

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD



APPOINTMENT OF EXPERIENCED SERVICE PROVIDER FOR THE IMPLEMENTATION AND DEPLOYMENT OF THE INTEGRATED FAST TIME AND ATC PLAYBACK SOLUTION WITH SUPPORT AND MAINTENANCE AND LICENSING FOR A PERIOD OF FIVE (5) YEARS

RFP REFERENCE NUMBER:	ATNS/RFP022/2022/23/ Integrated fast time and ATC playback Solution
CLOSING DATE:	19 July 2022 Closing date extended to 19 August 2022
CLOSING TIME:	12:00 (no late responses will be accepted)
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) 4. Latest CSD report
BID VALIDITY PERIOD:	180 days (commencing from Bid closing date)
DESCRIPTION:	APPOINTMENT OF EXPERIENCED SERVICE PROVIDER FOR THE IMPLEMENTATION AND DEPLOYMENT OF THE INTEGRATED FAST TIME AND ATC PLAYBACK SOLUTION WITH SUPPORT AND MAINTENANCE AND LICENSING FOR A PERIOD OF 5 YEARS
DEPOSITED IN THE BID BOX SITUATED AT: OR SUBMITTED ONLINE VIA A LINK TO BE SHARED: SEND AN EMAIL TO tenders@atns.co.za	ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298 OR Should a bidder require to submit their documents online, they must send an email to mailto: 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 14 July 2022 at 16h00
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 CLEARANCE CERTIFICATE/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	6
1.1	Background and Introduction	6
1.2	Purpose of the Bid.....	9
1.3	Acquisition strategy	9
2.0	GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS	10
2.1	Correspondence during Bid Period.....	10
2.2	Failure to Adhere to Instructions	11
3.0	BID SUBMISSION CONDITIONS AND INSTRUCTIONS	11
3.1	FRAUD AND CORRUPTION	12
3.2	BRIEFING SESSION.....	12
3.3	CLARIFICATIONS/ QUERIES	12
3.4	SUBMITTING BIDS.....	12
3.5	SUBMISSION OF BID:.....	13
3.6	LATE BIDS.....	13
3.7	NEGOTIATION AND CONTRACTING	13
3.8	ACCESS TO INFORMATION	14
3.9	REASONS FOR REJECTION.....	14
3.10	PAYMENTS.....	14
3.11	CANCELLATION OF PROCUREMENT PROCESS	14
4.0	CONTRACT TERMS	14
5.0	DISCLAIMER	15
6.0	SCOPE OF WORK	16
7.0	EVALUATION PROCESS	16
7.1	COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA.....	16
7.2	FUNCTIONALITY, PRICE AND PREFERENCE POINTS.....	16
7.3	PREFERENTIAL PROCUREMENT REFORM:	18
	THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 PERTAINING TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2003.	18
7.4	Bid Response Evaluation.....	19
7.5	CRITERIA FOR CONTRACTS AWARD.....	46
7.5.1.	Preferential Procurement (PP) Requirements.....	46
7.5.2.	Criteria for breaking deadlock in scoring	46
8.0	FORM OF BID	47
9.0	FORM OF UNDERTAKING TO BID	49
10.0	CONFIDENTIALITY AGREEMENT	51
11.0	FORM OF QUESTIONNAIRE	52
	SBD1 55	
	PART A	55
	INVITATION TO BID	55
	PART B	57
	SBD Forms	55-77
	ATNS FORM D	78
	POPI ACT	80
	General Conditions of Contract	

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: 7.4.4.1; 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

ATNS (the Company) invites Bidders to tender for Appointment of Experienced Service Provider For The Implementation And Deployment Of The Integrated Fast Time And ATC Playback Solution With Support And Maintenance And Licensing For A Period of five (5) Years.

1.4.Acquisition strategy

The proposed acquisition strategy is to award to one supplier meeting the ATNS Preferential Procurement requirements for the entire scope of sourcing, implementation and support of the project. Suppliers that do not meet the Preferential Procurement requirements must partner with a local supplier that meets the requirements in the form of a joint venture.

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/RFP022/22/23 Fast time and playback Solution
Date: Day/Month/Year
To: ATNS Company Ltd
From: Name of Bidder

Subject: Fast time and playback solution

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 EVALUATION.

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

N/A

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 12:00 on the 14 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 and it will not be accepted.

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 12:00 on the 19 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 14 August 2022 at 12h00.**

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 **12:00** on the 19 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 bank 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. 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 supply, delivery, install, and support comprehensive software system that will assist ATNS to conduct gate-to-gate aircraft operations simulation and analysis for a period of five (5) years.

The deliverables of this solution shall include, as a minimum a system that is capable of performing, the following:

- Airport simulation;
- Airspace simulation;
- Traffic movement simulation;
- Real live data analysis;
- Historic radar data analysis;
- Generating simulation reports;
- Scenario analysis; and
- Importing and exporting data.
- End-user training
- Licensing, Support and Maintenance Contract

A transition plan that will ensure a seamless migration from the old software environment to the new software platform will be developed as part of the project. Training shall be provided to the end users taking into consideration operational risks.

7. EVALUATION PROCESS

7.1. COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

7.1.1 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.

7.2. FUNCTIONALITY, PRICE AND PREFERENCE POINTS

7.2.1 All remaining bids as per paragraph 7.1.1 will be evaluated as follows:

7.2.2 **The First stage**, bids will be evaluated first for Pre-Qualification Criteria (Preferential Procurement Requirements) prescribed in Preferential Procurement Regulations. Only bids that meet Preferential Procurement requirements will be considered for further evaluation.

7.2.3 **The Second stage**, Bids will be evaluated out of 50 points for functionality. Bids will be considered further if it achieves the minimum prescribed qualifying score for functionality. Bids that fail to achieve the minimum qualifying score for functionality will be disqualified for further evaluation. Qualifying bidders will be invited to demonstrate their solution and scored

for the demonstration out of 100. Bids that meet the minimum prescribed qualifying score for the demonstration will proceed to the Third stage of the evaluation.

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

- 7.2.4** **The Third stage**, bids will be evaluated in terms of the 80/20 preference point systems. **Only bids that achieve the minimum qualifying score/percentage for functionality will be evaluated in accordance with the 80/20 preference point system.**

7.3. PREFERENTIAL PROCUREMENT REFORM:

THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 PERTAINING TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2003

Black Economic Empowerment is one of the essential objectives of ATNS. In accordance with government policy, ATNS insists that the Bidders demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, (SMME Development) etc.

In accordance with the Preferential Procurement Policy Framework Act (PPPFA) and the Code of Good Practice of the Republic of South Africa, this Bid will be adjudicated in terms of functionality and a scoring system for Price and B-BBEE using the 80/20 or 90/10 scoring system depending on the value of the lowest acceptable bid received. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof and or Original BEE affidavit certified by the commissioner of Oath, together with their Bid responses, to substantiate their BBBEE rating claims. Failure to submit a valid B-BBEE certificate will result in the Bidder not qualifying for preferential points.

In addition, the Preferential Procurement (PP) requirements as per the ATNS Procurement Policy which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. ***In 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 BBBEE 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.

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

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

All responsive Bid offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. **The 80/20 Preference Point System shall be applicable in accordance with**

THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 PERTAINING TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2003:

Bidders that fail to meet any pre-qualifying criteria stipulated above will be disqualified and will not be evaluated further

A functional threshold has been set at **85%** for this Bid and only Bidders who obtain 85% and above will be evaluated further in terms of Price and B-BBEE.

7.4. Bid Response Evaluation

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

7.4.1 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.

7.4.2 Mandatory Requirements

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

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>		

7.4.3 Second Stage: Technical Evaluation

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. The Functionality Evaluation is sub-divided into the following steps:

7.4.1.1. Mandatory Technical Requirements.

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

7.4.1.2. Mandatory compliance

1. Mandatory Requirement	Comply / not Comply
The requirement for the software is that it shall simulate gate-to-gate operations that would include: a) Airport Simulations; b) Airspace Simulations; and c) Traffic Movement & Radar Data Analysis	
The bidder must provide system documentation (or working links or a brochure) that show how their solution allows an ATNS user to conduct an airport simulation, airspace simulation and traffic Movement & Radar Data Analysis.	

2. Mandatory Requirement	Comply / not Comply
The software shall incorporate a design platform or drawing tool that will enable a user to create or modify different simulation elements like airports, airspaces, etc.	
The bidder must provide screenshots with descriptions from their solution that shows the design platform or drawing tool that will enable ATNS users to create and modify different simulations. The screenshot with the applicable description must include as a minimum an airport design and an airspace design.	

3. Mandatory Requirement	Comply / not Comply
The software is required to perform scenario planning, airspace efficiency modelling and air traffic management.	
The bidder must provide screenshots with descriptions from their solution that shows how an ATNS user will perform scenario planning, airspace efficiency modelling and air traffic management.	

4. Mandatory Requirement	Comply / not Comply
The software shall, by default, incorporate designs of all airports in South Africa and the African continent. The geographical coordinates of these airports shall be as published in the Aeronautical Charts of each country.	
The bidder must show designs of at least 5 airports, of which 2 should be South African airports as well as the coordinates of all submitted airports.	

5. Mandatory Requirement	Comply / not Comply
The software shall be as far as possible commercially off the shelf. This means that the software required will not have to be developed, however, it should be already operational and in use. Should any development work be required this should not exceed 20% of the total production of the solution.	
Bidders to provide evidence that the solution is in operation and ready to use. Should any alterations/development/configurations be required bidder must provide project plan which will include scope and duration of the development work. .	

6. Mandatory Requirement	Comply / not Comply
The software shall incorporate an interactive graphical user interface (GUI). All functionalities shall be performed from the GUI. No programming experience shall be required to operate the application.	
The bidder must provide a series of screenshots with descriptions from their solution that shows how an interactive graphical user interface (GUI).	

7. Mandatory Requirement	Comply / not Comply
The bidder must have proven previous experience in implementing an Integrated Fast Time and ATC Playback Solution.	
The bidder must provide at least three (3) contactable references where they have successfully implemented and supported a similar project. The references must be on the previous clients' letterhead.	
The details supplied by the service provider must contain as a minimum the following: <ul style="list-style-type: none"> • Name of Project • A high-level description of project delivered (Must include Airport and Airspace Simulation) • Date awarded • The location where the project was implemented • Name of client • Contact Details (ATNS will randomly select the reference that will be contacted) 	

7.4.4.1 **Compliance to live demonstration** (Relative Weight, 100%)

The Bidder's compliance to the Technical Specifications, shall be evaluated using a scoring method defined as follows:

Compliance Statement	Not Compliant	Fully Compliant
Score	0	Full points on offer

The Functional Evaluation criteria is stated below:

Bidder will not score points if the supporting documents or adequate evidence are not provided

The scoring below will be done through the **live demonstration** and functionality of the system and bidders will be expected to meet minimum threshold of 85% and the bidder will be disqualified if the set threshold is not met.

SPECIFICATION	Weight	Score	
A. SYSTEM FUNCTIONS AND PERFORMANCE REQUIREMENTS			70
For the requirements below, the bidder shall provide a live demonstration. The demonstration must show in detail how the system works and how they comply with each requirement. The demonstration must address the functionality in the order provided below.			
1. INTEGRATED FAST TIME SIMULATION AND ATC PLAYBACK SYSTEM REQUIREMENTS	5		
1.1. The required software shall further generate reports for simulations. Bidder to demonstrate sample reports. The solution must allow an ATNS user to generate a report in dashboard or excel format	1		C – 1 NC - 0
1.2. The software shall have persistent data storage for storing and retrieving various simulation or software elements. This storage should not be affected by closing the program or switching off the power to any supporting system. Bidder to demonstrate the persistent data storage used.	1		C – 1 NC - 0
1.3. The software shall include a function to display the following: <ul style="list-style-type: none"> • airport, • waypoint, • heat map, • route and • trajectory densities. All these shall appear on the workspace correctly as per the geographical coordinate system. All requirements met and all evidence provided [1 None or some of the requirements met - [0] 0.2 for every conversion available	1		C – 1 NC - 0
1.4. The software shall have the capability to save multiple workspaces.	0,5		C – 0.5 NC - 0
1.5. The software shall allow the function of writing of rules in the software to manipulate the display of surveillance tracks when certain actions happen in the ATC sectors.	0.5		C – 0.5 NC - 0
1.6. The software shall provide the ability to record a simulation video in both 2D and 3D such that a visual report can be produced for analyses.	0,5		C – 0.5 NC - 0
1.7. The software shall have the ability to filter surveillance tracks	0,5		C – 0.5 NC - 0
2. FUNCTIONAL AND TECHNICAL SPECIFICATIONS	3,5		

<p>2.1.</p> <ul style="list-style-type: none"> a) The software shall be have external data conversion capabilities to translate geographical and navigational data from various formats into the tool and vice versa. Below are the various data formats but not limited to Aeronautical Information Exchange Model (AIXM) data b) Aeronautical Radio Incorporated (ARINC424) data (data related to airports, waypoints, sectors routes and runways) c) Maps (the system should have a background map and options to load different map files: Bing Maps, Open Street map, etc) d) Shape files (.shp) e) Drawing Exchange format (DXF) f) Base of Aircraft Data (BADA) g) Satellite images h) ICAO flight plan format i) Weather data j) Comma Separated Values (CSV) k) Keyhole Mark-up Language (KML). l) Environmental data (for analyses of fuel burn, CO2, noise etc.) m) Statistical data n) Text o) Keyhole Markup Language (KMZ) p) Official Airline Guide Database (OAG), q) Polygon Models Format (POL), r) National Oceanic and Atmospheric Administration Global Forecast System (NOAA GFS Wind), s) ICAO 4444 Flight Plan Data, t) Schedule information in ACF format <p>0.1 for every data format available</p> <p>2.1.1. After conversion, all file information shall not be distorted or corrupt</p> <p>Requirement met =1 NC-0</p>	3		C – 3 NC - 0
<p>2.2. The system shall have the capability to incorporate the flight information exchange model (FIXM) as it develops and support digital aeronautical information. Bidder to provide FIXM compliance and implementation details.</p>	0,5		C– 0.5 NC - 0
<p>3. AIRPORT SIMULATION</p>	10		
<p>3.1. Layout Design</p>	5		

<p>3.1.1. The following components, as a minimum, shall be available for incorporation into an airport layout design:</p> <ul style="list-style-type: none"> a. Terminal/s. b. Parking bays. c. Taxiways. d. Runways. e. Aprons. f. Hangers. g. Building Structures. h. Weather. i. CNS facilities; and j. Aerodrome surfaces (transitional, inner horizontal, conical, outer horizontal). <p>0.2 for every airport layout design</p>	2		C – 2 NC - 0
<p>3.1.2. The software shall provide the capability to modify an airport’s layout design (e.g., new runway, terminal relocation, etc.). It shall be possible to save, and discard modifications made to any airport layout design.</p>	1		C – 1 NC - 0
<p>3.1.3. The terrain model shall be incorporated in the airport design, thus providing warnings if objects is placed below ground level.</p>	0,5		C– 0.5 NC - 0
<p>3.1.4. Geographical accuracy with respect to co-ordinates and co-ordinate conversions. A designed airport layout shall be mapped to a geographical location. Bidder to provide the coordinate conversion accuracy of their application.</p>	0,5		C– 0.5 NC - 0
<p>3.1.5. Default designs of airports shall always be available to a user. Therefore, if modifications are made to these designs, the user shall be required to save the modified designs under a different name in the software.</p> <p>Bidder must demonstrate saving modified designed under different names.</p>	1		C– 1 NC - 0
<p>3.2. Operations Simulation</p>	5		

<p>3.2.1. The software shall be capable of simulating the following airport operations, at minimum:</p> <ul style="list-style-type: none"> a) Push back and Taxing; b) Holding; c) Air Traffic Controller (ATC) pilot communication; d) Take-off and Landing; e) Visual Flight Rules (VFR). <p>0.2 for every airport operation</p>	1		C- 1 NC - 0
<p>3.2.2. The software shall be capable of performing aerodrome sector capacity and demand analysis. This functionality shall consider either the user defined or published TMA sector capacity.</p>	0,5		C- 0.5 NC - 0
<p>3.2.3. The software shall be capable of analysing the effect of the following:</p> <ul style="list-style-type: none"> a) Push back paths; b) Taxiways and their turning points; c) Taxiway speeds; d) Holding areas and aerodrome standoff positions; and e) Runway capacity and crossing restrictions. <p>0.2 for every applicable item</p>	1		C- 1 NC - 0
<p>3.2.4. The software shall be capable of analysing the impact of new airport procedures (e.g., sectorisations, holding patterns, etc.)</p>	0,5		C- 0.5 NC - 0
<p>3.2.5. The software shall be capable of analysing the efficiency or deficiency of resources or effort sharing amongst aerodromes that are particularly close in range.</p>	0,5		C- 0.5 NC - 0
<p>3.2.6. The software shall be capable of clearly interpreting the consequence of failed or delayed communications between ATCs and pilots.</p>	0,5		C- 0.5 NC - 0
<p>3.2.7. The software shall be capable of simulating aircrafts lining-up and waiting on a runway.</p>	0,5		C- 0.5 NC - 0
<p>3.2.8. The software shall be capable of simulating an aircraft extending a downwind leg/portion of an arrival</p>	0,5		C- 0.5 NC - 0

procedure as defined or enabled by a user.			
4. AIRSPACE SIMULATION	7,5		
4.1. Airspace Design	3		
<p>4.1.1.The software shall have the capability to do airspace design. The standard components of the design shall include the following, as a minimum:</p> <ul style="list-style-type: none"> a) Air Traffic Control Sectors b) Way points. c) En-route holding areas or patterns. d) Air routes. e) Controlled and uncontrolled airspace. f) No-fly zones, Danger, Prohibited and Restricted Areas. g) Aerodrome Traffic Zones (ATZ) h) Control Zone (CTR) i) Terminal Manoeuvring Areas (TMA) including their holding patterns or circuits; and j) SIDs and STARs – both RNAV/RNP (radio Navigation / Required Navigation Performance) and conventional. <p>0.1 for every applicable design</p>	1		C- 1 NC - 0
<p>4.1.2.The software shall, by default, incorporate the design of the volume of airspace in South Africa and the African continent. The terrain model shall be incorporated in the airport design, thus providing warnings if objects is placed below ground level.</p>	1		C- 1 NC - 0
<p>4.1.3.The software shall have the capability to modify an airspace design (e.g., re-sectorization, freeing of restricted zones, etc.). It shall be possible to save and discard modifications made to any airspace design.</p>	1		C- 1 NC - 0
4.2. Operations	4,5		
<p>4.2.1.The software shall be capable of simulating the following airspace operations, at minimum:</p> <ul style="list-style-type: none"> a) Climb; b) Cruise; c) En-route holding; d) Approach; and e) Descent <p>0.2 for every airspace operation</p>	1		C- 1 NC - 0
	0,5		C- 0.5

4.2.2.The software shall be capable of simulating the concept of flexible use of airspace.			NC - 0
4.2.3.The software shall be capable of simulating the concept of collaborative decision making.	0,5		C- 0.5 NC - 0
4.2.4.The software shall be capable of performing airspace sector capacity and demand analysis.	0,5		C- 0.5 NC - 0
4.2.5.The software shall be capable of analysing the impact of air-routes.	0,5		C- 0.5 NC - 0
4.2.6.The software shall be capable of analysing the impact of new airspace sectorisation and airspace redesign.	0,5		C- 0.5 NC - 0
4.2.7.The software shall be capable of analysing the impact of new routes and revised en-route routing structures as relevant to a particular airspace.	0,5		C- 0.5 NC - 0
4.2.8.The software shall be capable of analysing the impact on traffic flows as a result of proposed airborne holding patterns.	0,5		C- 0.5 NC - 0
5. TRAFFIC MOVEMENT & RADAR DATA ANALYSIS	6,5		
5.1. Traffic Movement Scheduling	1		
5.1.1.The software shall include the capability to specify or plan a days' worth of traffic (flight plans), with various aircraft mixes.	1		C- 1 NC - 0
5.2. Operations	5,5		
5.2.1.The software shall be capable of analysing the impact of diversions or re-routing of flights.	1		C- 1 NC - 0
5.2.2. The software shall include graphical and dynamic replay and analysis of simulated and recorded historical traffic data.	1		C-1 NC - 0
5.2.3.The software shall be capable of analysing the effect of airspeed and wind vector on traffic.	1		C- 1 NC - 0
5.2.4.The software shall be capable of simulating the impact of all weather conditions on traffic.	1		C- 1 NC - 0
5.2.5.The software shall provide the capability to perform air traffic conflict detection.	0,5		C- 0.5 NC - 0

5.2.6.The software shall be capable of analysing air traffic flow	0,5		C- 0.5 NC - 0
5.2.7.The software shall have the capability to track trajectories of flights.	0,5		C- 0.5 NC - 0
6. CORE FUNCTIONS	21		
6.1. Scenario Planning	0,5		
6.1.1.The software shall be rule oriented. This means that a user shall be given a platform to set rules, boundaries, or restrictions for the simulation environment (e.g., minimum runway waiting period, maximum sector capacity, etc.).	0,5		C- 0.5 NC - 0
6.2. Minimum Calculations	0,5		
6.2.1.The software shall be capable of calculating the amount of carbon dioxide (CO2) emission for each simulated aircraft for all phases of flight. This calculation will assist in working out the carbon footprint for a particular ATM environment. a) calculating fuel usage and noise. b) calculating traffic delays, both ground and air. c) calculating runway occupancy times. d) calculating the amount of aircraft within a sector, aerodrome, and airspace. e) The software shall further calculate the number of aircraft taking off, cruising and landing. These quantities can be measured against an hour's worth of traffic. Bidders gets 0,1 for every applicable item.	0,5		C- 0.5 NC - 0
6.3. Controller Workload	0,5		
6.3.1.The software shall be capable of assessing and simulating ATC workload.	0,5		C- 0.5 NC - 0
6.4. Simulation Fundamentals	5		
6.4.1.All simulation objects shall be distinguishable. These objects shall include, at a minimum, the following: a) Aircraft. b) Air routes. c) Navaids and Waypoints. d) Airports. e) Flight trajectories. 0.1 for every applicable item	0,5		C- 0.5 NC - 0

6.4.2. Simulations shall be presented in 2D (Two Dimensional) plus time and 3D (Three Dimensional) plus time.	0,5		C- 0.5 NC - 0
6.4.3. It shall be possible to switch a simulation from 2D plus time environment to 3D plus time environment and vice versa without any glitches or stalls.	0,5		C- 0.5 NC - 0
6.4.4. A user shall be able to play (or start), pause, un-pause (or resume), stop (or terminate) and record (or save) a simulation.	0,5		C- 0.5 NC - 0
6.4.5. A user shall further be able to rewind and fast-forward a simulation.	0,5		C- 0.5 NC - 0
6.4.6. When a simulation is paused and resumed it shall commence from the point at which it was paused and retain all simulation configuration settings, states, and events.	0,5		C- 0.5 NC - 0
6.4.7. A user shall be able to set a simulation start time. The time format for all simulations shall be in hours, minutes, and seconds (HH:MM: SS). This time shall be displayed as the simulation progresses.	0,5		C- 0.5 NC - 0
6.4.8. The software shall allow for the variation of simulation speed. This functionality will be crucial for accommodating various ATM environments (simple versus complex).	0,5		C- 0.5 NC - 0
6.4.9. It shall be possible for a user to change simulation rules and scenarios during a simulation, e.g., introducing weather, runway closure, etc.	0,5		C- 0.5 NC - 0
			C- 0.5 NC - 0

6.4.10. Aircrafts can be identifiable within the simulation through a unique identification code or name.	0,5		
6.5. Air Traffic Flow Management	2		
6.5.1. The software shall be capable of performing air traffic flow management for all phases of flight.	1		C- 1 NC - 0
6.5.2. The software shall be capable of interpreting historic flight plans for use in a simulation.	0,5		C- 0.5 NC - 0
6.5.3. Simulated flights shall be sequenced in accordance with their flight plans and in consideration of set rules or planned scenarios.	0,5		C- 0.5 NC - 0
6.6. Analyses	3,5		
6.6.1. Create a project whereby all data files used to create that project like trajectory files, airspaces are noted in a project file and automatically opens/saves when such project is opened/saved.	0,5		C- 0.5 NC - 0
6.6.2. Import and Export aircraft characteristic and performance files.	0,5		C- 0.5 NC - 0
6.6.3. Incorporate a function to filter, edit and hide/unhide in table view: a) Flight plan data tables (i.e. Departure, Destination, aircraft type etc.) b) Waypoints c) Routes d) Trajectories (based on flight plan filtering and time) f) SID & STAR 0.1 for every applicable item	0,5		C- 0.5 NC - 0
6.6.4. Include a function that allows for rule-based filtering and editing. This shall provide all the functionality the user needs to create, assign and manage rule-based filters and custom styles for all layers.	0,5		C- 0.5 NC - 0
6.6.5. Scenario editing, simulation and reporting for airspace and airport environments through a single sophisticated interface that includes highly interactive 2D maps and 3D views.	0,5		C- 0.5 NC - 0
6.6.6. Include a measuring tool for distance in meters, nautical miles and decimal degrees	0,5		C- 0.5 NC - 0

6.6.7.Ability to customise display options e.g. changing route colours, highlighting of routes, airspace sectors, airport physical features etc.	0,5		C- 0.5 NC - 0
6.7. Reporting	3,5		
6.7.1.The software shall provide a report or alert on any breach in procedure or user defined rules in the following formats but not limited to: Excel, pdf etc	0,5		C- 0.5 NC - 0
6.7.2.The software shall have the capability to produce reports and shall have the capability to generate customized reports.	1		C- 1 NC - 0
6.7.3.The software shall provide a report on congestion as a result of traffic flow.	0,5		C- 0.5 NC - 0
6.7.4.The software shall provide a report on any savings (e.g. fuel saving) that is envisaged for a particular simulated ATM environment.	0,5		C- 0.5 NC - 0
6.7.5.The software shall have the capability to generate a report for every simulation. Any changes made in the middle of a simulation including their impact on the overall simulation as well as the time it took for the simulation to run shall be reported.	0,5		C- 0.5 NC - 0
6.7.6.The software shall incorporate a filtering function and the selection of parameters that will offer a user total control over the contents of a generated report	0,5		C- 0.5 NC - 0
6.8. Data integrity	4		
6.8.1.The software shall incorporate a diagnostic function that will check for errors, faults and flaws in simulation data, simulation environment and the software itself.	1		C- 1 NC - 0
6.8.2.The software shall incorporate a data recovery function that will ensure that in the event of a forced shut-down or unforeseen interruption, the software shall be capable of restoring the previous session of a user.	1		C- 1 NC - 0
6.8.3.Provide validity for all data features and associated attributes (date and validity of aeronautical information)	0,5		C- 0.5 NC - 0
6.8.4.The software shall provide for Metadata traceability of all data elements;	0,5		C- 0.5 NC - 0
6.8.5.The software shall prevent unauthorized access to the system and shall employ cyber security principals.	0,5		C- 0.5 NC - 0
6.8.6.The software shall support server licenses for multiple remote user access.	0,5		C- 0.5 NC - 0

6.9. Audit Trail	1,5		
6.9.1.The software shall provide a fully auditable data trail of all user transactions, administrative and configuration changes. The audit trail shall include a time stamp and User ID.	0,5		C- 0.5 NC - 0
6.9.2.The application shall be able to integrate with a SIEM solution for log collection and correlation.	0,5		C- 0.5 NC - 0
6.9.3.The system audit trail shall be temper-proof.	0,5		C- 0.5 NC - 0
7. SUPPORT FUNCTIONS	7,5		
7.1. Database	3		
7.1.1.The software shall incorporate a database that will include the following data as a minimum as per ICAO standards: a) Airports; b) Air routes; c) SIDs and STARS (RNAV/PBN and conventional); d) Way points and Nav aids; e) Airspaces. 0.2 for every applicable item	1		C-1 NC - 0
7.1.2.The database shall be updated with each Aeronautical Information Regulation and Control (AIRAC) release.	0,5		C- 0.5 NC - 0
7.1.3.The software shall incorporate an aircraft database that is correlated with the Base of Aircraft Data (BADA) database. This database will incorporate aircraft performance properties and characteristics.	0,5		C- 0.5 NC - 0
7.1.4.It shall be possible for a user to create their own database that they will use for storing and retrieving information pertaining to a simulation that they deem necessary.	0,5		C- 0.5 NC - 0
7.1.5.The software shall offer an option to password protect or encrypt a database.	0,5		C- 0.5 NC - 0
7.2. Graphic User Interface (GUI)	1,5		
7.2.1.The Software shall support and incorporate an interactive GUI (Graphic User Interface). This means that it shall allow a user to make selections, change parameters and have access to various components of the software.	0,5		C- 0.5 NC - 0
7.2.2.The Software shall offer options for a user to modify system settings and parameters of various software components.	0,5		C- 0.5 NC - 0

<p>7.2.3.The software shall allow a user to customize the simulation environment or software customizable elements as per their preference. a) The GUI shall provide short cuts to frequently used functions or It shall be possible for a user to set up some of the shortcuts to their frequently used functions. b) The GUI shall provide software functions guidance, or a help function that will aid a user's understanding of the software.</p> <p>0.25 for every applicable item</p>	0,5		C- 0.5 NC - 0
7.3. Maps	3		
<p>7.3.1.The software shall incorporate a digital terrain model (DTM) for all maps to be used for visualization purposes within simulations. This shall include the; a) South African and African map and the, b) Indian and Atlantic Oceanic airspace.</p> <p>0.5 for every applicable item</p>	1		C- 1 NC - 0
<p>7.3.2.The software shall relay information pertaining to simulations and simulate on maps to provide an imitation of the real-world view. Simulation information might include airports, airspaces, etc.</p>	1		C- 1 NC - 0
<p>7.3.3.The reference point for altitude shall be above mean sea level (MSL). However, if a different reference is used, a conversion platform shall be provided.</p>	0,5		C- 0.5 NC - 0
<p>7.3.4.The software shall use the WGS84 coordinate system as a minimum for mapping purposes.</p>	0,5		C- 0.5 NC - 0
8. USER AUTHORISATION	4		
8.1. User Authentication	3,5		
<p>8.1.1.Users must be authenticated against Microsoft Active Directory or authentication platform provided by the software.</p> <p>Bidders to provide product documentation that indicates the system is able to integrate with Microsoft AD or Azure AD and present screenshots supporting minimum password security standard.</p> <p>(2 for requirements met and 0 for NC)</p>	3,5		C- 3,5 NC - 0

<p>8.1.2.The system shall be configurable to log off users after specified periods of inactivity.</p> <p>Solution documentation shall indicate the maximum time for users to be inactive before the system logs them off.</p> <p>(1 for requirements met and 0 for NC)</p> <p>8.1.3.The system shall adhere to minimum password security standard detailed below:</p> <ul style="list-style-type: none"> • Minimum of 8 characters. • Password shall be made of upper case, lower case, numbers, and special characters • Lockout account after 3 unsuccessful login attempts <p>Shall not allow reuse of the last 10 passwords for each user</p> <p>Solution documentation shall indicate the passwords setting satisfying the requirement</p> <p>(0,5 for requirements met and 0 for NC)</p>			
<p>8.2. User Authorisation</p>	<p>0,5</p>		
<p>8.2.1.The following Role-Based Access Control (RBAC) model for user authorisation shall apply:</p> <p>a)System Administrator - The system administrator has full control of the system and can make system as well as configuration changes.</p> <p>b)Super User (if applicable) - The super user will have full access to all modules of the system and will be able to make configuration changes.</p> <p>c)Standard User - The standard users are users that have access to their area of responsibilities or the module on the system.</p> <p>Bidder's product manual shall indicate Role-Based Access model is applied</p>	<p>0,5</p>		<p>C- 0.5 NC - 0</p>
<p>9. SYSTEM SECURITY AND USER ACCESS</p>	<p>5</p>		
<p>9.1.1.A security module that allows for users to be granted access to the various modules of the system in accordance with their roles and functions should be a key feature of the system.</p> <p>The bidder must provide a screenshot /s that shows access denied to a user</p>	<p>1</p>		<p>C-1 NC - 0</p>

<p>accessing modules not assigned to their role(s)</p> <p>Or</p> <p>The bidder must provide a System Architecture diagram demonstrating how access control is implemented.</p>			
<p>9.1.2.The software shall have the ability to restrict users from unauthorized access by allowing only the authorized users with valid profile/password to access allowed transactions.</p> <p>The bidder must provide a screenshot /s that shows access denied to a user accessing modules not assigned to their role(s)</p> <p>Or</p> <p>The bidder must provide a System Architecture diagram demonstrating how access control is implemented</p>	0,5		C- 0.5 NC - 0
<p>9.1.3.The software shall be capable of keeping an audit trail of logins and login attempts through the logs.</p> <p>Bidder must provide screenshots of logins and login attempts records</p>	1		C- 1 NC - 0
<p>9.1.4.The application shall support SSL& digital certificates.</p> <p>Product documentation shall have an indication that the solution support SSL & digital certificates.</p>	0,5		C- 0.5 NC - 0
<p>9.1.5.The software shall have the ability to allow definition of rules for password composition and password encryption as per ATNS IT policy if AD integration is not available.</p> <p>Bidder shall present screenshots proving the solutions ability to integrate with AD or product documents shall provide details of how passwords are defined and encrypted if AD integration is not available</p>	0,5		C- 0.5 NC - 0
<p>9.1.6.The software shall have the ability to configure the number of permissible log-in attempts.</p> <p>Product documentation shall outline login attempts limits</p>	0,5		C- 0.5 NC - 0
<p>9.1.7.The database shall support role-based access control and, user-based privileges.</p>	0,5		C- 0.5 NC - 0

Product documentation shall outline RBAC and user privileges.			
9.1.8. The database shall support password management mechanisms such as passwords having expiry and for time bound password management rules if not integrated to an active directory. Product documentation shall outline password management mechanism supported by the solution.	0,5		C- 0.5 NC - 0

SPECIFICATION	Weight	Score	
TECHNICAL, PROJECT MANAGEMENT, LOGISTICS AND SUSTAINABILITY REQUIREMENTS			30
For the requirements below, the bidder shall provide evidence that meet the requirements			
10. Technology Platform	10		
10.1.Hardware	1,5		
10.1.1.The service provider shall describe the logical and physical characteristics of each interface between the software and the hardware components of the software. Product documentation shall include hardware specifications.	0,5		C- 0.5 NC - 0
10.1.2.The service provider shall provide a description of the hardware system requirements for the proposed software, this must include as a minimum processor type, memory size, available disk space and additional graphic card requirements if any, needed. Product documentation shall include hardware specifications.	0,5		C- 0.5 NC - 0
10.1.3.The service provider shall provide a list of devices supported by the proposed software. ATNS requires the software to be compatible with Android (hand-held), Microsoft (laptop/personal computer) and IOS (hand-held) devices. Product documentation shall include hardware specifications.	0,5		C- 0.5 NC - 0
10.2.Data	1,5		
10.2.1.The service provider shall provide database information required for optimal software performance. This must include the version of the database. Product documentation shall include software specifications.	0,5		C- 0.5 NC - 0
10.2.2.ATNS uses BI360 data warehouse, the service provider shall describe the software compatibility with the BI360 or the integration thereof. Product documentation shall include hardware specifications.	0,5		C- 0.5 NC - 0
10.2.3.The software shall support the following browsers: the latest version of MS Edge, latest version Google Chrome, Firefox Mozilla and Safari Product documentation shall include hardware specifications.	0,5		C- 0.5 NC - 0
10.3.Middleware	1,5		
10.3.1.The service provider shall describe the middleware used by the software, this must include as a minimum, - Database middleware, - Application server middleware, - Message-oriented middleware, - Web middleware, and	1.5		C- 1.5 NC - 0

- Transaction-processing monitors. Bidder shall present the software architecture in its product documentation			
10.4.Operating System	1,5		
10.4.1.The service provider shall describe the operating systems used by the software. The service provider shall be responsible for the provision and setting up of the Operating System Bidder shall present documentation with the description of the OS used by the solution.	1.5		C- 1.5 NC - 0
10.5.Virtualisation	1,5		
10.5.1.The software shall be compatible with VMWare. Bidder's product documentation shall indicate that the solution is compatible with VMWare.	1.5		C- 1.5 NC - 0
10.6.Storage	1,5		
10.6.1.The software provider shall describe the storage required by the proposed software. Product documentation shall include software specifications.	1.5		C- 1.5 NC - 0
10.7.Networking	1		
10.7.1.It is envisaged that the software shall be network based. The software should be web based.	0,5		C- 0.5 NC - 0
10.7.2.The software should support TCP/ IP, HTTP & HTTPS for all traffic between the user screens & the system. Product documentation shall include software specifications indicating that solution supports TCP/ IP, HTTP & HTTPS.	0,5		C- 0.5 NC - 0
B. LOGISTIC REQUIREMENTS	13		
1. Reliability, Availability and Maintainability (RAM)	4,5		
1.1. The service provider shall indicate the Reliability of the software (the ability to perform with correct, consistent results - such as mean-time-between-failure for software). The bidder must show an event log for the software for a period of three months and show the system failures or uptime for proof of reliability	1.5		C-1.5 NC - 0
1.2. Availability (the ability to be accessed and operated when needed). The bidder must show an event log for the software for a period of three months and show the system availability	1.5		C- 1.5 NC - 0

1.3. Maintainability (the ability to be easily serviced and repaired - such as mean-time-to-repair for software). The bidder must show an event where an incident was reported and how this incident was serviced and repaired.	1.5		C-1.5 NC - 0
2. Integrated Logistic Support Plan	2		
2.1. The service provider shall include software support that would be required to be included in the contract. such as bug fixes, software updates etc. Bidder shall provide a sample SLA with list of activities covered by the solution.	2		C- 2 NC - 0
3. Configuration Management Plan	1		
3.1. The service provider shall include software configuration management plan to be included in the contract. Bidder shall provide a sample Configuration management plan.	1		C- 1 NC - 0
4. Maintenance and Support	1		
4.1. The service provider shall include software maintenance and support that would be required to be included in the contract.	1		C-1 NC - 0
5. Installation and Transitioning	1		
5.1. The service provider shall include software installation and transitioning that would be required to be included in the contract. Bidder's product documentation shall outline how the installation and transitioning process will be undertaken.	1		C-1 NC - 0
6. Training	1		
6.1. The service provider shall include all user training requirements in the contract and shall meet the requirement that training shall be provided to ATNS staff to be able to use the tool to its full capacity.	1		C-1 NC - 0
7. Documentation	1		
7.1. The service provider shall include documentation in the English language that would be required to be included in the contract including but not limited to user guides, troubleshooting guides and training material as soft copies, in printable pdf format .	1		C-1 NC - 0
8. Warranty and PBU	1,5		
8.1. The service provider shall include software warranty and PBU that would be required to be included in the contract. Product documentation shall indicate that during the warranty, all System deficiencies/failures will be corrected at the Contractor's cost.	1,5		C-1,5 NC - 0
C. PROJECT MANAGEMENT REQUIREMENTS	7		

1. Project Management Plan	5		
<p>1.1. A Project Management Plan (PMP) for the project shall be developed in consultation with the ATNS project manager.</p> <p>The Project Management Plan shall include at least the following: [a] Project scope and overview; [b] Project deliverables and timelines; [c] Quality assurance activities shall be performed in the project; [d] Communication Management [e] Cost management.</p>	5		C-5 NC - 0
2. Quality Management	2		
2.1. A valid ISO (international Organization of Standardization) 9001:2015 or equivalent Quality Management System Certificate shall be provided	1		C-1 NC - 0
2.2 The Quality Assurance Plan shall identify the standards, practices to be applied and shall state how compliance with these items is to be monitored and assured. Bidder to provide template of quality assurance plan	1		C-1 NC - 0
Total	100%		
	Threshold 85%		

7.4.4.2 Bidders who obtain below 85%, under demonstration will be evaluated in terms of the **80/20** preference point system, where a maximum of **80** points are allocated for price and a maximum of 20 points are allocated in the respect of the level of B-BBEE Contribution of the bidder

7.4.4.3 Costing Template

Requirement	Once-off cost including VAT (Year 1)	Total annual cost for remaining years (2- 5) years including VAT. Include annual price escalation and foreign exchange variations, if any.			
		Year 1	Year 2	Year 3	Year 4
Total Implementation costs					
Support and Maintenance (provide break-down of costs for each year, with annual escalations included)					
Licensing Costs - 2					
Training Cost: <ul style="list-style-type: none"> • Training of Users: <ul style="list-style-type: none"> ○ System Administrator – 1 ○ Super User – 1 ○ Training to include User Manuals 					
Total Cost for a period of 5 years					

- **NB: PRICES MUST BE IN SOUTH AFRICAN RANDS AND FAILURE TO COMPLY WITH THE ABOVE COSTING TEMPLATE WILL LEAD TO DISQUALIFICATION OF YOUR RESPONSE**

7.4.4 Third Stage - Price/B-BBEE Evaluation

7.4.5.1 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

7.4.5.2 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.**

7.5.CRITERIA FOR CONTRACTS AWARD

Preferential Procurement (PP) Requirements

7.5.1.1. Subject to the instruction set out in clause (3.10.4), priority shall be given to Bidders who meet Order of Preference criteria. In particular, preference shall be given to EME or QSE as illustrated in clause (6.4.2.3).

Criteria for breaking deadlock in scoring

7.5.1.2. 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.

7.5.1.3. 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.

7.5.1.4. 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
----------	----------	-------------	---

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:

8. FORM OF UNDERTAKING TO BID

For the Attention of Supply Chain Management

Ms

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 :

9. 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 : _____ Name: _____
Title : _____ Title : _____

10. 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 of interest – SBD 4		
Preference point claim – SBD 6.1		
Contract Form (rendering of services) – SBD 7.1		
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]					

11. 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]	12. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
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

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:

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 number

.....dated.....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

OFFICIAL STAMP

WITNESSES

1.....

2.....

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.**

3.1 Full details of Group / directors / trustees / members / shareholders.

Name of Group / Company / Trust	Full Name and Surname	Identity Number	Personal Reference Number	Tax

3 DECLARATION

I, THE UNDERSIGNED (NAME).....

Declare that the information furnished in paragraphs two (2) and three (3) above is correct. I accept that ATNS may reject the bid or act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....
Signature Date

.....
Position Name of bidder

1 PROTECTION OF PERSONAL INFORMATION

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

prevent –

- 1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and
- 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
- 1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of obligations or warranties.

1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.

1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.

1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

1. POPIA CONSENT

1.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:

1.1.1 The information is voluntarily supplied, without undue influence from any party;
and

1.1.2 The information is necessary for the purposes of the engagement with ATNS.

1.2 The tenderer acknowledges that he /she is aware of his/her right to:

1.2.1 Access the information at any reasonable time for the purposes of
rectification thereof;

1.2.2 Object to the processing of the information;
Lodge a complaint with the Information Regulator

END