance requirements are met	Confirmed, the base procurement is a pilot / feasibility phase. One (1) UAS flight-inspection system is required for the base scope. The full complement of hardware and software to support the operation of the UAS-flight inspection system shall be provided. Moreover, the system needs to have sufficient spares to be operationally capable in line with the contract term. Software licenses have been addressed under the answer to question 9 above. The Bidder may propose quantities and architecture provided all performance requirements are met.
53	24-Jul-26	K and S Consultancy and Drone Ops	-	The G3.7 description refers to inspections of VOR, DME, ILS and “etc.” Please provide a complete and exhaustive list of facilities and equipment to be covered, including confirmation of King Phalo Airport (FAEL), the specific Gauteng facilities and whether any facilities are located off-airport. a. Number and location of airports and sites. b. Number of facilities of each type. c. Required inspection type for each facility: commissioning, periodic, special, surveillance, demonstration or another type. d. Number and frequency of inspections to be priced. e. Whether PAPI or any other visual aids are included. f. Whether G3.7 is a one-time acceptance / demonstration service or an ongoing operational inspection service. g. Required pricing unit: per facility, per airport, per inspection or lump sum. h. Whether mobilisation, travel, accommodation, permits and reporting must be included in each inspection price.	(a. and b.) Refer to the answer to question 20 c. surveillance inspection d. Refer to the answer to question 19 above e. No PAPI or other visual aids are included f. One time acceptance / demonstration service - with a budget of one repetition per site/facility. g. Per facility, per airport and per inspection (detailed pricing is required) h. Yes
54	24-Jul-26	K and S Consultancy and Drone Ops	-	Sheet G4 does not define option headings, descriptions or quantities. Please provide the full list, technical scope and quantities of all options to be priced. a. Is pricing every option mandatory for bid responsiveness? b. May options be marked “not offered”? c. Will the bid be evaluated using “Total Excluding Options” or “Grand Total” including all options? d. Will only selected options be included in the evaluated price? e. May ATNS award individual options separately? f. For how long must option prices remain valid?	a. No b. Whatever the Bidders deems satisfactory/necessary c. The tender will be evaluated using "Total Excluding Options" d. No e. No f. As long as the validity period of the tender
55	24-Jul-26	K and S Consultancy and Drone Ops	-	Clause 4.5.5 requires comparison of UAS inspection results against manned-aircraft flight-inspection results. Please confirm whether ATNS will provide the required manned-aircraft reference data, including its date, format and traceability, or whether the bidder must arrange and price a parallel manned flight inspection. If the bidder must arrange it, please specify the required scope, sites, timing and acceptance criteria.	Refer to the answer to question 19
56	03-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &\$), Section 6, Sub Section 6.5.6	The tender required that the following requirement needs to be addressed: “The RF sensory module shall survive the operational weather conditions as specified herein under 4.2.2 and Error! Reference source not found.. The Tenderer shall provide the system specifications or operations manual or documentation highlighting/supporting this requirement.” Can you please provide the reference that is not included?	4.2.2 and 4.2.3
57	05-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 2, clause 4.1.1; Volume 1A, Bidder Declaration and Structure Clarification Form, Sections A and B and footnotes 1 and 2; Volume 1A, footnote 4	Clause 4.1.1 requires that the Tenderer have experience with the inspection of radio navigation aids using UAS, and that the Tenderer provide at least one reference letter as substantiation of compliance with that requirement. The Bidder Declaration and Structure Clarification Form expressly provides for bids submitted by a Consortium, and for a primary bidding entity that is an Authorised Distributor or Reseller rather than the Original Equipment Manufacturer. Footnote 4 defines a joint venture or consortium as 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. <u>Kindly confirm:</u> (a) whether, in respect of a bid submitted by a consortium, clause 4.1.1 is assessed in respect of the consortium collectively or in respect of each member individually; and (b) whether the reference letter required by clause 4.1.1 may be furnished by the original equipment manufacturer whose system is offered, or by a member of the bidding consortium.	a. Individually b. if the OEM is part of the consortium, yes. Otherwise, by any member of the consortium.

58	05-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Technical Tender Specification (Volumes 2, 3 & 4), clauses 1.3 and 1.4; Volume 1A, clause 8.2.1	The Technical Tender Specification contains two compliance response boxes at clause 1.4 (Scope of Work), each calling for a declaration of compliance and for proof in substantiation. Clause 1.4 falls within the Introduction, which precedes Part 1 (Preliminary) and therefore lies outside Part 2 (Volume 2), Part 3 (Volume 3) and Part 4 (Volume 4). Clause 8.2.1 of Volume 1A allocates the technical evaluation weighting entirely across Volume 2, Volume 3 and Volume 4. <u>Kindly confirm:</u> (a) into which evaluation category the two responses at clause 1.4 fall for the purposes of clause 8.2.1; and (b) whether those responses are scored, or whether they fall to be noted and accepted in terms of the "Noted" declaration provided for at clause 1.3.	a. Volume 2 b. They need to be noted and accepted by the Tenderer and will form part of the contract.
59	05-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Technical Tender Specification (Volumes 2, 3 & 4), clause 1.3; Volume 1A, clause 8.2.1	Clause 1.3 provides for declarations of Fully Compliant, Partly Compliant and Not Compliant, and requires that a Partly Compliant declaration be accompanied by a statement as to the nature of the variation, together with supporting information. Clause 1.3 does not state how a Partly Compliant declaration is treated for scoring purposes. <u>Kindly confirm:</u> (a) whether a Partly Compliant response supported by a statement of variation attracts partial credit in the technical evaluation, or is scored as Not Compliant; and (b) whether each numbered requirement within a volume carries equal weight in the technical evaluation, or whether differential weighting is applied as between requirements.	a. It will be treated as not compliant, however, a partial score may be allocated based on the variaiton statement and supporting documents provided. b. Different weighting is applied between requirements.
60	05-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1A, clauses 31.2, 35 (Form of Contract Price Schedule), 35.3.1 and 38 (SBD 3.2); Volume 1B, Chapter 3 (Form of Contract) and clause 2.11.13.1; Volume 1C	Clause 31.2 requires that all costs be allowed for in the pricing schedule "and in the formats prescribed", and provides that a bid submitted without a price, or with an incomplete price, will be deemed non-responsive. Four price-bearing formats appear in the bid documents: the Price Schedule contained in the Form of Contract at Volume 1A clause 35, expressed in RSA currency; SBD 3.2 at Volume 1A clause 38, expressed in the bidder's currency and headed "Non-Firm Prices"; the Volume 1C pricing schedule, which separates overseas from local items and converts foreign amounts at a single declared rate of exchange; and Schedule A (Price Schedule) to the Form of Contract at Chapter 3 of Volume 1B, which clause 2.11.13.1 of Volume 1B records as defining the Price Schedule for the Contract. The heading to Volume 1A clause 35 further records that the pricing schedule must be submitted in a separate envelope as Volume 1C. <u>Kindly confirm:</u> (a) which of these formats bidders are required to complete and return, and whether completion of the Volume 1C schedule alone satisfies clause 31.2; (b) which format governs in the event of a discrepancy between them; (c) whether the price tendered for the Acquisition Phase is a firm price fixed in Rands, as clause 35.3.1 provides, or a non-firm price subject to the adjustment provisions of SBD 3.2; and (d) which Form of Contract is the operative instrument for this bid, the bid documents containing one at Volume 1A clause 35 and one at Chapter 3 of Volume 1B, and clause 1.1.4 of the latter establishing an order of precedence comprising the signed Form of Contract, the Contract Particulars, the Conditions of Contract and Schedules A to H without reference to the Form of Contract at Volume 1A clause 35.	Bidders are required to respond to the bid documents in accordance with questions raised in teh bid document, as all questions in teh bid document are important. For instance, if bidders are requested to provide fixed price, then the bidders are required to do so. If the bidders do not provide fixed price, then they will be evaluated in accordance with their non compliance.

61	05-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.6.1.1.5, 2.6.1.2.1, 2.6.1.2.3, 2.6.1.2.4, 2.6.1.2.5, 2.6.1.2.12, 2.6.1.2.13 and 2.6.1.2.14	Clause 2.6.1.1.5 requires that a draft insurance proposal, forming the basis of a formal policy to be incorporated within a future contract and including the Period of Beneficial Use, be included for evaluation within the tender. Clause 2.6.1.2 is headed "Insurance Effected by the Service Provider". Clause 2.6.1.2.1 provides that the Company shall effect and maintain, in the joint names of the Company, the Contractor and where relevant Sub-Contractors, the Contract Works and Public Liability insurances described at clauses 2.6.1.2.2 and 2.6.1.2.3. Clause 2.6.1.2.4 provides that the Service Provider shall pay the premium and stamp duty, while clause 2.6.1.2.5 provides that the Service Provider shall not include any premium charges for that insurance save for supplementary insurance it deems necessary in its own interest. Clauses 2.6.1.2.12 and 2.6.1.2.14 render the Service Provider liable for the deductible (First Amount Payable) in respect of each claim under both the policies effected by ATNS and those maintained by the Service Provider, and clause 2.6.1.2.13 fixes those deductibles by reference to the latest Insurance Program available from ATNS, which does not form part of the bid documents. Clause 2.6.1.2.3 records that the limit of indemnity for Public Liability insurance is to be determined at the time of contract signature. Kindly confirm: (a) which party is to effect and maintain the Contract Works and Public Liability insurances; (b) whether bidders are to include the premiums for those insurances in the tendered price; and (c) the deductibles (First Amount Payable) and the limit of indemnity applicable, alternatively that the current Insurance Program be furnished, so that the draft insurance proposal required by clause 2.6.1.1.5 may be prepared on a common basis by all bidders.	Bidders must effect and maintain contract works and public liability insurances. If the bidder wants to include costs of such insurances they are welcome to do so.
62	05-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 1.1.87, 2.11.14.2, 2.11.14.3.2.2, 2.11.14.3.2.4, 2.11.14.3.2.5, 2.14.8.1.3, 2.14.8.1.4 and 2.14.8.4	Clause 2.11.14.2 provides that the Contractor shall indicate which performance based security it elects as between retention and a performance guarantee. Clause 2.14.8.4 provides that the Contractor shall, at the discretion of the Company, provide an unconditional bank guarantee to the value of ten per cent of the Contract Price. The bid documents express the ten per cent on three different bases: ten per cent of the Contract Price at clause 2.14.8.4; ten per cent of the Supply and Deliver and Installation and SAT at clause 2.14.8.1.3; and ten per cent of the value of the work completed or equipment installed at clause 2.11.14.3.2.2. Kindly confirm: (a) which of those bases is applied in determining the amount of the performance security; (b) whether the election between retention and a performance guarantee vests in the Contractor in terms of clause 2.11.14.2 or in the Company in terms of clause 2.14.8.4; and (c) whether any document evidencing the availability of the performance security is required to be submitted with the bid, or only upon execution of the Contract.	a) 10% of the contract price b) Bidders have an election to choose either retention or performance guarantee as a form of security. c) Bidders can provide the required performance security document at execution stage.
63	05-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, Chapter 3 (Form of Contract), Contract Particulars; Volume 1B, clauses 2.11.14 and 2.14.8	The Contract Particulars forming part of the Form of Contract at Chapter 3 of Volume 1B contain a field headed "Name of Company providing parent Company guarantee(s)", against which the entry "To be submitted" appears. No clause in the Conditions of Contract provides for a parent company guarantee, prescribes its form or scope, or identifies the circumstances in which it is required. Kindly confirm: (a) whether a parent company guarantee is required of the successful bidder; (b) if so, its required form and scope, and whether it is required in addition to or in substitution for the performance security provided for at clauses 2.11.14 and 2.14.8; and (c) how the requirement is satisfied where the bidder is a consortium or an entity that has no holding company.	a) Bank guarantee will suffice b) Not applicable as bidders may provide performance guarantee from the bank c) Not applicable as bidders may provide performance guarantee from the bank

64	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 4.2.5	The system shall operate in average rainfall of 4 mm to 5mm per hour. The Tenderer shall provide as part of the system specifications or supporting documents the average rainfall under which the system can operate. The Tenderer shall indicate the ingress protection (IP) rating for the UAS. Would you consider replacing the rainfall requirement with a requirement based on the declared Ingress Protection (IP) rating of the system, together with the manufacturer's specified operational weather limits? Alternatively, please clarify how compliance with the requirement of "average rainfall of 4 mm to 5 mm per hour" is intended to be verified and evaluated during the tender assessment. <u>Our understanding:</u> Our system can operate at 4mm to 5mm rainfall per hour, and it is stated in a brochure or in a manual	The compliance will be evaluated based on the OEM operational weather specifications and IP rating.
65	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4 Section 4.5.4	All operational procedures and processes required to support the inspection exercise shall be defined and communicated accordingly to relevant stakeholders. The Tenderer shall take the responsibility to draft and communicate accordingly all operational procedures and processes required to support the inspection exercise. Please confirm whether the Tenderer is expected to develop all operational procedures and processes independently, or whether ATNS will provide site-specific procedures, access constraints, and local coordination requirements for incorporation by the Tenderer. <u>Our understanding:</u> We will define all the procedures and process and responsibilities during the Design Review with ATNS.	This will be done in collaboration and consultation with ATNS.
66	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 4.5.5	Multiple inspections shall be performed to ascertain the results obtained and where possible, these results should be compared against manned aircraft results for the same inspection exercise.The Tenderer acknowledges to perform multiple inspections on the identified systems to quantify the accuracy of the results obtained/observed. Please clarify the minimum number of repeated inspections required per system under the term “multiple inspections.” Please also confirm whether comparison against manned aircraft results is mandatory only where such reference data exists for the same inspection exercise. <u>Our understanding:</u> “Multiple Inspections” means that certain test can be repeated to see if the same results are achieved. Results of flight inspections (with aircraft) are available for each site.	Please refer to answer or clarification provided to 19 above.
67	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 4.5.11	The appropriate operational status of the radio navigation aid facility shall be set accordingly during the inspection exercise. The Tender acknowledges that the appropriate operational status of the radio navigation aid facility under inspection will be set accordingly. Please confirm who is responsible for setting the operational status of the radio navigation aid facility during the inspection exercise, namely ATNS personnel or the Tenderer. <u>Our Understanding:</u> ATNS personnel will be responsible for the status of the equipment. HENSOLDT personnel can also perform these tasks if required.	Decision to set/change the operational status will be a made by both body parties (ATNS and the Contractor). The actual setting changing on a specific system will be supervised by ATNS.
68	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 4.5.12	Permits for personnel that have to be included in the inspection exercise shall be arranged in advance for sites located on airfields. The Tenderer acknowledges to provide all the necessary information required for obtaining access permits for all personnel that will be included in the inspection exercise. Please confirm whether ATNS will arrange the necessary airside access permits based on information supplied by the Tenderer, or whether the Tenderer is expected to obtain such permits directly. <u>Our understanding:</u> We will take responsibility for all Airside Access permits. Our suppliers need to provide the required documentation of personnel. ATNS will assist in obtaining the permits.	ANTS will assist with the permits application process, however, all application related costs will be carried by the Contractor.

69	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 6.2.7	The endurance of the UA shall be at minimum three (3) hours to accommodate the time required to complete an inspection exercise. This should still hold true even with the inspection platform on board the UA. The Tenderer shall provide the system specifications or operations manual or documentation highlighting/supporting this requirement. Please clarify whether the required minimum endurance of three (3) hours refers to: • Continuous flight endurance of at least three (3) hours in a single uninterrupted flight with the inspection payload on board; or • The capability to complete an inspection mission of approximately three (3) hours through multiple consecutive flights with battery replacement, while maintaining continuity of the overall inspection process. For professional multicopter UAS carrying specialized RF measurement equipment, a continuous flight endurance of three (3) hours is not technically achievable with current battery technology. We therefore kindly request clarification on the intended interpretation of this requirement. Please clarify.	A continuous flight endurance of at least three (3) hours in a single uninterrupted flight with the inspection payload on board.
70	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 6.2.8	The UA with the necessary supplementary elements shall be capable of measuring the SIS of an ILS to a radius of approximately 25 nautical miles. The Tenderer shall indicate the maximum coverage range that the UA can accommodate and if this is less than the specified nautical miles, the Tenderer shall provide proposals on how this requirement will be achieved. Please clarify whether the requirement to measure the SIS of an ILS to a radius of approximately 25 nautical miles is intended to require direct airborne inspection by the UA, as this would not be feasible for a multicopter drone and would imply an operating altitude above 10,000 feet to achieve the required coverage. Please clarify	Yes it is intended to require airborne inspection by the UA.
71	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 6.2.9	The maximum coverage range of a VOR is approximately 120 nautical miles. The Tenderer shall indicate the maximum coverage range that the UA can accommodate and if this is less than the specified nautical miles, the Tenderer shall provide proposals on how this requirement will be achieved. Please clarify how you expect a multicopter drone to inspect a VOR with a nominal coverage range of 120 nautical miles, given that it would require an impractically high operating altitude well above 10,000 ft AMSL <u>Our understanding:</u> We need to state what our maximum range is, and that it needs to be visible in our brochures and documentation.	ATNS is open to proposals on how the Bidder will comply to this requirement. Yes the maximum achievable range need to be specified.
72	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 6.2.15	The UA shall be fitted with all the necessary communication, navigation and surveillance equipment to enable their operation within controlled airspace. The Tenderer shall indicate the maximum operating ceiling for the UA and provide all the communication, navigation and surveillance equipment fitted to the UA or supporting elements to enable its detection, visibility, navigation and communication with other stakeholders or systems. Please specify the minimum communication, navigation, and surveillance equipment expected to enable operation within controlled airspace and confirm whether some of these functions may be fulfilled by supporting ground-based systems or operational procedures rather than onboard equipment only. <u>Our understanding:</u> We need to provide ATNS with what equipment our proposed solution is equipped with. Please clarify.	Yes. Also equipment to support operations in controlled airspace. Please refer to 66 and 69.

73	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 6.4.4	The communication module shall enable communication between the Pilot and the Air Traffic Controller (ATC). The Tenderer shall provide the system specifications or operations manual or documentation highlighting/supporting this requirement. Please clarify the expected meaning of “enable communication between the Pilot and the Air Traffic Controller (ATC).” Specifically, does ATNS require that the supplied communication module includes an air band VHF voice radio or other direct voice link, or is procedural/ground-mediated communication acceptable (for example: remote pilot uses ATC provided tower phone/ground radio, or the remote pilot communicates via the Tenderer’s ground crew who hold an ATC cleared radio)? If an air band radio is required, please confirm whether ATNS will accept a ground-based air band terminal (ground relay) instead of mounting an air band transmitter on the UA. Also confirm any required certifications or frequency/licence arrangements the Tenderer must meet. Please clarify.	Yes, ATNS require that the supplied communication module includes an air band VHF voice radio or other direct voice link. Yest, ATNS will accept a ground-based air band terminal (ground relay) instead of mounting an air band transmitter on the UA
74	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 6.5.6	The RF sensory module shall be mountable and dismountable onto the UA mounting platform. The Tenderer shall provide the system specifications or operations manual or documentation highlighting/supporting this requirement. Please specify the second reference. Our understanding: ATNS want to see how the RF test module is mounted to the UA and that the mounting of the equipment is detailed in the technical documents.	Yes. The requirement is for the RF test module to be mountable and dismountable.
75	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 7.2.4	Any adjustments or modifications to the radio navigation aid equipment deemed necessary shall be made either prior to the inspection or during the inspection of the equipment by a qualified/authorised person. The Tenderer acknowledges to accommodate adjustments to the settings of the radio navigation aid equipment either prior to the inspection or during the inspection by a qualified/authorised person. Please confirm that any adjustments or modifications to the radio navigation aid equipment, whether performed prior to or during the inspection, will be carried out exclusively by qualified and authorized personnel designated by ATNS (or another organization authorized by ATNS), and that the Tenderer will not be expected to perform or be accredited to perform such adjustments to operational radio navigation aid equipment. <u>Our understanding:</u> ATNS qualified technical personnel will be present during the inspection and will make the necessary adjustments. ATNS just wants to know that these adjustments can be made while the UA is in the air doing the testing.	Yes. However, ATNS may supervise/authorise the Tenderer technical personnel to make adjustments.
76	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 8.2.1	All required communication, navigation and surveillance system required to interface the system with the ATM shall be provided as the system will be used for inspection in an aerodrome within controlled airspace. The Tenderer shall provide an elaboration of how the system could be integrated into the current ATM system as viewed from the ATCC to ensure that ATCs are able to monitor the UA in flight during the inspection operation. Please clarify what level of ATM integration is expected for compliance with this requirement. In particular, please confirm whether ATNS expects the UA to be visible on an ATC surveillance display through a technical interface, or whether procedural coordination, flight approval, and real-time communication with ATC are sufficient. Please clarify.	ATNS expects the UA to be visible on an ATC surveillance display (e.g., detectable by available surveillance systems).

77	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 10.2.1	The tenderer shall provide a complete set of spares for sustaining the operation and maintenance of the system until its end of life. The Tenderer shall provide a list of all spares for the system to sustain it until its end of life. Please clarify the intended scope of this requirement. In particular, please confirm that compliance may be achieved by: • providing an initial recommended spare parts package suitable for a typical level of system operation during the initial years of service; and • providing a comprehensive spare parts catalogue and price list identifying all spare parts available for long-term maintenance and support throughout the system's operational life. Should the Purchaser intend that all spare parts required for the entire service life be supplied as part of the initial delivery, the Tenderer considers that such a requirement cannot be objectively quantified at this stage. Determining the required quantities would require a detailed definition of the anticipated operational profile (e.g. expected annual flight hours, number of inspection missions, environmental conditions, maintenance concept, and other usage assumptions). Such parameters can realistically only be established by ATNS after gaining initial operational experience with the system and evaluating its actual utilization. The Tenderer therefore believes that the provision of an initial recommended spare parts package, complemented by a comprehensive long-term spare parts catalogue, represents the most practical and commercially equitable approach. <u>Our understanding:</u> We must supply recommended spare parts on RAM analysisperformed. We can as an option provided a larger number of spare parts.	Yes, the Tenderer must supply recommended spare parts on RAM analysis performed.
78	06-Aug-26	HENSOLDT SA (Pty) Ltd	Technical Tender Specification (Volume 2,3 &4), Section 10.3.2	The contractor shall afford ATNS a period of at least 12 months, a period of beneficial use, for ATNS to evaluate that the system indeed meets the requirements as stipulated herein. Please clarify how the required beneficial use period of at least twelve (12) months will interact with: • formal system acceptance; • final compliance evaluation; • commencement of the warranty period; and • any milestone or final payments linked to system acceptance. In particular, please confirm that formal acceptance of the system will take place upon successful completion of the agreed acceptance tests, and that the twelve (12)-month beneficial use period is intended as an operational evaluation period and not as a postponement of contractual acceptance or the commencement of the warranty period. Is our understanding correct?	Yes.
79	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 1.1.78, 1.2.3, 2.9.2.1, 2.11.13.1 and 2.11.20.1; Volume 1B, Chapter 3 (Form of Contract), clause 1.1.4 and the list of Schedules; Volume 2, clause 4.4.3; Volume 4, clause 10.6.1	Clause 1.1.4 of the Form of Contract at Chapter 3 provides that the Contract comprises the signed Form of Contract, the Contract Particulars, the Conditions of Contract and "The Schedules from A to and including H (in descending Order of priority)". The list of Schedules appearing in the same Chapter is headed "SCHEDULES (with precedence - from A to H)" but sets out ten Schedules, being A, A1, B, C, D, E, F, G, H and I, of which Schedule A1 is the Milestone Payment Schedule and Schedule I is the Maintenance and Support Terms and Conditions. Schedules A1 and I are accordingly excluded from the documents constituting the Contract and from the stated order of precedence, notwithstanding that clause 2.9.2.1 provides that the Maintenance and Support Phase shall be governed by the terms of the Agreement together with the Maintenance and Support Terms and Conditions in Schedule "I", and prescribes a rule of precedence between them, and that clause 2.11.13.1 records that Schedule "A1" of the Contract defines the Milestone Payment Schedule. The order of precedence is further expressed on a different basis at clause 2.11.20.1, which provides for "the Instrument of Agreement, the Conditions of Contract and the Schedules in alphabetical order", making no reference to the Contract Particulars, and at clause 1.2.3, which provides that the Agreement is to be regarded as having a superseding requirement over its annexures. Clause 1.1.78 defines the Milestone Payment Schedule as "the payment schedule at Chapter 6", while Volume 1B comprises Chapters 1, 2 and 3 only. The introductory note to the list of Schedules records that the Schedules may provide overlapping information and that the list will be rationalised prior to Contract execution. <u>Kindly confirm:</u> (a) whether Schedules A1 and I form part of the Contract, and if so their position in the order of precedence; (b) which of clauses 1.1.4, 2.11.20.1 and 1.2.3 establishes the order of precedence applicable to this Contract; (c) the location of the Milestone Payment Schedule referred to at clause 1.1.78 as being at Chapter 6; and (d) whether bidders are required to submit a draft Schedule I with their tender, having regard to Volume 4 clause 10.6.1, and if so in what form.	All scheduled will form part of the contract. Bidders can negotiate the order of precedence of the schedules at contract negotiations stage. Bidders are required to submit a daft of schedule (i) , being the maintenance and support terms and conditions.

80	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 1.1.14, 1.1.53, 1.1.85, 2.5.1.3, 2.5.1.4, 2.5.1.10.1, 2.8.1.2.1, 2.8.1.2.4, 2.11.14.1 and 2.14.8.9	Clause 2.5.1.3 provides a warranty of one year commencing on the date of issue of the Completion Certificate or one month after the commencement of Beneficial Use, whichever is the later. Clause 2.5.1.10.1 provides that where the serviceability requirement of clause 2.5.1.4 has not been fulfilled at the end of that term, the Period of Beneficial Use shall be extended by twelve months from the repair or replacement of each affected part, that a further failure within the latter six months of that extension gives rise to a further extension on the same basis, and that the extension endures until the part in question has shown no failure for a continuous period of six months. No aggregate outer limit is prescribed. The duration of the Period of Beneficial Use is expressed on three bases: clause 1.1.85 defines it as "a period, of 12 months"; clause 2.8.1.2.1 provides that it shall be a period of at least twelve months as may be extended in terms of clause 2.5.1, terminating when validation of the support system is achieved; and clause 2.5.1.10.1 extends it without limit. Clause 2.8.1.2.4 provides that all costs for maintenance and support during the Period of Beneficial Use are included in the Contract Price. Clause 2.11.14.1 allocates the final twenty per cent of the Contract Price to "Warranty / PBU (including the provision of the inspection service)", and clause 2.14.8.9 provides for release of the residual Security only upon issue of the Certificate of Final Acceptance, Final Acceptance being defined at clause 1.1.53 as occurring at the end of the Period of Beneficial Use. <u>Kindly confirm:</u> (a) whether an aggregate outer limit applies to the extension of the Period of Beneficial Use under clause 2.5.1.10.1, and if so what that limit is; (b) whether the final twenty per cent Milestone Payment and the release of the residual Security fall due on expiry of the initial twelve month period or only on expiry of the Period of Beneficial Use as extended; and (c) whether the obligation to provide the inspection service and to maintain and support the system continues throughout any extended Period of Beneficial Use, and if so whether it is separately remunerated.	If PBU is extended, PBU will only terminate upon the successful ending of the PBU extension.
81	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 1.1.36, 2.9.1.1, 2.15.4.1.1, 2.15.4.2.1 and 2.15.5.1	The Conditions of Contract provide three separate regimes for the cancellation or termination of the Contract on the Contractor's breach, on differing triggers, notice periods and thresholds. Clause 2.9.1.1 entitles the Company to cancel the Contract where the Contractor fails to comply with any of the conditions of the Contract, and makes no provision for notice, for a period within which to remedy, or for a threshold of materiality. Clause 2.15.4.1.1 read with clause 2.15.4.2.1 requires written notice specifying a default, allows thirty days within which to remedy a substantial breach, and thereafter permits termination without liability to the Contractor for compensation. Clause 2.15.5.1 applies to any breach, prescribes a Notice Period of fourteen business days, applies a threshold of material breach, and confers four elective remedies including the suspension of further payments and the appointment of another person to complete the work at the Contractor's cost. Clause 1.1.36 defines day as calendar day, so that the periods prescribed by clauses 2.15.4.2.1 and 2.15.5.1 are computed differently. <u>Kindly confirm:</u> (a) the relationship between these three provisions and which governs where more than one is capable of applying to the same conduct; (b) whether the Company regards clause 2.9.1.1 as exercisable without prior written notice and without an opportunity to remedy; and (c) whether the notice and remedy provisions of clauses 2.15.4 and 2.15.5 apply to any cancellation effected under clause 2.9.1.1.	ATNS will exercise its termination rights if the bidder does not cure its breach. The number of notice days for the bidder to cure its breach will depend on the nature of the bidder's breach and applicable contractual terms.
82	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.11.15.3.1, 2.11.15.3.2, 2.11.14.3.1.1, 2.16.1.2.2, 2.16.1.2.3 and 2.16.1.2.4	Clause 2.16.1.2.4 provides that any variation above "the prescribed threshold" shall be submitted by ATNS to the relevant Treasury for approval, and that no variation work shall be undertaken prior to written approval, save in the case of a duly approved emergency. The prescribed threshold is not stated in the bid documents. The approval of variations is further provided for on two bases: clause 2.11.15.3.2 requires the Engineer to approve or reject a variation within thirty days, while clause 2.16.1.2.3 provides for approval by the Chief Executive Officer of ATNS and clause 2.16.1.2.4 for referral to Treasury, neither of the latter being subject to any stated period. Clause 2.11.14.3.1.1 provides that variation work is paid on completion at cost plus not more than five per cent, base costs being disclosed to the Company prior to written approval of the Variation Order, and clause 2.16.1.2.2 provides that work performed outside the scope of the Contract without an approved Contract Variation shall be for the Service Provider's own cost. <u>Kindly confirm:</u> (a) the prescribed variation threshold above which Treasury approval is required; (b) which of the Engineer and the Chief Executive Officer approves a Variation Order, and the period within which approval under clause 2.16.1.2.3 and clause 2.16.1.2.4 is to be given; (c) whether time taken to obtain approval under clauses 2.16.1.2.3 and 2.16.1.2.4 is excluded from the Delivery Schedule for the purposes of clauses 2.4.3 and 2.9.1.4.2; and (d) whether the basis of cost plus not more than five per cent at clause 2.11.14.3.1.1 applies to all Variation Orders.	a) 15% for non construction services. b) The Engineer is the first line in the approval process and the Chief Executive Office is the last line in the approval process c) The delivery relating to goods or service subject to a variation, must only be done once the variation is approved by ATNS. d) It will depend on the prevailing circumstances at the time.

83	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 2, clauses 4.3.1 and 4.4.2; Volume 1B, clauses 2.2.3.1, 2.6.1.1.5 and 2.13.2.1; Volume 1C, schedule items G3.1, G3.4 and G3.8; SACAA CARs Part 101, regulations 101.02.4 and 101.04.2	Volume 2 clause 4.4.2 provides that all supplied software, hardware, data and auxiliaries, as well as associated licences, shall be the property of ATNS. Volume 1B clause 2.13.2.1 provides that ownership in the Supplies and Services shall pass to the Company on payment of the relevant Milestone Payment, so that ownership of the unmanned aircraft priced at Volume 1C item G3.1 and of the radio frequency sensory module priced at item G3.4 passes upon payment of the Milestone Payment for Supply and Delivery, in advance of acceptance testing, of commissioning and of the provision of the inspection service. Volume 1B clause 2.6.1.1.5 requires the Contractor to insure the equipment so as to protect the Company's investment and ownership until final acceptance, and clause 2.2.3.1 provides that Company property in the possession of a Contractor remains the property of the Company and is to be returned at the Contractor's expense. Volume 2 clause 4.3.1 requires that the operation of the system comply with the latest requirements of Part 101 of the SACAA Civil Aviation Regulations and Technical Standards, and requires the Tenderer to state the operation for which the system and its operator are certified. Part 101 provides that an unmanned aircraft may not be operated unless a certificate of registration has been issued in respect of it (regulation 101.02.4(1)), and requires the holder of that certificate, where ownership of the aircraft is transferred to another person, to notify the Director of the transfer within thirty days (regulation 101.02.4(7)). An application for an operating certificate must be accompanied by a copy of the certificate of registration of each aircraft to be operated, and an aircraft may not be registered under more than one operating certificate (regulation 101.04.2). The bid documents make no provision for the registration of the aircraft, or for its allocation to an operating certificate, consequent upon the passing of ownership under clause 2.13.2.1. <u>Kindly confirm:</u> (a) in whose name the Certificate of Registration in respect of the aircraft is to be held once ownership has passed in terms of clause 2.13.2.1; (b) whether ATNS accepts the obligations attaching to the registered owner, including those necessary to give effect to the allocation of the aircraft to the operating certificate under which it is to be operated, and the period within which ATNS will complete them; and (c) on what basis bidders are to price schedule item G3.8, Permits Application, pending resolution of (a) and (b).	(a) ATNS (b) Yes, ATNS accept the ownership obligations (c) Bidders must include the pricing of the change of ownership service in their bid, if the bidders will charge for the change of ownership service
84	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 1.1.14, 1.1.54, 1.1.65, 1.1.90, 2.11.1.1, 2.11.1.2, 2.11.1.3, 2.11.10, 2.11.15.2.1, 2.11.15.4.1, 2.11.15.5.4.1, 2.11.15.5.6, 2.11.15.5.9 and 2.11.15.5.10; Volume 1A, clause 38 (SBD 3.2)	Clause 2.11.15.2.1 provides that ATNS shall not be liable for rate of exchange variation for the Acquisition Phase, that the Contract Price shall be fixed in Rands for the Acquisition Phase, and that any variation in the Contract Price arising from a change in the rate of exchange shall be for the account of the Contractor. Clause 2.11.15.5.4.1 provides, to the contrary, that any increase in the Rand value of the Contractor's Foreign Currency Debt in consequence of Exchange Rate Fluctuation shall be for the Company's account, and clause 2.11.15.5.6 gives effect to that provision by requiring payment to the Contractor of increases exceeding one per cent and repayment by the Contractor of decreases exceeding one per cent. Clause 1.1.14 defines the Acquisition Phase as the period from the Effective Date to the end of the Period of Beneficial Use, which clause 2.5.1.10.1 permits to be extended without stated limit. Clause 2.11.15.5.10 provides that no adjustment shall be made where the Contract is not completed to the Company's satisfaction within the contract period, and clause 2.11.15.5.9 provides that no reimbursement is payable where the Contractor has not stated a Foreign Currency Debt. Separately, clauses 2.11.1.2 and 2.11.1.3 distinguish a Fixed Price from a price not fixed, the latter being subject to adjustment as indicated in clause 2.11.10, while clause 2.11.10.1 permits adjustment only in accordance with specified Indices and requires that the percentages subject to adjustment, the title of the bulletin in which the Indices are published, the method of calculation and the applicable dates be contained in the contract, none of which appears in the bid documents. SBD 3.2 at Volume 1A clause 38 is headed "Non-Firm Prices". <u>Kindly confirm:</u> (a) whether the price tendered for the Acquisition Phase is fixed in Rands with all exchange rate variation for the Contractor's account in terms of clause 2.11.15.2.1, or is subject to the adjustment mechanism at clauses 2.11.15.5.4 to 2.11.15.5.6; (b) if the latter, the Indices, percentages, method of calculation and dates required by clause 2.11.10.1 to be contained in the contract; (c) whether the extension of the Period of Beneficial Use in terms of clause 2.5.1.10.1 extends the Acquisition Phase for the purposes of clause 2.11.15.2.1; (d) whether clause 2.11.15.5.10 operates to exclude adjustment where delay is attributable to a cause for which an extension of time is granted under clause 2.9.1.5; and (e) in respect of the Maintenance and Support Phase, whether clause 2.11.15.4.1, in providing that ATNS will pay at the lower of the Spot Rate or the Hedged Rate, is intended to place the cost of the hedging arrangement on the Contractor while conferring the benefit of both outcomes on the Company.	a) Price for Acquisition Phase should be fixed and not subjected to the Rate of Exchange fluctuations. b) Not applicable based on a) response above. c) Yes d) Yes e) ATNS takes the risk for the Foreign Exchange fluctuations during the maintenance period. However, the foreign compont for the price is fixed over the period of seven (7) years. ATNS will pay at the lower of the Spot Rate or the Hedged Rate.

85	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, Chapter 2 Preamble; clauses 2.10.5.3, 2.11.3.1, 2.11.3.2, 2.11.14.3.2, 2.13.1, 2.14.1.1, 2.14.1.2, 2.14.2.1, 2.14.2.3, 2.14.2.4 and 2.14.5.1	The Preamble to Chapter 2 records that the Terms and Conditions constitute standard reference information as previously used by the Company with a diversity of other contracts, that some of the conditions may not be wholly applicable to this Contract, and that Contractors are required to satisfy themselves as to the relevance of all the terms and conditions and where necessary to seek clarification concerning any proposed qualifying conditions or alternatives prior to contract signature. This request is made in accordance with that invitation. The Contract is for the supply and operation of an unmanned aircraft system for the inspection of radio navigation aids, and involves no civil or building works. A number of provisions appear to be directed to contracts of a different character, including clause 2.14.1.2 (connection to electricity and water and the provision of ablution facilities on site), clause 2.14.2.1 (the erection of offices and stores), clause 2.14.2.3 (the dewatering of excavations and the protection of the Works against storm, rain, snow, river floods and seepage), clause 2.14.2.4 (the erection of a site notice board), clause 2.13.1 (responsibility for temporary works), clauses 2.11.3.1, 2.11.3.2 and 2.11.14.3.2 (civil and electrical works, site and building works, road construction and other infrastructure), and clause 2.14.5.1 (the presence of the Contractor or an approved representative on site giving his whole time to supervision and being constantly available for the duration of the contract). Clause 2.10.5.3 further provides that no photographs shall be taken on the Airport and that the possession of cameras on the site is expressly forbidden, in circumstances where the system to be supplied is an aerial platform carrying imaging and measurement sensors and where its operation at operational airports is the subject matter of the Contract. <u>Kindly confirm:</u> (a) which of the provisions identified above ATNS regards as applicable to this Contract; (b) how bidders are to price those provisions which are applicable, in particular the requirement of clause 2.14.5.1; and (c) how clause 2.10.5.3 is to be applied to the operation of the system, and whether an exemption or approval is contemplated in respect of the sensors forming part of the Supplies and Services.	The contractual clauses in the contract which are not applicable to ATNS and the bidder will not apply.
86	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.6.5.12, 2.6.5.13, 2.6.5.14, 2.6.5.15, 2.6.5.16, 2.6.5.17, 2.6.5.18 and 2.6.5.19; Volume 2, clause 4.4.2	Clause 2.6.5.12 provides that the Contractor warrants that one hundred per cent of the Software, calculated by reference to the operable lines of code included in the source code, and of the Design Documents and Documentation, will consist of the original work of the Contractor, ownership of which will vest in the Company upon creation, save where the Company is informed and the requirements of clause 2.6.5.13 are met. Clause 2.6.5.13 provides that the inclusion of any computer program, data or document the intellectual property rights in which are not owned by the Contractor requires the permission of the Company, granted in the Company's absolute discretion, and that all costs of assignment or licence, including royalties, are borne by the Contractor. Clause 2.6.5.14 prescribes the minimum terms of any such licence, including use of the widest possible extent permitting adaptation, alteration, enhancement and updating, and a licence period of one hundred years from the Effective Date. Clauses 2.6.5.15 and 2.6.5.16 confine the exception to programs of a general nature not specific to the Works and readily replaceable by off the shelf software. Clause 2.6.5.17.2 requires the Contractor to procure that all Sub-Contractors and Suppliers permit the Company, without payment and without limitation in time, and notwithstanding termination, to use all data including computer software for stated purposes including the manufacture by the Company or others of parts equivalent, identical or similar to items of Equipment, and clause 2.6.5.19.1 requires that any licence permit assignment as a whole, the grant of sub-licences, and use by any person providing software consultancy or facilities management services. Clause 2.6.5.18 requires delivery of the source code or its deposit in escrow. A system for the inspection of radio navigation aids of the kind contemplated by this Contract is not capable of being developed as the original work of a tenderer within the meaning of clause 2.6.5.12, and any tenderer must necessarily incorporate proprietary software and equipment of an original equipment manufacturer. <u>Kindly confirm:</u> (a) how the warranty at clause 2.6.5.12 is to be satisfied where the system offered is based upon a commercially available product of an original equipment manufacturer; (b) whether the permission contemplated by clause 2.6.5.13 is to be sought at tender stage, and if so what is to be submitted with the tender and by when, or whether it is to be sought following award; and (c) whether ATNS will entertain, in respect of third party software and equipment, terms of the kind acknowledged at clause 2.6.5.18.6, and the extent to which the requirements of clauses 2.6.5.17.2 and 2.6.5.19.1 are applied to a Sub-Contractor or Supplier that is an original equipment manufacturer.	a) The contract will between ATNS and the bidder, it is for teh bidder to decide how to comply with contractual terms between it and ATNS. b) Yes. The documents and information which must be submitted is documents and information relating to what will be used by the bidder which is not owned by the bidder. c) Yes, depending on the prevailing circumstances and facts.
87	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 1.1.64, 1.1.73, 1.1.94, 2.11.3.1 and 2.11.4.1; Volume 1C	Clause 2.11.4.1 provides that the estimated cost of all customs duties and import surcharges shall be quoted in the Price Schedule, and records that the Contractor has indicated in the price schedule the Tariff Heading under which the equipment will be cleared through customs. Clause 2.11.3.1 provides, separately, that the price contracted for services includes full compensation for all customs duties, import surcharges and finance charges associated with the import of the various components, and for all civil and electrical Works for which the specified Provisional Sum is included in the price schedule. Clause 1.1.94 defines a Provisional Sum as a sum allocated by the Company for the optional supply and incorporation into the contract of an identified item, which the Tenderer is to confirm as adequate in its tender response. The Volume 1C pricing schedule contains no field or line item for a Tariff Heading, for customs duties, for import surcharges or for a Provisional Sum, and no Provisional Sum has been allocated by ATNS in the bid documents. <u>Kindly confirm:</u> (a) whether the estimated cost of customs duties and import surcharges is to be quoted separately in terms of clause 2.11.4.1 or is to be included within the price for services in terms of clause 2.11.3.1; (b) where in the Volume 1C schedule the Tariff Heading, the customs duties and the import surcharges are to be stated; and (c) whether any Provisional Sum has been allocated by ATNS for the purposes of clauses 2.11.3.1 and 1.1.94, and if so its amount and the item to which it relates.	All costs must be included in teh pricing.

88	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.3.1.1, 2.3.1.2, 2.3.1.3.5, 2.3.1.4.1, 2.3.1.4.2 and 2.3.1.4.3	Clause 2.3.1.1 provides that all disputes which the Parties are unable to resolve between themselves within sixty days of notification shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce, by three arbitrators appointed in accordance with those Rules, the arbitration to be held in Johannesburg and conducted in English. Clause 2.3.1.4.1 provides that, in the event of the Parties failing to accept the ruling of the mediator, the matter in dispute may be referred to arbitration by written agreement between the Parties, the arbitrator to be appointed at the written request of either Party by the secretary of the Arbitration Foundation of Southern Africa, and the arbitration to be conducted in accordance with the AFSA Commercial Rules and administered by AFSA. Clause 2.3.1.4.3 provides for an appeal in terms of the AFSA rules. Clause 2.3.1.3.5 provides that the opinion of the mediator shall be final and binding unless a Party notifies the other of its unwillingness to accept it within twenty-one days. <u>Kindly confirm:</u> (a) which of clauses 2.3.1.1 and 2.3.1.4 governs the reference of a dispute to arbitration; (b) whether the arbitration is to be conducted under the ICC Rules of Arbitration before three arbitrators, or under the AFSA Commercial Rules before a single arbitrator; (c) whether negotiation under clause 2.3.1.2 and mediation under clause 2.3.1.3 are preconditions to a reference to arbitration under clause 2.3.1.1; and (d) whether a reference to arbitration requires the written agreement of both Parties as clause 2.3.1.4.1 provides, and if so what recourse is available to a Party where that agreement is withheld.	a)Both, depending on whether the bidder is a foreign entity or not. b) it will be an election depending on whether the bidding entity is a foreign entity or not. c) Clause 2.3.1.2 is mandatory and clause 2.3.1.3 is not mandatory. d) If there is no written agreement between both parties, parties can go to court to resolve the dispute.
89	07-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.1.4.1.2, 2.1.4.1.5, 2.1.4.1.7, 2.1.4.1.8, 2.1.4.1.10, 2.1.4.2.2, 2.1.4.2.6, 2.1.4.2.10, 2.6.6.1 and 2.6.6.2; Volume 1C, schedule G3	Clause 2.1.4.1.7 requires the Contractor to carry out Factory Acceptance Testing of the Supplies and Services at the Contractor's facility, and clause 2.1.4.1.8 requires that it be carried out in the presence of the Engineer. Clauses 2.1.4.1.10 and 2.1.4.2.10 provide that the Contractor shall not deliver the Supplies and Services to the Installation Sites or the Delivery Sites until an Interim Acceptance Certificate in respect of Factory Acceptance Testing has been issued by the Engineer. Clause 2.1.4.2.2 requires the Factory Acceptance Test Procedures to be submitted thirty days prior to commencement for the Company's approval, and clause 2.1.4.2.6 requires rectification at the Contractor's own cost within five days of a Notice of Rejection. The Supplies and Services comprise a system the function of which is airborne measurement. On the costs of that attendance the bid documents make two provisions: clause 2.1.4.1.2 provides that the costs of Acceptance Testing and Inspection are deemed to be included in the Contract Price, while clause 2.6.6.1, which deals with inspection at the supplier's Works, provides that the Company and the Contractor shall each be responsible for their own costs in terms of such an inspection, and clause 2.6.6.2 requires the Contractor to provide free of charge all facilities, materials, samples, labour and apparatus required. <u>Kindly confirm:</u> (a) what ATNS requires to constitute Factory Acceptance Testing in respect of a system of this nature, and in particular whether flight demonstration is required at the Contractor's facility; (b) whether ATNS will accept Factory Acceptance Testing conducted in the Republic of South Africa, having regard to the prohibition on delivery contained in clauses 2.1.4.1.10 and 2.1.4.2.10; (c) how clause 2.1.4.1.2 is to be reconciled with clause 2.6.6.1 in respect of the attendance of the Engineer at a Contractor's facility situated outside the Republic; and (d) if the costs of that attendance are to be borne by the Contractor, the number of ATNS delegates and the number of days to be allowed for, whether international travel, accommodation and subsistence are to be included, and the schedule item of Volume 1C under which those costs are to be priced.	a) FAT can be done at the contractor's facility in South Africa or ATNS facility in South Africa b) Yes. c) Each party will pay for its own inspection costs such as travel and accommodation. d) Each party will pay for its own inspection costs such as travel and accommodation.
90	11-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.1.4.1.7, 2.1.4.1.8, 2.1.4.1.10, 2.1.4.2.2 and 2.1.4.2.10; Volume 1C, schedule G3	Clause 2.1.4.1.7 requires the Contractor to carry out Factory Acceptance Testing of the Supplies and Services at the Contractor's facility, and clause 2.1.4.1.8 requires that it be carried out in the presence of the Engineer. Clauses 2.1.4.1.10 and 2.1.4.2.10 provide that the Contractor shall not deliver the Supplies and Services to the Installation Sites or the Delivery Sites until an Interim Acceptance Certificate in respect of Factory Acceptance Testing has been issued by the Engineer. The Supplies and Services comprise a system required to be capable of the inspection of instrument landing systems, VHF omnidirectional ranges and distance measuring equipment, and the inspection services to be rendered under the Contract are specified by reference to each of those categories of radio navigation aid. Request 36 of Questionnaire Submission No. 3 seeks confirmation of what ATNS requires to constitute Factory Acceptance Testing in respect of a system of this nature, and does not address the question set out below. <u>Kindly confirm:</u> (a) whether ATNS requires that the inspection of each of instrument landing systems, VHF omnidirectional ranges and distance measuring equipment be separately demonstrated during Factory Acceptance Testing at the Contractor's facility; (b) if so, whether that demonstration is required to be conducted against operational radio navigation aids in service, or whether demonstration against test or simulated signal sources is acceptable; and (c) whether ATNS will accept the demonstration at the Contractor's facility of a representative subset of those categories, with the balance demonstrated during Site Acceptance Testing and the flight acceptance test in the Republic of South Africa.	a. No. b. If FAT is required in South Africa, this demonstration can be conducted against existing radio navigation aid in service c. No.

91	11-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.1.4.1.7, 2.1.4.1.10, 2.1.4.2.10 and 2.13.2.1; Volume 2, clause 4.4.2; Volume 1C, schedule G3.8; Tender Questions and Answers Register issued 7 August 2026, request 52	Clause 2.1.4.1.7 requires Factory Acceptance Testing to be carried out at the Contractor's facility, and clauses 2.1.4.1.10 and 2.1.4.2.10 prohibit delivery until the Interim Acceptance Certificate in respect of that testing has been issued. The unmanned aircraft forming part of the Supplies is a serialised article which is subject to registration and to the issue of permits and authorisations in the Republic of South Africa, the cost of which is to be priced at schedule item G3.8 of Volume 1C. Clause 4.4.2 of Volume 2 provides that all supplied hardware shall be the property of ATNS, and clause 2.13.2.1 of Volume 1B provides that ownership passes on payment of the relevant Milestone Payment. In response to request 52 of the Tender Questions and Answers Register issued on 7 August 2026, ATNS has confirmed that one (1) UAS flight inspection system is required under the base scope and that the system is to be provided with sufficient spares to be operationally capable in line with the contract term. The bid documents do not state whether the aircraft presented for Factory Acceptance Testing is required to be the aircraft subsequently delivered. <u>Kindly confirm:</u> (a) whether ATNS requires that the unmanned aircraft presented for Factory Acceptance Testing be the identical article, by serial number, subsequently delivered to the Delivery Sites; (b) if not, whether ATNS will accept Factory Acceptance Testing conducted on an aircraft of the same type, model and configuration, with the delivered aircraft validated during Site Acceptance Testing and the flight acceptance test; and (c) whether ATNS requires a tenderer to state in its tender which of those arrangements it proposes.	FAT may not be required but should it be needed may be done in South Africa. Each party will pay its own costs such as travel and accomodation.
92	11-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clause 2.11.15.4; Volume 1C, schedule G2; Tender Questions and Answers Register issued 7 August 2026, requests 21 and 46	In response to request 21 of the Tender Questions and Answers Register issued on 7 August 2026, ATNS confirmed at paragraph (c) that the annual maintenance prices must remain fixed. In response to request 46 of the same Register, ATNS stated that the foreign component and local component prices should be escalated using the index. The two responses appear to give opposite instructions in respect of the same annual prices, being those requested at schedule G2 of Volume 1C for Years 1 to 5, and clause 2.11.15.4 of Volume 1B requires the Contractor to state the escalation applicable to each of the five years. <u>Kindly confirm:</u> (a) whether the annual prices for the Maintenance and Support Phase are to be tendered as fixed for all five years, or subject to escalation; (b) if subject to escalation, which index is to be applied, the base date from which it runs, and the dates on which adjustment takes effect; and (c) whether the same treatment applies to both the foreign component and the local component.	a. Fixed b. Refer to a. c. All prices must be fixed.
93	11-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1C, schedule G3.7; Volume 2, clauses 4.5.2 and 4.5.5; Tender Questions and Answers Register issued 7 August 2026, requests 19, 20 and 53	In response to request 19 of the Tender Questions and Answers Register issued on 7 August 2026, ATNS stated at paragraph (a) that a minimum of two (2) inspections could be budgeted per site or facility for the sake of pricing. In response to request 53 of the same Register, ATNS stated at paragraph (f) that the service is a one time acceptance and demonstration service with a budget of one repetition per site or facility. In response to request 20, ATNS identified OR Tambo International Airport and Lanseria International Airport, each with ILS, DVOR and DME, and stated at paragraph (b) that one site visit is required per site or facility. Schedule item G3.7 of Volume 1C requires pricing per facility, per airport and per inspection. <u>Kindly confirm:</u> (a) the number of inspections to be priced for each of the six identified facilities; (b) whether a repetition is counted as a separate inspection for the purposes of item G3.7; and (c) the number of separate mobilisations to site that a tenderer should price.	a. 2 per site b. Yes. c. In line with a.
94	11-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 1.1.86, 2.11.14.1 and 2.14.8.4; Volume 1C; Tender Questions and Answers Register issued 7 August 2026, request 21	Clause 1.1.86 of Volume 1B defines the Period of Contract as a period of two (2) years, being one (1) year for the acquisition phase and one (1) year for the Period of Beneficial Use, plus five (5) years for the maintenance and support phase. In response to request 21 of the Tender Questions and Answers Register issued on 7 August 2026, ATNS stated at paragraph (a) that the initial contract term is five (5) years, and at paragraph (d) that support and maintenance will form part of the initial contract. The Milestone Payments at clause 2.11.14.1 of Volume 1B are expressed as percentages, and the performance security at clause 2.14.8.4 is expressed as a percentage of the Contract Price, so the period comprised in the Contract Price is material to the completion of Volume 1C. <u>Kindly confirm:</u> (a) the total period of the contract to be tendered; (b) whether the five (5) years referred to in the response to request 21(a) is the maintenance and support phase alone, or the whole of the contract inclusive of the acquisition phase and the Period of Beneficial Use; and (c) whether the Milestone Payment percentages at clause 2.11.14.1 are calculated on the Contract Price inclusive of the maintenance and support phase, or on the acquisition phase alone.	a. Total contract period is 7 years, being 2 years Acquisition Phase (1 years for acquisition and 1 year for PBU) and 5 years for maintenance phase b. Please refer to a) above. c. Acquisition Phase

95	13-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 2, clause 4.1.1; Volume 1A, clause 10; Tender Questions and Answers Register issued 7 August 2026, requests 13, 18 and 44	Clause 4.1.1 of Volume 2 provides that the Tenderer shall have experience with inspection of radio navigation aids using UAS, and that the Tenderer shall provide at least one reference letter as substantiation of their compliance with this requirement. Volume 1A contemplates the submission of a tender by an unincorporated consortium, and in response to request 13 of the Tender Questions and Answers Register issued on 7 August 2026 ATNS identified the documentary set by which the composition and ownership of such a consortium is to be evidenced. In response to request 18 of the same Register, ATNS confirmed in respect of the certification and approval requirements at clauses 4.3.1 and 4.5.13 of Volume 2 that those requirements apply whether the tendering entity performs the operation under the operating certificate of an authorised South African operator or, in respect of a consortium, when either all or one of the members of the consortium is certified or approved. In response to request 44 of the same Register, ATNS confirmed that reference letters in English are acceptable as proof supporting responses to the stated requirements, and that evidence may be cross-referenced to clearly indexed annexures. Clause 4.1.1 does not state whether the experience and the reference letter are to be assessed in respect of the Tenderer as a composite entity or in respect of each member of a consortium individually, and does not state in whose favour the reference letter is required to have been issued. <u>Kindly confirm:</u> (a) whether the requirement at clause 4.1.1 is assessed in respect of a consortium as a whole, on the basis confirmed in the response to request 18, or in respect of each member of the consortium separately; (b) whether the reference letter required by clause 4.1.1 may be a letter issued in respect of the manufacturer or the technology supplier of the system offered, or in respect of a member of the consortium, rather than in respect of the Tenderer itself; and (c) whether a reference letter issued in respect of the manufacturer of a subsystem incorporated in the system offered is acceptable where the experience attested to in that letter relates to the inspection of radio navigation aids using that subsystem on a UAS platform.	a. On the basis confirmed in the response to request 18. b. See a and also refer to 57. c. Yes , If the manufacturer is part of the Consortium or Joint Venture.
96	13-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 1B, clauses 2.11.15.4, 2.11.15.4.7, 2.11.15.4.10, 2.11.15.4.11 and 2.11.15.4.12; Volume 1C; Tender Questions and Answers Register issued 7 August 2026, requests 45 and 46	In response to request 45 of the Tender Questions and Answers Register issued on 7 August 2026, ATNS stated that the acquisition price is fixed in Rands and that the supplier carries the foreign exchange exposure on acquisition. Clause 2.11.15.4 of Volume 1B is headed Maintenance and Support Phase. Clauses 2.11.15.4.10 and 2.11.15.4.11 within it prescribe the rules by which the end date is determined for the purposes of an exchange rate adjustment, and do so by reference to whether payment to a foreign supplier is effected before or after the Contractor is paid by ATNS, and by reference to whether Delivery takes place before or after the contractual Delivery date. Clause 2.11.15.4.12 prescribes the treatment applicable in the case of an advance payment. Each of those matters, being the contractual Delivery date, the date of Delivery and the making of an advance payment, is a matter of the Acquisition Phase and not of the Maintenance and Support Phase. Clause 2.11.15.4.7 further prescribes the rules that apply where exchange cover on a fixed term basis is a condition of the contract. <u>Kindly confirm:</u> (a) whether clauses 2.11.15.4.10, 2.11.15.4.11 and 2.11.15.4.12 apply to payments made by the Contractor to a foreign supplier in respect of the Acquisition Phase, or whether they are to be read as applying only to the Maintenance and Support Phase; (b) if they apply to the Acquisition Phase, the mechanism by which an exchange rate adjustment is to be claimed and the documentary evidence required in support of such a claim; (c) whether exchange cover on a fixed term basis, as contemplated by clause 2.11.15.4.7, is a condition of this Contract; and (d) if no exchange rate adjustment is available in respect of the Acquisition Phase, whether ATNS confirms that a tenderer is required to carry the full currency exposure on the foreign component for the period from the closing date until payment of the final Acquisition Phase Milestone Payment.	a) All contractuat clauses under clause 2.11.15.4 apply to maintenance and support phase. b) Refer to a) above.

97	14-Aug-26	NTE Consulting (Pty) Ltd t/a NTEC Aviation Lighting & Airside Solutions	Volume 3, clauses 9.3.1 and 9.3.2; Tender Questions and Answers Register issued 7 August 2026, request 18	Clause 9.3.1 of Volume 3 requires the Tenderer to provide a list of all personnel, including their roles and responsibilities, that will be involved during the execution of the project. Clause 9.3.2 provides that all proposed personnel for the project shall have at minimum three years of experience with UAS, inspection of radio navigation aids, as well as with the use of UAS for inspection of radio navigation aids, and requires evidence including qualifications and curricula vitae in substantiation. The personnel list contemplated by clause 9.3.1 is not confined to personnel performing the inspection itself, and on its terms extends to personnel occupying project management, quality, logistics and administrative roles. Clause 9.3.2 does not state whether the three categories of experience are to be held by each individual proposed or may be evidenced across the proposed personnel collectively, and does not state whether experience held by personnel of a member of a consortium, of the manufacturer of the system offered, or of the manufacturer of a subsystem incorporated in the system offered, may be relied upon where those personnel are proposed for the project. ATNS has addressed the analogous question in respect of the certification and approval requirements at clauses 4.3.1 and 4.5.13 of Volume 2, confirming in its response to request 18 of the Tender Questions and Answers Register issued on 7 August 2026 that the requirement is satisfied in respect of a consortium when either all or one of the members of the consortium is certified or approved. <u>Kindly confirm:</u> (a) whether the requirement at clause 9.3.2 applies to all personnel appearing in the list required by clause 9.3.1, or to those personnel proposed for roles directly concerned with the inspection of radio navigation aids using UAS; (b) whether the three categories of experience are to be held by each individual proposed, or may be evidenced across the proposed personnel collectively, consistent with the principle confirmed in the response to request 18; and (c) whether experience held by personnel of a member of a consortium, of the manufacturer of the system offered, or of the manufacturer of a subsystem incorporated in the system offered, may be relied upon in substantiation of clause 9.3.2 where those personnel are proposed for the project.	a) and b) Refer to response provided on item 23 on Tender Questions and Answers Register issued on 7 August 2026 c) Yes, if the manufacurer is part of the Consortium or Joint Venture or a Sub-Contractor.
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