

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD



REQUEST FOR PROPOSAL: APPOINTMENT OF SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY AT ATNS EASTERN CAPE (FAPE) SITES FOR A PERIOD OF 5 YEARS

RFP REFERENCE NUMBER:	ATNS/RFP029/22/23/ FAPE Physical Security
CLOSING DATE:	02 August 2022
CLOSING TIME:	11:00 (no late responses will be accepted)
COMPULSORY BRIEFING SESSION:	<p>Date: 19 July 2022</p> <p>Time: 11am</p> <p>Venue: Microsoft Teams</p> <p>NB: Bidder who do not attend the briefing session will be disqualified</p> <p>Bidders must request for a briefing session link from andyn@atns.co.za copy tenders@atns.co.za by the 18 July 2022 at 16h00 and the link will be provided.</p>
COMPULSORY REQUIREMENTS	<ol style="list-style-type: none"> 1. Valid Tax Compliance Report and Pin 2. Company Registration Documents 3. Valid B-BBEE certificate (levels 1-4)
BID VALIDITY PERIOD:	180 days (commencing from Bid closing date)
DESCRIPTION:	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE PHYSICAL SECURITY AT ATNS EASTERN CAPE (FAPE) SITES FOR A PERIOD OF 5 YEARS

<p>DEPOSITED IN THE BID BOX SITUATED AT:</p> <p>OR</p> <p>SUBMITTED ONLINE VIA A LINK TO BE SHARED: SEND AN EMAIL TO tenders@atns.co.za</p>	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298</p> <p>OR</p> <p>Should a bidder require to submit their documents online, they must send an email to : andyn@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. A link will be shared with the Bidder upon receipt of their intention to submit a bid online. A request must be sent no later than 29 July 2022 at 16h00</p>
PROCUREMENT CONTACT PERSON:	Andy Ngubane
TELEPHONE:	(011) 607 1000
E-MAIL:	andyn@atns.co.za

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)

BIDDING STRUCTURE

Indicate the type of Bidding/Biding Structure by marking with an 'X'	
Individual Bidder	
Joint Venture	
Consortium	
With Sub-Contractors	
Other	

If Individual:	
Name of Bidder	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	

Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

HAS AN ORIGINAL VALID TAX PIN/S BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO

PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER	
Indicate the Type of Company	

SIGNATURE OF BIDDER:.....

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:-----

IMPORTANT NOTICE

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

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

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

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

TABLE OF CONTENTS

1.0	GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS	7
1.2.	Background and Introduction	7
1.3.	Purpose of the Bid	10
1.4.	Acquisition strategy	10
2.	GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS	10
2.1.	Correspondence during Bid Period	10
2.2.	Failure to Adhere to Instructions	11
3.	BID SUBMISSION CONDITIONS AND INSTRUCTIONS	12
3.1.	FRAUD AND CORRUPTION	12
3.2.	BRIEFING SESSION	12
3.3.	CLARIFICATIONS/ QUERIES	13
3.4.	SUBMITTING BIDS	13
3.5.	SUBMISSION OF BID:	14
3.6.	LATE BIDS	14
3.7.	NEGOTIATION AND CONTRACTING	15
3.8.	ACCESS TO INFORMATION	15
3.9.	REASONS FOR REJECTION	15
3.10.	PAYMENTS	15
3.11.	CANCELLATION OF PROCUREMENT PROCESS	16
4.	CONTRACT TERMS	16
5.	DISCLAIMER	16
6.	SCOPE OF WORK	17
7.	GENERAL RESPONSIBILITIES	17
8.	CODE OF CONDUCT	18
9.	AID AND EQUIPMENT FOR SECURITY STAFF	19
10.	EVALUATION PROCESS	27
10.1.	COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA	27
10.1.1.	All bids duly lodged as specified in this Request for Bid will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements / conditions, will be eliminated from further consideration.	27
10.2.	MANDATORY, PRICE AND BBEE POINTS	27
10.2.1.	All remaining bids as per paragraph 10.1.1 will be evaluated as follows:	27
10.2.1.1.	The First stage, bids will be evaluated first for Pre-Qualification Criteria (Only bids that meet level 1-4 B-BEEE level.	27
10.2.1.2.	The Second stage, Bids will be evaluated on technical mandatory requirements, bidder who fails to meet any of the mandatory requirements will be disqualified and will not be considered price and BBEEE evaluation.	27
10.3.	Bid Response Evaluation	28

12.	CRITERIA FOR CONTRACTS AWARD	35
12.1.	Criteria for breaking deadlock in scoring.....	35
13.	FORM OF UNDERTAKING TO BID.....	38
14.	CONFIDENTIALITY AGREEMENT.....	40
15.	FORM OF QUESTIONNAIRE	41
	SBD1	43
	PART A.....	43
	INVITATION TO BID.....	43
	PART B	45
	DISCLOSURE OF GROUP/COMPANY STRUCTURE	61

1.0 GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

- 1.1. The BIDDER shall submit all responses, diagrams, project management documentation and drawings according to the GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS document and in the English language.

To assist BIDDERS only, each paragraph or article has been appended throughout with the letters “(M)”, to indicate whether the requirement is **Mandatory**.

ALL RESPONSES TO THE REQUIREMENTS IN THIS DOCUMENT SHALL BE PROVIDED AS FOLLOWS:

BIDDERS SHALL RESPOND IN FULL TO EACH ITEM IN THE FORMAT PROVIDED AND REFERENCES (CHAPTER, SECTION, PAGE NUMBER, PARAGRAPH NUMBER) TO DOCUMENTS AND RELEVANT INFORMATION SUPPORTING THE RESPONSES SHALL BE INDICATED IN THE SPACE PROVIDED. THIS INFORMATION WILL BE THE **ONLY RESPONSE USED FOR THE EVALUATION AND ASSESSMENT**.

Responses, provided in the space allowed, that are not clear or inadequate or the lack thereof shall be interpreted as **“Not Compliant”** even though the compliance column is declared as “Comply” and/or the BIDDER’s offer meets the requirement. BIDDER’s shall ensure that each response correctly addresses the requirement stated. Responses not addressing the requirement of the specific paragraph shall be interpreted as **“Not Compliant”**.

BIDDER’s shall declare compliance to each and every paragraph of this document in the column labelled “Compliance” as follows:

C: fully compliant= Full Points on Offer

NC: not compliant= 0 points.

BIDDER’s shall, for paragraphs declared “C” or “NC”, include a statement as to the nature of the variation and may additionally supply supporting information in the space provided to demonstrate how the proposal meets the needs of ATNS.

Number: 10.3.2.2; indicates that the requirement is mandatory and proposals not compliant with the requirement shall be disqualified for further evaluation.

1.2. Background and Introduction

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

Standing strong with over 1100 employees, ATNS strives to continuously provide safe airspace, orderly, expeditious and efficient management of Air Traffic Management services.

The company operates at 21 aerodromes within the country, including OR Tambo, Cape Town and King Shaka International Airports.

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

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

Vision

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

Mission

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

Our business is driven through our embedded Values, being:

- Accountability
- Safety and customer service
- Continuous improvement and innovation
- Employee engagement and development
- Fairness and consistency
- Open and effective communication

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

air navigation services provider (ANSP), ATNS is governed by the nation's legislative and administrative framework.

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

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

Regulated Business

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

Air navigation services and infrastructure

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

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

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

Air traffic service charges

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

Training institution

ATNS runs a successful training institution as a division within the Company, namely: the Aviation Training Academy (ATA). The ATA provides a full range of air traffic services training, technical support training and related training to delegates in South Africa and the broader African continent in the disciplines of engineering, air traffic services and management. The ATA is an ISO9001:2000 accredited institution and has international cooperation agreements in place with partners, enabling the academy to maintain mutually beneficial partnerships in the presentation and accreditation of international courses in air traffic services (ATS). The ATA is a world-renowned academy, and in both 2012 and 2013 was formally recognized as the International Air Transport Association (IATA) Worldwide Top Regional Training Partner.

Non-Regulated Business

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

Company can harness more valuable market opportunities and extend its regional influence and reach.

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

1.3. Purpose of the Bid

A physical security company is required to provide physical security service to the Air Traffic and Navigation Services (ATNS) Eastern Cape sites for a period of 5 years. ATNS seeks to appoint one security service provider.

1.4. Acquisition strategy

The proposed acquisition strategy is to award to one supplier meeting the ATNS requirements for the entire scope of sourcing, implementation and support of the project.

2. GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

2.1. Correspondence during Bid Period

All correspondence, in the “Form of Questionnaire” with the Company during the Bidding period in connection with the Bid Documents, shall be made as follows:

- 2.1.1 All correspondence to ATNS shall be in writing and addressed to:
Andy Ngubane: Procurement
ATNS Company Limited,
Private Bag X15,
Kempton Park
1620,
South Africa

- 2.1.1 All correspondence shall be made as follows:

Ref No: ATNS/RFP029/22/23 FAPE Physical Security

Date: Day/Month/Year

To: ATNS Company Ltd

From: Name of Bidder

Subject: FAPE Physical Security

All correspondence may be sent by email to andyn@atns.co.za or alternatively delivered by hand at the address specified in 3.5.1 The Company, however, shall not be responsible for non-receipt of any correspondence sent by post either registered or otherwise.

2.2.Failure to Adhere to Instructions

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

2.2.1 Preparation of Bid

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

- **Parcel A - Commercial Proposal; Financials and Price Structure**
 - **Parcel B - Technical Proposal**
- **Parcel A - Commercial Proposal; Financials and Price Structure. - labelled and tabled as per index.**

Parcel A Index	Commercial Proposal; Financials and Price Structure	Confirm Submission with X
A1	Company Information including <ul style="list-style-type: none">• Registration documents,• Details of the company Shareholders and their respective shareholding• List of Executive and Non-Executive Directors. percentage of shareholding	
A2	List of proposed Joint Ventures/Sub-contractors/Partners including details of company shareholders and the percentage shareholding.	
A3	Valid B-BBEE Certificate from accredited SANAS Agency or an EME Affidavit certified by commissioner of oath	
A4	Valid Tax Compliance Status and Pin.	
A5	Pricing/Proposed Rates	
A6	Returnable Forms	

- Parcel B - Functional Proposal: Response to the Scope

Parcel B Index	Technical Proposal	Confirm Submission with X
B1	Technical System Specifications	

3. BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

3.1.FRAUD AND CORRUPTION

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

3.2. BRIEFING SESSION

- 3.2.1 A **compulsory** briefing session and will be held at **11h00 on 19 July 2022** The session will be follows:

Activity	Date	Location / Nearest Town	Time / meeting or Site Visit Duration
Briefing Session	19 July 2022	VIRTUAL -TEAMS MEETING	11:00 CAT

NB: Bidder who do not attend the briefing session will be disqualified

- 3.2.2 The venue for the briefing session will take place on TEAMS Meeting, an email requesting to be part of the Briefing session should be send to andyn@atns.co.za copy tenders@atns.co.za by **18 July 2022 before 16h00**.
- 3.2.3 Bidders should bring their own copies of the bid documentation to the briefing session as bid documents will not be made available at the session.
- 3.2.4 Any individual wishing to bid must attend the session in person or send a representative. Any organisation wishing to bid must send a representative. For bids from a Consortium or Joint Venture, a representative of at least one of the organisations must attend the session. Bids from individuals, organisations or consortia of organisations that have not met the attendance requirements will not be considered.
- 3.2.5 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is preferably to be requested at the briefing session. Bidders are advised to study this document before attending the session and to have all their questions ready.
- 3.2.6 All those attending will be issued with minutes of the session within the closing date of bid, forwarded electronically upon request.

3.3.CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to Andy Ngubane at: andyn@atns.co.za not later than 16:00 on the 29 July 2022. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

3.4.SUBMITTING BIDS

- 3.4.1 Bids shall be submitted in two separate Parcels. Parcel A (Pricing) and Parcel B (bid document/ returnable). Each parcel shall be prepared contain; 1 (one) original and Two (2) Hard copies Documents and soft copy (PDF format) on a movable storage medium (USB disk), each sealed and addressed in accordance with the following requirements: -
- 3.4.1.1 The name and address of the Bidder;
 - 3.4.1.2 The Bid Number;
 - 3.4.1.3 The closing date of the Bid indicated on the envelope.
 - 3.4.1.4 A Cover Letter, signed by the authorised representative of each member of the Biding Entity, Consortium or Joint Venture, which shall contain
 - 3.4.1.5 List of Bid Proposal Documents and an Index of the contents therein;
 - 3.4.1.6 Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
 - 3.4.1.7 The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 3.4.2 Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the designation **“Original”**

or “**Copy**”, as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked “**Copy 1/3**”.

- 3.4.3 All Bid Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified under paragraph 3.5.1 of this document.
- 3.4.4 No Bids forwarded by telegram, telex, facsimile will be considered.
- 3.4.5 Pricing must be submitted in a separate sealed envelope in Parcel A.
- 3.4.6 The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the Bidder and initialized on each and every page of the Bid Response.
- 3.4.7 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a “late

3.5.SUBMISSION OF BID:

- 3.5.1 The Bid Documents shall be hand delivered to:

ATNS Company Limited,
Eastgate Office Park, Block C,
South Boulevard Road,
Bruma,
2298
South Africa;

No later than 11:00 on the 02 August 2022, local Time at which time the Bid proposals will be collected.

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

OR

SUBMITTED ONLINE VIA A LINK TO BE SHARED: SEND AN EMAIL TO tenders@atns.co.za

Should a bidder require to submit their documents online, they must send an email to andyn@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. A link will be shared with the Bidder upon receipt of their intention to submit a bid online. Requests for online submission link should be sent no **later than 29 July 2022 at 16h00**.

3.6.LATE BIDS

Bids received late shall not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) proposals shall be collected at exactly **11:00** on the 02 August 2022 and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.

3.7.NEGOTIATION AND CONTRACTING

- 3.7.1 ATNS have the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 3.7.2 ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 3.7.3 A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties.
- 3.7.4 **Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.**

3.8.ACCESS TO INFORMATION

- 3.8.1 Requests for information regarding the bid process will be dealt with in line with the ATNS procurement policy and relevant legislation.

3.9.REASONS FOR REJECTION

- 3.9.1 ATNS shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 3.9.2 ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
 - 3.9.3 Have abused the SCM system of ATNS.
 - 3.9.4 Have committed proven fraud or any other improper conduct in relation to such system.
 - 3.9.5 Have failed to perform on any previous contract and the proof exists.
 - 3.9.6 Such actions shall be communicated to the National Treasury.

3.10.PAYMENTS

- 3.10.1 ATNS will pay the contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by ATNS to the contractor.
- 3.10.2 The contractor shall from time to time during the currency of the contract, invoice ATNS for the services rendered.
- 3.10.3 The invoice must be accompanied by supporting source document(s) containing detailed information, as ATNS may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the contractor.
- 3.10.4 No payment will be made to the contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to ATNS.
- 3.10.5 Payment shall be made by bank transfer into the Contractor's back account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a

South African bank account. (Banking details must be submitted as soon as the bid is awarded).

- 3.10.6 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.

3.11.CANCELLATION OF PROCUREMENT PROCESS

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

4. CONTRACT TERMS

- 4.1.1 Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representation made. Bidder should accept that their Bid response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document although variation is not anticipated at this time. If any variation does take place Bidder will be advised as soon as possible.
- 4.1.2 The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in Volume 1B. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the bidder to have adequate professional indemnity insurance. All Bidders must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.
- 4.1.3 All designs and documentation will be the property of ATNS.

5. DISCLAIMER

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

6. SCOPE OF WORK

The successful service provider shall be required to provide a physical security service to the Air Traffic and Navigation Services (ATNS) Eastern Cape sites for a period of 5 years. ATNS seeks to appoint one security service provider

The physical security services to be rendered at the Air Traffic and Navigation Services (ATNS) shall cover the following sites:

FAPE REGION

1	Port Elizabeth Receiver site
2	Humansdorp Forward Relay
3	East London Radar Site

7. GENERAL RESPONSIBILITIES.

- The responsibilities of these security officers will be to ensure the safety of property and personnel from burglary, theft, vandalism, and/or threat of any nature.
- The security company must be based or have a branch office in Eastern Cape.
- The service provider shall be responsible for the transportation of its staff to and from these sites.
- The service provider shall tender a rate for each item. The tendered rates must be firm and inclusive of VAT. There will be no price adjustment for this Contract. Only Statutory increases in the minimum wage and/or VAT will be considered.
- The security officers provided may be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.
- The number of security officers and equipment requirements for this contract are reflected on this document.
- The following documents must be readily available for each officer to be utilized under this contract as proof of this shall be a requirement and must be produced by the successful service provider within 30 days of appointment:
 - A certified copy of the certificates from the Private Security Industry Regulatory Authority (PSIRA)
 - Certified ID copies
 - SAPS criminal record clearance certificates
- All security officers must comply with the Security Industries minimum standard of education. They must also have attended and passed a security course at one of the official training centres recognized by the Department of Labour.
- The service provider shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the conditions of employment as contained in Government Basic

conditions of Employment Act No. 75 of 1997, as amended in the Government and any subsequent amendments thereafter and any other applicable legislations.

- The service provider shall be responsible for ensuring that security guards are on duty timeously and are present at all times for the duration of their shift.

8. CODE OF CONDUCT

- Compliance with PSIRA norms and standards in accordance with PSIRA regulation.
- Upon appointment, supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Air Traffic and Navigation Services (ATNS). All possible steps shall be taken by the service provider to ensure that the correct, intended execution of the service takes place, including *inter alia*, the following:
 - 8.1.** The protection of the Air Traffic and Navigation Services (ATNS) at the intended site and the protection of the said property against theft, vandalism and any loss or damage whatsoever, to protect life and prevent crime.
 - 8.2.** The protection of the Air Traffic and Navigation Services (ATNS) officials against injuries, death or any offences, including offences of the Criminal Procedure Act, 1977 (Act 51 of 1977), and will include the protection of the Air Traffic and Navigation Services (ATNS) and its staff property or any threat thereto. Service Provider will be required to present a security strategy for ATNS according to their specific risks/needs.
 - 8.3.** The security officers shall be properly dressed in uniform at all times while on duty. The conduct and appearance of security officers is to reflect discipline, neatness and efficiency.
 - 8.4.** Roving patrols of the premises shall be undertaken by security officers on a continuous basis for the duration of the shift.
 - 8.5.** Random searches of vehicles or personnel entering or leaving the premises are to be undertaken, and any armaments or unusual items are to be reported.
 - 8.6.** In terms of Private Security Industry Regulatory Act 56 of 2001 the contractor shall have authority to arrest any person found committing an offence on, or in respect of the premises or any part thereof.
 - 8.7.** The Contractor shall ensure that his/her personnel refrain from littering and that they, at all times, keep the grounds and buildings occupied by them in a clean, hygienic and neat condition.
 - 8.8.** Under no circumstances are security personnel allowed to carry on any trading during their period of duty.
 - 8.9.** The service provider shall without fail on a monthly basis avail a senior official or representative to meet with the Security Specialist of ATNS to provide both written and verbal report on the security status of ATNS as well as any and all the security incidents for the month i.e. theft, burglary, any and all form of security breaches.

9. AID AND EQUIPMENT FOR SECURITY STAFF

9.1.1. The service provider must ensure that the following security aids are always available at each site where the service is being rendered.

- **The listed minimum service aids must always be carried/worn by the guard on duty:**
 - Two-way radios
 - Baton handcuffs
 - Boots and clean uniforms
 - Identification cards
 - Whistle, pocket book, pen and torch (at night)
 - Occurrence book
- **Occurrence Book**
 - Purpose: the purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.
 - The security personnel on duty must make the following entries in the occurrence book:
 - All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible in black ink.
 - All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.
 - All security personnel activities - especially deviations in respect of the duty list, including of the personnel and relevant times.
 - The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over/delivered.
 - The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.
 - The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
 - Occurrence book read: After the taking-over of shifts, the first level supervisor must make an entry declaring that he has read the occurrence book to acquaint himself with events that occurred during the previous shift.
 - All visits by supervisors and top management: these entries must be done in red ink.
 - All additional requests in respect of the rendering the services by the official of the organisation shall pass in writing.
 - Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initiated on the side.

- **Admission Control Registers or Forms**

- All vehicles entering or exiting the premises must be recorded in the admission control register and information must be made available always regarding persons and vehicles that enter or leave the premises in case occurrences should take place which might lead to a judicial enquiry.
- This register must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:
 - Date
 - Admission and exit times of the person or vehicle
 - Surname and initials of the person or details of vehicle and driver
 - Vehicle registration number
 - Purpose of visit
 - Brand, calibre and number of firearm in visitor's possession (if any)
 - Signature of visitor
 - Departing of vehicles to be searched on a random basis.
 - Storage of All completed registers must be handed to the institutions contact person for safe keeping.

- **Two-Way Radios**

- Purpose: The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site as well as between control on the site and control at the contractor's headquarters.
- Two-way Radios shall be directly linked with contractors control room at all times during the shift to ensure safe working for conditions security staff.
- Hand Carried Radios: Serviceable hand carried radios must at all times be provided by the service provider.
- Base Radio: Service provider shall have base radios in their control rooms to ensure the effective communication through each other.

Qualifications of security personnel

- The service provider shall provide the security personnel required for the successful rendering of the service per premises as per attained Annexure B.
- It is the responsibility of the service provider to see to it that the security personnel in his/ her service and especially those employed for the rendering of this service, meet the following requirements at all times:
 - Security guards must have at least grade 10 (standard eight).

-
- Security guards shall be able to communicate, read and write in at least the English language.
 - Security guards may not be younger than 18 years of age.
 - Supervisors and security guards must have undergone and passed formal security training and that standard is maintained.
 - At all times supervisors and security guards must present an acceptable image/appearance which implies, inter alia, that they must not publicly sit, lounge about, smoke, eat or drink while attending to people.
 - Supervisors and security guards must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no arguments with visitors/staff or discourteous behaviour towards them.
 - Supervisors and security guards must be physically and mentally healthy and medically fit for the execution of their duties.
 - Supervisors and security guards must be registered with the Private Security Industry Regulatory Authority, as required by Act No. 56, 2001 and be appropriately trained.
 - Supervisors and security guards are prohibited from reading Organisation documents or unnecessary handling thereof, without permission.
 - No information concerning Organisation activities may be furnished to the public or news media by service provider and/or his employees without the written permission from ATNS.
 - ATNS reserves the right to ascertain from the South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the PSIRA whether the security personnel are registered with the PSIRA of security officers.
 - In the event that a body search has to be performed, by the guard of the same gender of the person being searched.

ANNEXURE B

No.	SITE	GRADE	No. OF GUARDS	JOB PURPOSE	JOB REQUIREMENTS	OTHER SECURITY AIDS
1	ATNS PE Receiver site	Grade C – Unarmed	<ul style="list-style-type: none"> • 1 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all pedestrians accessing ATNS premise. • Random Searches on pedestrians entering ATNS premise. • Be central information point for official visitors to ATNS premise • Monitor vehicles at ATNS parking. • Be central emergency response control point for emergency response (SAPS, Fire services) 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone • Guardhut and ablution facility (cleaned twice a week)
2	ATNS Humansdorp FWD Relay site	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all pedestrians accessing ATNS premises • Monitor vehicles at ATNS parking. • Be central emergency response control point for emergency response (SAPS, Fire services) 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone • Guardhut and ablution facility (cleaned twice a week)

3	ATNS East London Radar Site	Grade C - Unarmed	<ul style="list-style-type: none"> • 2 Day Shift • 2 Night Shift 	<ul style="list-style-type: none"> • Access control for all pedestrians accessing ATNS premises • Monitor vehicles at ATNS parking. • Be central emergency response control point for emergency response (SAPS, Fire services) 	<ul style="list-style-type: none"> • No criminal offence; South African; PSIRA Grade C; Proficient in English; and Service Excellence 	<ul style="list-style-type: none"> • Two-way radio • Torch • Pocket book and pen • Occurrence book (OB) • Cell phone • Guardhut and ablution facility (cleaned twice a week)
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- **Hours of Duty**

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

Contract duration:

The duration of the contract will be five years **and** a legally binding contract will be concluded by ATNS and the successful service provider (s), which will outline each of party's performance rights and obligations

General

- **Lost and found articles**

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

- **Labour Unrest Incidents**

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

- **Checking of Service**

- Checking of service at the site shall be done at least once each shift by supervisory staff at the site as well as by the contractor himself on at least a quarterly basis.
- ATNS reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification. Should the Security Specialist consider the standard objectionable he/she/representative will notify the service provider accordingly in writing and the service provider shall cause the objectionable situation to be rectified to the standard required by the contract and specification as the case may be, at his/her own cost or charge.
- ATNS reserves the right to require from the service provider that any of his/her employees be replaced, in which case the employee(s) must leave the site forthwith. ATNS will not be held responsible for any damages or claims which may arise because of this and the service provider indemnifies ATNS against any such claims and legal expenses.

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- NOTE: ATNS's representative will have the right to check on a daily basis whether sufficient personnel are available at the site in terms of the conditions and specifications of contract.
 - All personnel shortages must be noted down in the occurrence book.

 - **Investigations in terms of the code of conduct for security service providers.**
 - ATNS reserves the right to contact the Private Security Industry Regulatory Authority for them to institute an inquiry into whether the service provider's workforce is registered with them and employees are in possession of training certificates of an accredited training centre. Furthermore, whether the service provider is paying security offices (for the purpose of this contract), the minimum monthly basic wage as prescribed for Area concerned of the Order for the Security Services Trade.
 - NB: ATNS reserves the right to vet the recommended company with the relevant organization before appointment.
 - ATNS reserves the right to terminate the contract upon issue of one month written notice should the needs of ATNS change during the contract period.

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

 - **Third Party / Public Liability Insurance**
 - The Service Provider shall, at his/her own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this contract.
 - Copy of such insurance contract must be handed to ATNS's representative on commencement of the service.
 - Evidence that such insurance premiums have indeed been paid, must be furnished annually.

-
- The minimum amount of Third Party/Public Liability Insurance shall be R1, 000,000.00 for any single claim and must include the use of firearms. The number of claims being unlimited during the period of the contract.

 - **Unemployment Insurance Fund**
 - Successful Bidder/s will be required to provide evidence of UIF compliance upon signing of the contract.

 - **Use of the Air Traffic and Navigation Services (ATNS) resources.**
 - The Service Provider may not, unless otherwise specified, make use of any of ATNS's equipment, aids and/or property, for purposes of compliance with the conditions, which include inter alia vehicles, stationery, firearms, rooms and furniture.
 - The Contractor shall be responsible for the payment of telephone calls made by his/her personnel.
 - The water and electricity required for the rendering of the service, shall be provided free of charge by ATNS.
 - The Service Provider shall ensure that ATNS's property is not misused.
 - The Service Provider is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.
 - All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.

10. EVALUATION PROCESS

10.1.COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

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

10.2.MANDATORY, PRICE AND BBEE POINTS

10.2.1. All remaining bids as per paragraph 10.1.1 will be evaluated as follows:

10.2.1.1.The First stage, bids will be evaluated first for Pre-Qualification Criteria (Only bids that meet level 1-4 B-BEEE level.

10.2.1.2.The Second stage, Bids will be evaluated on technical mandatory requirements, bidder who fails to meet any of the mandatory requirements will be disqualified and will not be considered price and BBEEE evaluation.

SHORTLISTED BIDS MAY BE REQUIRED TO PRESENT THEIR SOLUTIONS AFTER THE TENDER AWARD TO CONFIRM RESPONSE SUPPLIED.

10.2.1.3.The Third stage, bids will be evaluated in terms of the 80/20 preference point systems. Only bids that meet all the mandatory requirements will be evaluated in accordance with the 80/20 point system.

ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. ***In this particular tender, ATNS shall give preference to: B-BBEE compliant suppliers with a status level 1 to 4.***

The service provider shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The service provider will be required to submit a new SANAS accredited BBEE or Sworn Affidavit. The service provider shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The service provider will be required to submit a new B-BBEE certificate/Sworn Affidavit every year and each time there are changes in the company.

10.3. Bid Response Evaluation

The evaluation of responsive Bids shall be conducted by a panel appointed by ATNS following a three-stage process as follows:

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

During this stage Bid response documents will be reviewed to assess adherence to submission instructions set out in clause 3.10.4 above, compliance to Tax Requirements.

10.3.1.1.Mandatory Requirements

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

The table below summarises the required adherence to the submission instructions and shall also be used by the Bidder as a checklist for the completeness of the submission:

Reference	Requirement	Comply	Do not comply
	Bidders' acceptance of terms and conditions of bid.		
	South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of auth.		
	<i>Is the Bid divided into commercial (Vol 1) and technical (Vol 2 -4 (if applicable)) submissions?</i>		
	<i>Signed JV/Consortium agreement with clear illustration of portion of work and contract value % that the local EME or QSE will be responsible for.</i>		
	<i>Bidders must submit a workable plan to train and promote black businesses or individuals through meaningful participation in this project.</i>		

10.3.2. Second Stage: Functionality Evaluation

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. Bidder are expected to meet all the mandatory requirements as follows:

10.3.2.1.Mandatory Technical Requirements.

Bidders who do not comply with any of the mandatory requirements below will be disqualified.

10.3.2.2. Mandatory compliance

1. Mandatory Requirement	Comply / not Comply
Bidder must provide Valid PSIRA certificate of the company and the directors	

2. Mandatory Requirement	Comply / not Comply
Bidder must provide Valid PSIRA letter of good standing of the company	

3.Mandatory Requirement	Comply / not Comply
Bidder must provide Proof of availability of vehicle(s)	
<ul style="list-style-type: none"> • Bidder shall supply proof of Company Vehicle registration certificate OR 	
Proof of company Leasing agreement	

4.Mandatory Requirement	Comply / not Comply
Bidder must provide Valid PSSPF (PRIVATE SECURITY SECTOR PROVIDENT FUND) letter of good standing or submit a valid proof of exemption from PSSPF issued by PSIRA	

5. Mandatory Requirement	Comply / not Comply
Bidder must provide 3 refence letters of physical security services rendered in the past three years, they must be signed and in the previous clients' letterhead.	

6.Mandatory Requirement	Comply / not Comply
Bidder must provide a valid Firearm license of the company	

7.Mandatory Requirement	Comply / not Comply
Bidder must provide Valid ICASA certificate of the company or a signed agreement with an ICASA licence holder and a valid licence holder's ICASA certificate.	

8.Mandatory Requirement	Comply / not Comply
The security company must be based or have a branch office in Eastern Cape: Proof of address in the name of the company (or signed lease agreement if renting)	

9.Mandatory Requirement	Comply / not Comply
The security company must comply with the SECTORAL DETERMINATION 6: PRIVATE SECURITY SECTOR for all security guards payments: Submit proof of guards payment (Attach3 guards' payslips for March 2022, April 2022 and May 2022, attach proof of payment for each payslip)	

10.Mandatory Requirement	Comply / not Comply
Quotations must be based PSIRA pricing structure guideline. (found on https://nbcps.org.za/Guard Prices quoted below total cost per month on the PSIRA pricing structure will be disqualified	

Pricing Schedule for bid pricing. Quotations must be based PSIRA pricing structure guideline. (found on <https://nbcps.org.za/Guard>) Prices quoted below total cost per month on the PSIRA pricing structure will be disqualified.

Price Proposal

SITE	GRADE	SHIFT	QTY	Total cost (R) to ATNS Including VAT (including salaries and overheads) Year 1	Total cost (R) to ATNS Including VAT (including estimated PSIRA increases, salaries, and overheads) Year 2	Total cost (R) to ATNS Including VAT (including estimated PSIRA increases, salaries and overheads) Year 3	Total cost (R) to ATNS Including VAT (including estimated PSIRA increases salaries and overheads) Year 4	Total cost (R) to ATNS Including VAT (including estimated PSIRA increases salaries and overheads) Year 5
PE Receiver site	GRADE C - UNARMED	Day	01					
	GRADE C - UNARMED	Night	02					
	24 HRS ARMED RESPONSE		01					
	Toilet (Cleaned twice per week)		01					
	Guardhut		01					
Humansdorp Forward Relay	GRADE C - UNARMED	Day	02					
	GRADE C - UNARMED	Night	02					
	24 HRS ARMED RESPONSE		01					
	Toilet (Cleaned twice per week)		01					
	Guardhut		01					
FAEL RADAR	GRADE C - UNARMED	Day	02					
	GRADE C - UNARMED	Night	02					
	24 HRS ARMED RESPONSE		01					
	Toilet (Cleaned twice per week)		01					
	Guardhut		01					
Total per year								
Grand total cost (R) for five years (Total Year 1 + Total year 2+ Total year 3+								

SITE	GRADE	SHIFT	QTY	Total cost (R) to ATNS Including VAT (including salaries and overheads) Year 1	Total cost (R) to ATNS Including VAT (including estimated PSIRA increases, salaries, and overheads) Year 2	Total cost (R) to ATNS Including VAT (including estimated PSIRA increases, salaries and overheads) Year 3	Total cost (R) to ATNS VAT (including estimated PSIRA increases salaries and overheads) Year 4	Total cost (R) to ATNS Including VAT (including estimated PSIRA increases salaries and overheads) Year 5
Total year 4+ Total year 5) Including VAT (including salaries and overheads)								
VAT @ 15%								

FAILURE TO COMPLY WITH THE ABOVE COSTING TEMPLATE WILL LEAD TO DISQUALIFICATION OF YOUR RESPONSE

11. Third Stage - Price/B-BBEE Evaluation

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

B-BBEE status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

11.2. *A bidder shall not be awarded points for B-BBEE status level of contributor if the Bid documents indicate that the Bidder intends subcontracting (JV or Consortium) more than 30% of the value of the contract to any other person not qualifying for at least the points that the Bidder qualifies for, unless the intended subcontractor (JV or Consortium) is an EME that has the capability to execute the subcontract.*

- *The points scored by a Bidder for B-BBEE contribution will be added to the points scored for price.*
- *The points scored will be rounded off to the nearest two decimal places.*

12. CRITERIA FOR CONTRACTS AWARD

12.1. Criteria for breaking deadlock in scoring

12.1.1.1.If two or more bidders score an equal total number of points, the contract may be awarded to the Bidder that scored the highest points for B-BBEE.

12.1.1.2.If two or more bidders score equal total points on the functionality evaluation process and equal preference points for B-BBEE, the contract may be awarded to the Bidder that scored the highest points for functionality.

12.1.1.3.If two or more bidders score equal total points in all respects, the award may be decided by the drawing of lots.

FORM OF BID
CLOSING TIME:

ON

BID NO.

VALIDITY: **180 DAYS**

NAME OF BIDDER:

.....
.....

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

Manufacturer, type and model

Country of manufacture

Is the offer strictly to specification? YES / NO

If not to specification, state deviations

Contract period excluding guarantee period

Is the price quoted fixed? YES / NO

Is the delivery and installation period fixed? YES / NO

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

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

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

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

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

What is the approximate value of spares carried in stock in the Republic of South Africa for the equipment offered? R.....
Furnish full particulars (separately if necessary) of the arrangements which can be made by you for the efficient servicing/maintenance of the supplies/services locally

In respect of supplies to be specially imported, indicate -

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

(ii) The name and address of the person or company to whom payment is to be made abroad

(iii) The amount in foreign currency to be paid by you abroad (See **Volume 1B**, paragraph 2.16.15.1)

(iv) What ruling rate of exchange (at date of Bid) was applied in the conversion of this amount to South African currency (See Volume 1B, paragraph 2.16.15.1 and what was the date when this rate applied)

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

Rate of Exchange Variation

Installation Contract:

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

Option and CVO:

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

Support Contract

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

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

The Contractor shall, within 14 fourteen days of receipt of the contract (or if an export permit is required within 14 [fourteen] days after receipt of such permit) or such extended period as agreed upon at the time, arrange exchange cover for the total exchange amount which cover may not exceed the contractual term and shall be transferred abroad on a fixed term basis. Once the currency futures have been issued, the Company's finance division must be provided with a copy of such currency futures.

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

13. FORM OF UNDERTAKING TO BID

For the Attention of Supply Chain Management

Ms A Ngubane
ATNS Company Limited,
Private Bag X15,
Kempton Park, 1620,
South Africa
E-Mail: andyn@atns.co.za
(Date)

Dear Sirs,

(Bidder Name)

Undertaking to Bid

With reference to the Invitation To Bid dated (date), inviting us to Bid for the design, manufacture, fabrication, supply, transport, delivery to site, installation, testing and completion, preparation and delivery of all drawings and manuals, provision of spare parts, consumables and tools and management of all such matters, all in accordance with the Bid Documents for (Bid Name and

reference number) **(the “Works”)** for the Air Traffic and Navigation Services Company Ltd, we (Bidder’s *Name*), hereby confirm our intention to Bid for the Works.

For the purpose of this Bid our point of contact is as follows:

- Name:
- Designation:
- Tel No:
- Fax No:
- Postal Address:

Yours faithfully,
For and on behalf of (*Bidder’s Name*) Witnessed by:

Name : [of Authorised Representative]	Name :
Title :	Title :

14. CONFIDENTIALITY AGREEMENT

For the Attention: Procurement

Ms Andy Ngubane
ATNS Company Limited,
Private Bag X15,
Kempton Park, 1620
South Africa
E-Mail: andyn@atns.co.za
(Date)

Dear Sirs

(Bid Name)

Agreement on Confidentiality of Bid Document

We, (*Bidder's Name*) , hereby agree to keep all the information contained in the Bid Document (Ref No.) confidential and not to disclose any information contained therein to any third party for any purpose other than for the preparation of the Bid.

We undertake to obtain from all third parties, to which the Bid Document or a portion of the Bid Document shall be disclosed for the purpose of obtaining a bid for part of the Works, a corresponding Confidentiality Agreement not to disclose any information therein as we have agreed.

We acknowledge and agree that the Bid Document shall remain the Company's property and has been given to us solely for the purpose of preparing and submitting a Bid.

We further agree to return the whole of the Bid Document and all copies made therefrom to the Company in the event that we have decided not to submit a Bid or having submitted our Bid, it has not been accepted or when the Company so requests for whatever reason for the return of the Bid Document.

Yours faithfully,
for and on behalf of [*Bidder's Name*] Witnessed by:

Name :
Title :

Name:
Title :

15. FORM OF QUESTIONNAIRE

Ref. No : (Reference No.)
Date :

For the Attention: Procurement

Ms Andy Ngubane
ATNS Company Limited,
Private Bag X15,
Kempton Park, 1620
South Africa
E-Mail: andyn@atns.co.za
(Date)

Dear Sirs

(Bid Name)

From : (*Name of Bidder, Consortium or Consortium Leader*)
(*Name of Responsible Person and Department*)

Fax No : (*Area code - Number*)

e-mail address: (**Procurement Officer as per the Bid advert**)

(*Reference of particular document of the RFT or Bid Document*)

(*Title of subject matter in question*)

No.	Paragraph No. in RFT or Bid Document	Questions

Questionnaire Submission No. _____

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

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

NB: Has the following forms been completed, signed and submitted with your proposal?

Documentation	Checked by Bidder	Checked by Procurement Specialist
Invitation to Bid-SBD1		
Valid Tax Compliance Status Pin		
Declaration Form – SBD 4		
Contract Form (rendering of services) – SBD 7.1		
Preference Claim form – SBD 6.1		
ATNS Form D		
ID Documents of Directors/Shareholders		
Company Registration Documents		
Company Profile		
Submitted One (1) original, two (2) hard copies and one (1) electronic copy USB) in PDF format.		

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
---	--

CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

16. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	17. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

TAX COMPLIANCE REQUIREMENTS

It is a condition of the bid that the taxes of the successful bidder must be in order or those satisfactory arrangements have been made with the Receiver of Revenue to meet his /her tax obligations.

In order to meet this requirement bidders are required to submit **tax compliance status and Pin** obtainable at SARS nationally or online by the bidder.

1. SARS will then furnish the bidder with a Tax Compliance Report and a Pin that will be valid for a period of 1 (one) year from date of approval.
2. The Tax Compliance Status report and Pin must be submitted together with the bid. Failure to submit the Pin will result in the invalidation of the bid.
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate Tax Compliance Status report and Pin.
4. Copies of the Tax Compliance Status can be obtained at any SARS branch office nationally or on the website www.sars.gov.za.
5. Applications for the Tax Compliance Status may also be made via eFiling. In order to use this provision, tax payers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. In the case of foreign recommended bidders, with neither South African tax obligation nor history of doing business in South Africa, the foreign recommended bidder's completed SBD 1 must be submitted to the South African Revenue Service to issue the Confirmation of Tax Obligations letter.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

2.2

Do you,

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
1.1 Bidding documents, viz
1.1.1 Invitation to bid;
1.1.2 Tax pin ;
1.1.3 Pricing schedule(s);
1.1.4 Filled in task directive/proposal;
1.1.5 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
1.1.6 Declaration of interest;
1.1.7 Declaration of bidder's past SCM practices;
1.1.8 Certificate of Independent Bid Determination;
1.2 General Conditions of Contract (Volume 1 B); and
1.3 Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid
5. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES
1.....
2.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

<p>WITNESSES</p> <p>1.....</p> <p>2.....</p> <p>DATE.....</p>
--

<p>OFFICIAL STAMP</p>

SBD 6.1

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

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

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

- 1. GENERAL CONDITIONS
 - 1.1. The following preference point systems are applicable to all bids:
 - 1.1.1. The 80/20 system for requirements with a Rand value of up to **R50 000 000** (all applicable taxes included); and
 - 1.1.2. The 90/10 system for requirements with a Rand value above R50 000 001 (all applicable taxes included).
 - 1.2. The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.
 - 1.3. Preference points for this bid shall be awarded for “Price” and “B-BBEE Status Level of Contribution”.
 - 1.3.1. The maximum points for this bid are allocated as follows:
POINTS
 - 1.3.1.1. PRICE.....
 - 1.3.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION.....
Total points for Price and B-BBEE must not exceed 100
 - 1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or original affidavit certified by commissioner of oath together

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

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

2. DEFINITIONS

- 2.1. "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic, 2000 (Act No. 5 of 2000);
- 2.6. "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10. "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working

or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.11. “non-firm prices” means all prices other than “firm” prices;
- 2.12. “person” includes a juristic person;
- 2.13. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15. “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-

Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

- 2.16. "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17. "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

- 4.1. THE 80/20
- 4.2.

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

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

Where

Ps=Points scored for comparative price of bid under consideration

Pt=Comparative price of bid under consideration

Pmin=Comparative price of lowest acceptable bid

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

- 5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the

person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub- contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1. B-BBEE Status Level of Contribution:.....=(maximum of 10 or 20points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a

Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1. Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

8.1.1. If yes, indicate:

8.1.1.1. what percentage of the contract will be subcontracted?

.....%

8.1.1.2. the name of the sub-contractor?

.....

8.1.1.3. the B-BBEE status level of the sub-contractor?

.....

8.1.1.4. whether the sub-contractor is an EME? YES/NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1. Name of Company/Firm:

9.2. VAT Registration Number:

9.3. Company Registration Number:

9.4. Type of the Company/Firm [Tick applicable box]

<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

9.5. Describe Principle Business Activities

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

9.6. Company Classification [Tick applicable box]

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

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

.....

9.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

9.8.1. The information furnished is true and correct;

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

9.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

9.8.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

9.8.4.1. disqualify the person from the bidding process;

9.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

1.1

9.8.4.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

9.8.4.4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state

for a period not exceeding 10 years, after the audialterampartem (hear the other side) rule has been applied; and

9.8.4.5. forward the matter for criminal prosecution

WITNESSES:

1.....

2.....

.....

SIGNATURE(S) OF BIDDER(S)

ADDRESS:.....
.....
.....
.....

DATE:

ATNS FORM D

DISCLOSURE OF GROUP/COMPANY STRUCTURE

1. In view of possible allegations of favouritism, it is required by ATNS that the bidder or his/her authorised representative declare the group structures if any and submit information of group directors / members / shareholders / trustees or subsidiary companies and positions held in the group /companies.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

3. **The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, must be indicated in paragraph 3.1 below.**

16. PROTECTION OF PERSONAL INFORMATION

16.1 The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.

16.2 The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.

16.3 Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:

16.3.1 process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;

16.3.2 without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –

16.3.2.1 the unauthorised or unlawful processing of such Personal Information; and

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

17. POPIA CONSENT

- 17.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
- 17.1.1 The information is voluntarily supplied, without undue influence from any party; and
- 17.1.2 The information is necessary for the purposes of the engagement with ATNS.
- 17.2 The tenderer acknowledges that he /she is aware of his/her right to:

-
- 17.2.1 Access the information at any reasonable time for the purposes of rectification thereof;
 - 17.2.2 Object to the processing of the information;
 - Lodge a complaint with the Information Regulator

END