

## **INVITATION TO BID**

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



**REQUEST FOR PROPOSALS: ATNS/FACT/RFP03/04/2026/27/HVAC\_SSS -  
Gen\_2020\_386**

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY,  
INSTALLATION, AND COMMISSIONING OF THE REPLACEMENT HEATING,  
VENTILATION, AND AIR-CONDITIONING (HVAC) SYSTEM AT THE SYSTEM SUPPORT  
SUITE (SSS) BUILDING, CAPE TOWN INTERNATIONAL AIRPORT (FACT).**

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

**JUNE 2026**

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

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<b>REFERENCE NUMBER</b>	<b>ATNS/FACT/RFP03/04/2026/27/HVAC_SSS - Gen_2020_386</b>
<b>DESCRIPTION</b>	The appointment of a service provider for the supply, delivery, installation, and commissioning of the replacement Heating, Ventilation, and Air-Conditioning (HVAC) system at the System Support Suite (SSS) Building, Cape Town International Airport (FACT).
<b>ISSUE DATE</b>	27 June 2026
<b>CLOSING DATE</b>	29 July 2026
<b>CLOSING TIME</b>	11h00 Central African Time (CAT)
<b>COMPULSORY BRIEFING SESSION</b>	<b>Date:</b> 09 July 2026
	<b>Time:</b> 12h00
	<b>Platform:</b> Microsoft Teams <b>Meeting ID:</b> 322 819 462 732 689 <b>Passcode:</b> 3HU6mx9C
<b>BID SUBMISSION - PHYSICAL</b>	<b>Location:</b> ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298
<b>BID SUBMISSION - ONLINE</b>	<b>Submission Process:</b>
	All bid submissions must be made via the National Treasury <b>e-Submission (e-Tender) system</b>
	- <b>Note:</b> Requests after the deadline will not be processed

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## BIDDER DECLARATION AND STRUCTURE CLARIFICATION FORM

### NOTE TO BIDDERS:

Submissions from all prospective bidders must clearly specify their respective bidding structure by marking the relevant section with an 'X' below. Bidders must also indicate whether the primary bidding entity (main bidder) is the Original Equipment Manufacturer (OEM), an Authorised Distributor/Reseller, or Other, and provide supporting documentation accordingly.

### A. Bidding Structure Type

(Mark one with an 'X')

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

### B. Primary Bidder: Tender Submission Structure

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

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

### C. Bidder Details

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

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

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

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

## D. Details of Joint Venture / Consortium Members

(Only complete if applicable – add more rows as needed)

### **Bidding partner/member 1:**

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

### **Bidding partner/member 2:**

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

## **IMPORTANT NOTICE**

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

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

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

## SECTION A: INTRODUCTION AND SCOPE OF WORK

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### 1. Introduction

#### About ATNS

The Air Traffic and Navigation Services (ATNS) Company of South Africa provides air traffic management, communication, surveillance, navigation, and related services, including training. ATNS manages **10% of the world's airspace** and employs over **1,100 staff** to ensure **safe, efficient, and orderly** air traffic services across **21 aerodromes** in South Africa, including OR Tambo, Cape Town, and King Shaka International Airports. In the broader African region, ATNS supports aeronautical satellite communication (VSAT networks) across **33 states**, connecting the continent from **Cape to Cairo** and extending to the Middle East.






#### ATNS Vision:

To be the leading provider of air traffic management solutions and associated services across Africa and select international markets.

#### ATNS Mission:

To provide safe, expeditious, and efficient air traffic management solutions, while ensuring economic, social, and environmental sustainability.

#### ATNS values include:

-  **Safety and Customer Centricity:** Prioritising customer needs and ensuring that safety is non-negotiable
-  **Accountability:** Holding ourselves and others accountable for our actions
-  **Agility:** Ensuring that we are flexible and adaptable to change
-  **Diversity:** Embracing inclusion, equality and social differences
-  **Integrity:** Following a moral and incorruptible corporate code




#### ATNS Business Environment

ATNS is a **State-Owned Company (SOC)**, established in 1993 under the **ATNS Company Act (Act 45 of 1993)** to provide air traffic services aligned with **ICAO** standards and **South African Civil Aviation Regulations**. As a **commercialised air navigation service provider (ANSP)**, ATNS operates on a **“user-pays” principle**, relying on revenues and debt funding to cover operational and capital expenses.



## **Regulated Business Activities**

**ATNS regulated activities contribute 90% of its revenue. Key offerings include:**

-  **Air navigation services:** Planning, operating, and maintaining airspace infrastructure such as communication, navigation, and surveillance (CNS) systems.
-  **Air traffic service charges:** Governed by the Economic Regulating Committee (RC), ATNS sets service tariffs and maintains service standards under a five-year permission structure.
-  **Training:** The ATNS Aviation Training Academy (ATA) provides internationally accredited air traffic services and technical training, earning recognition as IATA's Top Regional Training Partner in 2012 and 2013.

## **Non-Regulated Business Activities:**

- ATNS non-regulated operations contribute **10% of revenue** and focus on **regional expansion** through a subsidiary, **ATNS International**. This platform enables ATNS to explore **joint ventures and partnerships**, enhancing market opportunities and regional influence.
- For more details, visit: [www.atns.com](http://www.atns.com)

## **2. Purpose of the Bid**

### **2.1. Project Overview**

- 2.1.1. ATNS seeks to appoint a service provider for the Replacement of the Heating, Ventilation and Air-Conditioning (HVAC) System, Including Supply, Delivery, Installation and Commissioning, at the System Support Suite (SSS) Building at Cape Town International Airport (FACT)

### **2.2. Scope of the project includes**

#### **2.2.1. Site Establishment**

- (a) The Contractor shall erect a secure perimeter fence around the Contractor's yard at the allocated area.
- (b) The Contractor shall install gates and access control systems to regulate entry and exit to the Contractor's yard.
- (c) The Contractor shall affix visible signage at the entrance gate of the Contractor's yard which shall show required PPE signage, A sign showing that this is a Construction site, hazard warnings and procedures or safety instructions to follow upon entering the Contractor's yard. Signage to comply to the latest version of the Construction Regulations and General Safety Regulations of the OHS Act no 85 of 1993.
- (d) The Contractor shall provide a mobile container office, set up portable toilets (2 for males and 2 for females) and handwashing stations, mobile container for use during lunch breaks by the Contractor's employees or sub-Contractors. Ensure all temporary structures are compliant with South African building codes and safety regulations.
- (e) The Contractor shall establish connections for temporary water supply, electricity, and telecommunications. The Contractor shall be liable for payment of such utilities if provided on site by the Employer or the Employer's tenant. In the event these cannot be provided by the Employer. The Contractor shall provide his own utilities.
- (f) The Contractor shall ensure regular cleaning and maintenance of sanitation facilities. Portable toilets shall be drained at least once a week.
- (g) The Contractor shall set up a designated areas for waste segregation and disposal.
- (h) The Contractor shall ensure regular removal and disposal of waste in compliance with the latest Environmental regulations.
- (i) The Contractor shall designate and prepare areas for the storage of materials, items removed or dismantled from the warehouse, tools, and equipment.
- (j) The Contractor shall provide covered storage for sensitive materials to protect them from the elements.

- (k) The Contractor shall provide, position, maintain and keep readily accessible fire extinguishers and other fire-fighting equipment at suitable and clearly marked strategic locations throughout the Works, in compliance with the Occupational Health and Safety Act, 1993, the Environmental Regulations for Workplaces, and, where applicable, SANS 10400-T read with SANS 1910, SANS 1475-1 and SANS 10105-1. All such equipment shall be appropriate to the fire risks present and maintained in a serviceable condition for the full duration of the Works.
- (l) The Contractor shall establish a fire assembly point and conduct regular fire drills.
- (m) The Contractor shall set up a first aid station with necessary medical supplies.
- (n) The Contractor shall provide secure storage for tools and equipment.
- (o) The Contractor shall implement a tool check-in/check-out system to keep track of equipment usage.
- (p) The Contractor shall develop a site evacuation map and place it conspicuously in the Contractor's yard for employees to see with ease.

### **2.2.2. General**

- (a) The Contractor shall develop and implement a safety plan and baseline risk assessment by a construction health and safety Agent (CHSA) or Construction Health and Safety Manager (CHSM) registered with the SACPCMP (South African Council for the Project and Construction Management Professions).
- (b) If Regulation 3(1) of the Construction Regulations, 2025 is triggered, the Contractor shall be responsible for preparing, coordinating and submitting the application for the construction work permit, on behalf of the Client, to the Provincial Director, including all required supporting documentation, so that the application is lodged at least 30 (thirty) days before the planned commencement of the Works. The Contractor shall monitor and expedite the application process and shall ensure that no construction work to which Regulation 3(1) applies is commenced before the construction work permit and site-specific number have been issued.
- (c) The Contractor shall appoint a suitable site manager with the necessary training and experience to oversee the daily project operations and to ensure compliance with the Occupational Health and Safety Act and associated Regulations in line with section 8 and 9 of the Occupational Health and Safety Act no 85 of 1993. The site manager shall not have less than a trade test as a refrigeration mechanic. A national diploma in mechanical engineering or higher shall also be acceptable.
- (d) The Contractor shall appoint a safety officer with the necessary safety qualifications to ensure safety precautions and measures in the baseline risk assessment are always followed.

- (e) The Contractor shall appoint a suitable qualified and experienced rigger who will prepare a rigging plan, workshop it with all workers involved in the dismantling works and direct all rigging work.
- (f) The Contractor shall appoint a suitably qualified mechanical engineer (BENG/BSC/BTECH Mechanical registered with the SACPCMP as a PrCPM, to interpret the design requirements, provide technical direction for the supply, installation and commissioning works, and fulfil the project management role on behalf of the Contractor. Such person shall be named in the Contract as the Contractor's representative and shall liaise directly with the Client/Employer and/or its Agents.
- (g) The Contractor shall appoint a suitably qualified refrigeration mechanic registered with SAQCC Safety under the category of GAS to ensure that the refrigeration piping complies with the relevant requirements of the Pressure Equipment Regulations.
- (h) The Contractor shall appoint a suitably qualified controls engineer (BENG/BSC Electronics/Electrical Light Current with PRENG) to guide and lead the controls scope of work.
- (i) The Contractor shall ensure all workers are trained and equipped with necessary PPE.
- (j) The Contractor shall implement a permit to work system to ensure that all types of works are permitted and that the Employer or its tenant are aware of the works which will be carried out each and every day. A risk assessment shall be conducted for all the work prior and all workers shall be appraised of the precautionary measures in a daily toolbox meeting.
- (k) The Contractor shall provide all equipment and tools required for dismantling works. This includes but not limited to mobile cranes, scaffold, skyjack, cherry pickers. Rope suspension by qualified and experienced personnel are permitted for personnel working at heights. All personnel working at heights other than on the building floors, shall be supplied with safety harnesses which are compliant with SANS or International codes.

### **2.2.3 Demolition, removal and preparation**

- (a) The Contractor shall isolate all power sources and lock out.
- (b) The Contractor shall disconnect and remove all power cabling to existing CRAC units, indoor units and fans.
- (c) The Contractor shall decommission and safely remove the existing HVAC equipment, ductwork, piping, insulation, supports, and associated components without compromising business continuity. The Contractor shall sequence and execute the

Works so that, for the full duration of the project, the server room remains served by no less than 2 (two) operational blow-down units and the UPS room remains served by not less than 1 (one) operational air-conditioning unit at all times.

- (d) The Contractor shall dispose of removed materials in compliance with environmental and site regulations.
- (e) The Contractor shall make good on all ceilings, walls, floor grilles that may be damaged during dismantling and installation works.

#### **2.2.4 Supply & Installation of Air-conditioning equipment**

- (a) The Contractor shall coordinate with the CRAC (Computer Room Air Conditioner) unit supplier regarding the provision of fresh air intake and the operating conditions and limitations applicable thereto.
- (b) The Contractor shall supply, deliver, install and commission the three (3) CRAC units including their outdoor condenser units according to the specification provided herein and per drawing.
- (c) The Contractor shall make amendments to the flooring where required to accommodate the new CRAC units.
- (d) The Contractor shall ensure that, prior to practical completion, the OEM (Original Equipment Manufacturer), or its authorised agent, inspects the installation and issues a written report confirming that the installation complies with the OEM's installation requirements and guidelines, and that all applicable product warranties remain valid, effective and enforceable and have not been prejudiced by the installation.
- (e) The Contractor shall clean the existing under flooring.
- (f) The Contractor shall supply and replace all floor grilles with new in the server and simulation rooms.
- (g) The Contractor shall supply replace the non-functional 1Kw floor heaters with new in the simulation room.
- (h) The Contractor shall supply and install the fresh-air fan serving the CRAC units (FAN-FA-04) in accordance with the drawings and specifications. The scope shall include supply and install of all wall-mounted fan support accessories, galvanised circular ducting, duct accessories, and manual control dampers on each fresh-air branch duct serving the CRAC units. All associated electrical works and all required interfacing with the existing fire detection system shall be included in the Contractor's scope.
- (i) The Contractor shall install necessary supports, brackets, structural steelwork, civil penetrations, firestopping, and sealing materials.
- (j) The Contractor shall supply and install the air-conditioning units in the pilot room according to specifications contained herein.

- (k) The Contractor shall supply and install the fresh-air fan (FAN-FA-01) for the pilot room according to specifications contained in the design drawing. The Contractor shall also supply and install all wall-mounted fan support accessories, galvanised circular ducting, duct accessories, and manual control dampers on each fresh-air branch duct serving the air-conditioning units. All associated electrical works and all required interfacing with the existing fire detection system shall be included in the Contractor's scope.
- (l) The Contractor shall supply and install all ducting, constant volume swirl air terminals, flexible ducting, manual spigot dampers, refrigerant piping, charge refrigerant, return and fresh air plenum boxes, Isolators for indoor units in the pilot room as well as outdoor units including support brackets.
- (m) The Contractor shall supply and install extraction fan FAN-EX-02 according to specifications on the design drawings including ducting, spigot dampers, disc valves, flexible ducting and supply and installation of ablution door grilles (350mmx350mm) minimum. The contractor shall supply all electrical supplies and perform the electrical works associated with the fan including interface to the existing fire detection.
- (n) The Contractor shall supply and install the rest room cassette unit including its dedicated fresh air fan FAN-FA-02, ducting, fire damper, electrical supplies and works and interfacing to the fire detection. The specifications are included herein and in the design drawings.
- (o) The Contractor shall supply and install the boardroom air-conditioning unit according to the specifications contained herein and on the design drawings. Associated refrigerant piping, refrigerant charge, fresh air fan FAN-FA-03 shall also be supplied and installed with associated galvanised support brackets, ducting, fire damper, electrical supplies and works, and interfacing to fire detection.
- (p) The Contractor shall supply and install the UPS room 1 and room 2 air-conditioning units, electrical supplies and works, interfacing to fire detection, refrigerant piping and refrigerant charge.
- (q) The Contractor shall provide 1 year warranty maintenance post practical completion.
- (r) The HVAC system shall support a design life of at least 15 years.

### **2.2.5 Control and Instrumentation Scope**

- (a) The Contractor shall supply and install an indoor temperature and humidity sensor in the server room complete with power supply.
- (b) The Contractor shall supply and install an indoor temperature, CO2, Volatile Organic Compound, Particulate matter, formaldehyde and humidity sensor in the pilot room complete with power supply.

- (c) The Contractor shall supply and install an indoor temperature, CO2, Volatile Organic Compound, Particulate matter, formaldehyde and humidity sensor in the boardroom complete with power supply.
- (d) The Contractor shall supply and install an indoor temperature, CO2, Volatile Organic Compound, Particulate matter, formaldehyde and humidity sensor in the simulation room complete with power supply.
- (e) The Contractor shall Supply and install an indoor temperature and humidity sensor in the UPS room1 and room 2 complete with power supply.
- (f) The Contractor shall supply and install a PLC complete with I/O modules and power supply to aggregate all sensor device and air-conditioning equipment data.
- (g) The Contractor shall supply and install an IOT gate way that supports WIFI and 5g.
- (h) The Contractor shall supply, install and commission a SCADA server and monitor (65 inch) mounted in the maintenance office.
- (i) The Contractor shall supply and install a suitable SCADA package for access locally and via web.
- (j) The Contractor shall configure a cloud database and route indoor conditions, alarms and power metering to the continuous database on cloud.
- (k) The Contractor shall configure a rest API to deliver API payload to an Android APP.
- (l) The Contractor shall develop native android app using Kotlin and jetpack compose. The app shall use retrofit or equivalent for API calls, have a repository, an App module, use HILT dependency injection, Room database for offline access of indoor conditions, use viewModels, workers and schedulers for fetching data, auth module using google firebase, DTOs, Mappers, data models and use coroutines. The app shall use MVVM architecture and shall be designed for tablet and phone use.
- (m) The Contractor shall supply and install all cabling, cable trays and control panels.
- (n) The Contractor shall supply and install fresh air sensors for the CRAC units, pilot room, kitchen and boardroom complete with power supply.
- (o) The Contractor shall supply and install extraction sensors complete with power supply.
- (p) The Contractor shall integrate the SCADA into the Client's IT environment if applicable.
- (q) The Contractor shall ensure that all control system communications are implemented using Modbus TCP/IP.

### **2.2.6 Testing, Commissioning & Performance Verification**

- (a) The Contractor shall perform pre-commissioning checks, balancing, calibration, alignment, and functional tests of HVAC subsystems.
- (b) The Contractor shall execute the full commissioning per the design team's commissioning plan: control logic, sequences, fault testing, alarm handling, redundancy, failure scenarios.
- (c) The Contractor shall demonstrate compliance with performance and guarantee criteria (temperature control, humidity, airflow, energy use, reliability).
- (d) The Contractor shall provide On the Job Training (OJT) for client's maintenance/operations staff on system operation, troubleshooting, maintenance, and fault diagnostics.

### **2.2.7 Documentation, Handover & Warranty**

- (a) The Contractor shall provide complete "as built" drawings, control logic diagrams, wiring diagrams, schematics, instrumentation data sheets, and software configurations.
- (b) The Contractor shall submit operation & maintenance (O&M) manuals, recommended spare parts, maintenance schedules, and preventive maintenance programs.
- (c) The Contractor shall provide warranties (equipment, labor, performance) as per contract.
- (d) The Contractor shall attend to defects arising during the defects liability / warranty period and rectify them.

### **2.2.8 Project Management, Quality & Site Responsibilities**

- (a) Provide skilled workforce, supervision, quality assurance / quality control (QA/QC), testing documentation, method statements, risk assessments, and hold point submissions.
- (b) Coordinate with airport operations, safety, security, other contractors, and [SM1.1] design consultant to minimize disruptions.
- (c) Submit and maintain a construction programme, progress reports, site meeting minutes, and coordinate inspections.
- (d) Comply with all health & safety, environmental, and regulatory site requirements, including permits, site rules, access controls and approvals.
- (e) Maintain site cleanliness, protection of finishes, and temporary services (lighting, power, water, etc.) as required.

### 2.2.9 Exclusions

- (a) Structural engineering works beyond minor supports / modifications unless explicitly included
- (b) Fire engineering design except for HVAC interface
- (c) Major civil works beyond HVAC penetrations
- (d) Systems or components outside the HVAC / control scope
- (e) Regulatory approvals (unless explicitly assigned)
- (f) Utility provisioning beyond direct HVAC interfaces

## 2.3. Applicable Standards, Codes & Regulations

- 2.3.1. The Contractor shall execute all works in strict compliance with relevant national, international, and industry standards, including but not limited to:

Standard / Code	Scope / Relevance
SANS 10400 (National Building Regulations series)	General Building Regulations, including Part XA (Energy Usage in Buildings) for thermal insulation and building energy performance
SANS 204: Energy Efficiency in Buildings	Performance requirements, energy demand limits, and design criteria for HVAC services in South Africa
SANS 10147	HVAC / air conditioning standard applicable to South Africa (design, installation, safety)
SANS 347 / PER (Pressure Equipment Regulations)	Requirements for refrigeration and refrigerant system conformity, certification, and inspection
ASHRAE Standards / Guidelines	International best practices for HVAC design, indoor air quality, system performance, sequences, controls, and testing
ISO / EN / International Standards (if referenced by design)	Any ISO / EN standards called out by the design team (e.g. EN 12101 for smoke control)
Local Municipal Codes & Airport Authority Standards	Any additional local building, fire, HVAC, mechanical, electrical, health & safety, or airport operational codes that apply on site
Contract Specification & OEM Standards	Manufacturer's specifications, equipment codes, warranties, and contract specified performance criteria

- 2.3.2. In case of conflict between standards or codes, the more stringent requirement shall prevail unless directed otherwise by the Employer or design authority.

## 2.4. HVAC Equipment Specifications

- 2.4.1. The specifications are based on design calculations and contractors will provide product specifications to achieve the design intent.

## 2.4.2. Equipment Room CRAC units' specifications

(a) The refined specifications for the CRAC units in the equipment room are as follows:

Parameter	Value
Model Type	Hiross or similar
Total number of units	3
Duty cycle	2 duty, 1 standby
Minimum total net cooling capacity	41.24 kW
Compressor circuits per unit	2
Compressor Type	Inverter Scroll
Compressor Modulation	90%
Minimum Compressor COP	4
External Static Pressure (ESP)	100 Pa
Airflow Configuration	Downflow up
Relative Humidity range	35% to 70%
Power Supply (V-ph-Hz)	400 V - 3 phase - 50 Hz
Refrigerant	R32
Unit fan quantity	2
Room Fan modulation range	80% to 90%
Max Sound Pressure (dB-A)	70
Maximum height (mm)	2000
Maximum depth (mm)	900
Maximum width (mm)	1800
Maximum net unit weight	700 kg
Air flow rate, Min (m <sup>3</sup> /hr)	15 367
Number of condenser units	2
Condenser cooling method	Air-cooled
Minimum airflow per condenser unit, Min (m <sup>3</sup> /hr)	16 500
Max condenser unit weight	90 kg
Corrosion coating on condenser units	Yes
Integration with BMS via Modbus or BACnet Protocols	Yes
Essential Power	Yes
Humidity and Temperature Monitoring	Yes
Temperature & Humidity Sensor Redundancy	Yes
Hot Aisle Containment	Yes
Interface to Fire Detection	Yes
Fresh Air Supply	Yes
Condensate Drain Pump and Piping	Yes

### 2.4.3. UPS Room Unit Specifications

The refined specifications for the UPS room units are as follows:

Parameter	Value
Model Type	LG or similar
Indoor Model Number	ARNU48GV2A4 or Similar
Outdoor Model Number	ARUN120LSS5 or Similar
Unit Type	Under Ceiling Split
Outdoor Unit Fitted with Inverter	Yes
Power Supply (V-ph-Hz)	220-240 V, 1 phase, 50 Hz
Cooling Capacity per Unit	14 kW
Minimum Heating Capacity	15 kW
Capacity Control Range (Modulation)	40 % - 100 %
Maximum Sound Pressure Level	60 dB(A)
Refrigerant	R32
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes
Number of Units per UPS Room	2
Duty Cycle	1 duty, 1 standby
Corrosion Coating on Outdoor Unit	Yes
Essential Power	Yes
Humidity and Temperature Monitoring	Yes
Temperature & Humidity Sensor Redundancy	Yes
Interface to Fire Detection	Yes
Drain Pan & Condensate Drain Piping	Yes
Temperature-Locked & Wall Mounted Controller with Interface Module	Yes
Locked Temperature Setpoint	18 °C

### 2.4.4. Boardroom Unit Specifications

The refined specification for the boardroom unit is as follows:

Parameter	Value
Model Type	LG or similar
Indoor Model Number	UM48 N34 or similar
Outdoor Model Number	UU48W U32 or similar
Unit Type	Hideaway ducted unit
Outdoor Unit Fitted with Inverter	Yes
Power Supply (V-ph-Hz)	220-240 V, 1 phase, 50 Hz
Cooling Capacity per Unit	15.4 kW
Minimum Heating Capacity	18.2 kW
Capacity Control Range (Modulation)	40 % – 100 %
Maximum Sound Pressure Level	40 dB(A)
Refrigerant	R32
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes

Parameter	Value
Duty Cycle	1 duty, no standby unit
Wall Mounted Controller with Interface Module	Yes

#### 2.4.5. Rest Room Unit Specifications

The refined specification for the rest room

Parameter	Value
Model Type	LG or similar
Indoor Model Number	ARNU48GTAB4 Cassette or similar
Outdoor Model Number	ARUB060GSS4 Multi V S or similar
Unit Type	Hideaway ducted unit
Outdoor Unit Fitted with Inverter	Yes
Power Supply (V-ph-Hz)	220-240 V, 3 phase, 50 Hz
Cooling Capacity per Unit	14 kW
Minimum Heating Capacity	15 kW
Capacity Control Range (Modulation)	40 % – 100 %
Maximum Sound Pressure Level	60 dB(A)
Refrigerant	R32
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes
Duty Cycle	1 duty, no standby unit
Wall Mounted Controller with Interface Module	Yes
Interface to Fire Detection	Yes

#### 2.4.6. Pilot Room Unit Specifications

The pilot room unit specifications have been refined as follows:

Parameter	Value
Model Type	LG or similar
Indoor Model Number	UM48 N34 or similar
Outdoor Model Number	UU48W U32 or similar
Unit Type	Hideaway ducted unit
Number of Units	2
Outdoor Unit Fitted with Inverter	Yes
Power Supply per Unit (V-ph-Hz)	220-240 V, 3 phase, 50 Hz
Cooling Capacity per Unit	14 kW
Minimum Heating Capacity	15 kW
Capacity Control Range (Modulation)	40 % – 100 %
Maximum Sound Pressure Level	60 dB(A)
Refrigerant	R32
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes
Duty Cycle	2 duty with 50 % modulation
Independent Temperature Control	Yes
Essential Power	Yes

Parameter	Value
Humidity & Temperature Monitoring	Yes
Temperature & Humidity Sensor Redundancy	Yes
Interface to Fire Detection	Yes
Fresh Air Supply	Yes
Condensate Drain Pump & Piping	Yes
Locked Temperature Setpoint	20 °C

#### **2.4.7. Simulation Room Unit Specifications**

- (a) Simulation room specifications remain unchanged. The simulation room currently obtains conditioned air from the CRAC units in the equipment room via floor grilles. There are 27 air terminals each with a maximum of 200 litres/second. Four of these air terminals supply cooling air to the simulation computers. ATNS has expressed a view to maintain comfort cooling in the Simulation Room via the same CRAC units and maintain the similar configuration. The implication of this is, the CRAC units will need to be supplied with fresh air to meet the requirements of SANS 10400 Part O. The volume of air required is 792 m<sup>3</sup>/hr.
- (b) Floor heaters will be replaced with similar 1kw heaters. This will be the only way the simulator room temperature may be altered.

#### **2.4.8. Ducting and Accessories Specifications**

- (a) The ducting specifications are indicated on the HVAC layout drawing in SSS-HVAC-LYT-001.

#### **2.4.9. Fresh Air fan Specification**

- (a) Fresh air fan specifications are indicated on the HVAC Layout drawing in SSS-HVAC-LYT-001.

#### **2.4.10. Ablution and kitchen Extraction fan specifications**

- (a) The ablution and kitchen extraction fan specifications are indicated on the SSS HVAC layout drawing in SSS-HVAC-LYT-001.

## 2.4.11. Controls and monitoring

### (a) Zones and connected equipment

The schedule of zones and connected equipment is as follows:

Location	Equipment	Quantity	Control / Monitoring Points
Equipment Room	Hiross CRAC Units	3	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensors	2	Temperature, Humidity
	Fresh Air Fan	1	Start/Stop, Status
Simulation Room	T & H Sensors	2	Temperature, Humidity
Pilot Room	Hideaway Ducted Units	2	Start/Stop, Temperature Setpoint, Alarms, Status
	Fresh Air Fan	1	Start/Stop, Status
	T & H Sensor	1	Temperature, Humidity
Kitchen	Cassette Unit	1	Start/Stop, Temperature Setpoint, Alarms, Status
	Extraction Fan	1	Start/Stop, Status
	Fresh Air Fan	1	Start/Stop, Status
Boardroom	Hideaway Unit	1	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensor	1	Temperature, Humidity
	Fresh Air Fan	1	Start/Stop, Status
UPS Room 1	Suspended Ceiling Units	2	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensors	2	Temperature, Humidity
UPS Room 2	Suspended Ceiling Units	2	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensors	2	Temperature, Humidity

### (b) Components List

#### Edge Computing Equipment

##### i) Edge Computing Equipment

- 1) WAGO BMS Native Controllers (with support for BACnet/IP and Modbus TCP/IP)
- 2) IoT Edge Gateway for cloud data transmission (support for MQTT)
- 3) BACnet/IP and Modbus Controllers: WAGO 750-831 PLC (or equivalent) and Modbus RTU Interface for Hiross CRAC units and fans

##### i) Sensors

Temperature and Humidity Sensors:

- 1) Vaisala HMP7 (or equivalent)
- 2) Communication Protocol: Modbus RTU or BACnet MS/TP

##### i) Indoor Unit Interface

#### BACnet Interface Modules:

- 1) For Hiross CRAC units: Hiross BACnet/IP Interface Module
  - 2) For Ducted Units and Fans: Siemens BACnet Gateway (e.g., Siemens G120 or similar)
- i) Gateways

#### BACnet/IP to Modbus TCP Gateway:

- 1) HMS Anybus Communicator
- 2) IoT Edge Gateway:
- 3) Siemens IOT2050 (or equivalent) – supports MQTT, REST API

#### (c) Communication Protocols

The communication protocols are shown in the table below.

Component	Protocol	Connectivity
Hiross CRAC Units	BACnet/IP	Ethernet
Ducted Units	Modbus RTU (RS485)	Serial
T & H Sensors	Modbus RTU or BACnet MS/TP	Serial
Fans	Modbus RTU or BACnet MS/TP	Serial
Cloud Interface	MQTT or HTTPS	TCP/IP
IoT Edge Gateway	MQTT	TCP/IP
Android App Interface	REST API	HTTPS

#### (d) Cabling types

The cabling types are shown in the table below.

Equipment	Cable Type	Maximum Distance
Hiross CRAC Units (BACnet)	Cat6 Ethernet	100 m
Modbus RTU Devices	Shielded Twisted Pair (RS485)	1200 m
BACnet MS/TP Sensors	Shielded Twisted Pair (RS485)	1200 m
IoT Gateway to Cloud	Cat6 Ethernet	100 m

(e) Minimum Engineering Station Specifications

The engineering station specifications are shown in the table below. Contractor can propose alternative equivalent specifications.

Specification	Minimum Requirement
Processor	Intel i7 (or higher)
RAM	16 GB (or higher)
Storage	1 TB SSD
Graphics	Integrated or dedicated GPU
OS	Windows 10/11 Pro
Ports	Ethernet, USB 3.0
Software	WACO BMS Software, BACnet Explorer, Modbus Tools

(f) VPN Requirements

The VPN requirements are shown below.

- i) VPN Type: L2TP/IPSec or OpenVPN
- ii) Encryption: AES-256
- iii) Authentication: Certificate-based + Multi-Factor Authentication (MFA)
- iv) Firewall Whitelisting: Only allow access to BMS server IP over VPN

(g) IT Firewall Requirements

The IT firewall requirements are shown below.

**Cisco ASA or Fortinet FG60E**

Allow:

- i) BACnet/IP (port 47808)
- ii) Modbus TCP/IP (port 502)
- iii) MQTT (port 1883)
- iv) HTTPS (port 443)

Block:

- i) All incoming connections except VPN and BMS-related ports

(h) Cloud Server Requirements

The cloud server requirements are shown below.

- i) **Cloud Platform:** AWS EC2 (or Azure VM)
- ii) **OS:** Linux Ubuntu 22.04
- iii) **Data Logging:** InfluxDB or TimescaleDB (for time-series data)
- iv) **API Exposure:** Node.js (Express) or Python (Flask) to expose REST API
- v) **Authentication:** OAuth2 with JWT Tokens

(i) Android application Requirements

The android application requirements are shown below.

**App Design**

- i) Language: Kotlin

- ii) Data Source: REST API over HTTPS
- iii) Functionalities:
  - 1) Display Temperature and Humidity values for each room
  - 2) Alarm Notification for high/low thresholds
  - 3) Start/Stop control for HVAC units and fans
  - 4) Secure login using OAuth2
- iv) UI Components:
  - 1) Room overview screen
  - 2) Detailed view of each room

- (j) Networking and IP Allocation  
The networking and IP allocation requirements are shown below.

Device	IP Type	IP Address Range
WACO Controllers	Static	192.168.1.100 – 192.168.1.120
Sensors	Static	192.168.1.121 – 192.168.1.140
IoT Gateway	Static	192.168.1.141
Engineering Station	Static	192.168.1.142
Firewall	Static	192.168.1.1
Cloud Server	Static (Public IP)	AWS Elastic IP

- (k) Alarming and Logging requirements  
The alarming and logging requirements are shown below.

- i) Alarms:
  - 1) High/Low Temperature Threshold
  - 2) High/Low Humidity Threshold
  - 3) CRAC Unit Failure
  - 4) Fan Failure
- ii) Logging:
  - 1) Temperature/Humidity sampled every 30 seconds
  - 2) Data stored in Cloud Database
  - 3) Retention Period: 12 months

## 2.5. Project management requirements

### 2.5.1. General

The Contractor shall be fully responsible for project management, quality assurance, site coordination and compliance with all operational and regulatory requirements.

#### **2.5.2. Workforce, quality and documentation**

The Contractor shall:

- (a) Provide a suitably skilled and competent workforce
- (b) Provide adequate supervision for all site activities
- (c) Implement quality assurance and quality control (QA/QC) systems
- (d) Prepare and submit method statements for all critical activities
- (e) Prepare and submit risk assessments for all construction activities
- (f) Maintain testing and inspection documentation
- (g) Submit hold point notifications for Employer approval where required

#### **2.5.3. Coordination and stakeholder management**

The Contractor shall:

- (a) Coordinate all works with airport operations to avoid disruptions
- (b) Coordinate with safety and security departments
- (c) Coordinate with other contractors working on site
- (d) Liaise with the appointed design consultant for technical alignment
- (e) Plan works to minimise operational and passenger impact

#### **2.5.4. Programme, reporting and inspections**

The Contractor shall:

- (a) Develop and maintain a detailed construction programme
- (b) Update the programme regularly in line with progress
- (c) Submit regular progress reports to the Employer
- (d) Prepare and circulate site meeting minutes
- (e) Coordinate and schedule inspections with the Employer and relevant authorities
- (f) Track and close out inspection findings

#### **2.5.5. Health, safety, environmental and regulatory compliance**

The Contractor shall:

- (a) Comply with all health and safety requirements in terms of applicable legislation
- (b) Comply with environmental requirements and controls
- (c) Comply with all site-specific rules and regulations
- (d) Obtain and maintain all required permits and approvals

- (e) Ensure compliance with access control procedures (airside and landside where applicable)
- (f) Ensure all personnel are inducted and authorised to work on site

#### **2.5.6. Site management and temporary works**

The Contractor shall:

- (a) Maintain site cleanliness and good housekeeping at all times
- (b) Protect existing finishes, equipment and infrastructure
- (c) Provide temporary services as required, including:
  - i) Temporary lighting
  - ii) Temporary power supply
  - iii) Temporary water supply
    - 1) Ensure safe and orderly site conditions throughout the project
    - 2) Remove waste and dispose of it in accordance with environmental requirements

#### **2.5.7. Project status reports**

- (a) Reporting frequency

The Contractor shall submit Project Status Reports on a monthly basis.

- (b) Content of reports

Each report shall include:

- i) Summary of work completed
- ii) Progress against programme
- iii) Key milestones achieved
- iv) Planned activities
- v) Risk and issue updates
- vi) Health and safety performance
- vii) Quality performance
- viii) Financial status

#### **2.5.8. Project schedule**

- (a) Programme requirements

The Contractor shall develop a detailed Project Schedule in accordance with NEC3.

- (b) Programme content

The programme shall include:

- i) All project activities
- ii) Critical path

- iii) Procurement timelines
- iv) Installation sequence
- v) Commissioning activities

#### **2.5.9. Project and technical review meetings**

The Contractor shall:

- (a) Meeting requirements
- (b) Attend project meetings
- (c) Prepare meeting agendas
- (d) Issue minutes within 48 hours
- (e) Track action items

#### **2.5.10. Installation management plan**

The Contractor shall prepare an Installation Management Plan including:

- (a) Installation methodology
- (b) Site logistics
- (c) Lifting procedures
- (d) Shutdown planning
- (e) Coordination with existing services

#### **2.5.11. Resource allocation plan**

The Contractor shall prepare a Resource Allocation Plan including:

- (a) Personnel
- (b) Equipment
- (c) Subcontractors

#### **2.5.12. Testing, evaluation, acceptance and commissioning**

The Contractor shall:

- (a) Perform FAT and SAT
- (b) Conduct performance testing
- (c) Commission HVAC systems

#### **2.5.13. Risk management**

The Contractor shall:

- (a) Develop and maintain a risk register
- (b) Identify and mitigate risks
- (c) Report risks regularly

#### **2.5.14. Quality assurance**

The Contractor shall:

- (a) Implement a quality management system
- (b) Develop inspection and test plans
- (c) Conduct inspections and audits
- (d) Rectify defects

#### **2.5.15. Deliverables summary**

The Contractor shall provide:

- (a) Project Management Plan
- (b) Construction Programme
- (c) Progress Reports
- (d) Installation Management Plan
- (e) Risk Register
- (f) QA/QC Documentation
- (g) Commissioning Reports
- (h) As-built Drawings
- (i) O&M Manuals

### **2.6. Project safety management requirements**

#### **2.6.1. General**

- (a) Scope - The Contractor shall be fully responsible for the planning, implementation and management of all health and safety requirements for the duration of the project.
- (b) Applicable legislation and standards. The Contractor shall comply with:
  - i) Occupational Health and Safety Act (Act 85 of 1993)
  - ii) Construction Regulations, 2014
  - iii) Applicable SANS standards
  - iv) ATNS safety policies and procedures
  - v) Any other applicable statutory and regulatory requirements

#### **2.6.2. Safety management system**

- (a) Safety plan - The Contractor shall develop and submit a Project Health and Safety Plan prior to commencement of any site activities. The Safety Plan shall include:
  - i) Project-specific safety objectives
  - ii) Site-specific hazards and risk controls
  - iii) Emergency procedures

- iv) Incident management procedures
  - v) Safety roles and responsibilities
- (b) Safety file. The Contractor shall establish and maintain a Health and Safety File on site, which shall include:
- i) Approved Health and Safety Plan
  - ii) Risk assessments and method statements
  - iii) Proof of competency and training records
  - iv) Medical fitness certificates
  - v) Incident and inspection records
  - vi) Statutory compliance documentation

#### **2.6.3. Legal appointments and competency**

- (a) Appointments. The Contractor shall make all required legal appointments in terms of the OHS Act and Construction Regulations, including:
- i) Construction Manager
  - ii) Construction Supervisor(s)
  - iii) Safety Officer
  - iv) First Aiders
  - v) Fire Fighters
- (b) Competency requirements

The Contractor shall ensure that:

- i) All personnel are competent and trained for their tasks
- ii) All operators of plant and equipment are certified
- iii) All personnel have valid medical fitness certificates

#### **2.6.4. Hazard identification and risk management**

- (a) Risk assessments

The Contractor shall conduct detailed risk assessments for all activities, including:

- i) HVAC equipment installation
- ii) Working at heights
- iii) Lifting operations
- iv) Electrical work
- v) Confined space entry (if applicable)

- (b) Method statements

Safe work method statements shall be developed and approved prior to execution of high-risk activities.

- (c) Continuous risk monitoring

The Contractor shall:

- i) Review risks regularly
- ii) Update risk assessments as conditions change
- iii) Implement corrective actions where required

#### **2.6.5. Permit-to-work system**

##### **(a) Permit requirements**

The Contractor shall comply with all permit-to-work requirements applicable to the site, including:

- i) Hot work permits
  - ii) Electrical isolation permits
  - iii) Confined space entry permits
  - iv) Working at heights permits
- (b) Permit compliance**
- i) No work shall commence without the required approved permits in place.

#### **2.6.6. Site access and induction**

##### **(a) Site induction**

All personnel shall:

- i) Undergo site-specific airside safety induction
- ii) Be briefed on emergency procedures
- iii) Be familiar with site hazards and controls
- iv) Complete all required ACSA training prior to applying for access permits

##### **(b) Access control and ACSA Permits**

The Contractor shall ensure:

- i) Only authorised personnel access the site
- ii) Compliance with airport security requirements
- iii) Valid access permits are maintained at all times

##### **(c) ACSA security permit requirements**

The following shall apply with respect to access (security) permits:

- i) Access (security) permits are issued exclusively by Airports Company South Africa (ACSA)
- ii) Air Traffic and Navigation Services (ATNS) has no control over the issuing of access permits

- iii) No personnel or vehicles shall be allowed access to site without valid ACSA-issued permits
  
- (d) Mandatory ACSA training requirements
  - i) Prior to applying for an access permit, each individual shall complete the following mandatory training:
    - 1) ACSA Security Awareness Training
    - 2) ACSA General Safety Awareness Training
    - 3) ACSA Airside Induction Training (where airside access is required)
  - The Contractor shall ensure that:
    - i) Training is scheduled through the ACSA training platform (ACSALearn.co.za or approved equivalent)
    - ii) All training is completed successfully prior to permit application
    - iii) Upfront payment is made for training before access to the training platform is granted
  
- (e) Permit application process

Upon completion of all required training:

  - i) The Contractor shall submit permit applications to the ACSA permit office
  - ii) Proof of completed training shall form part of the permit application
  - iii) All required documentation shall be completed accurately
  - iv) Payment for permits shall be made upon collection at the permit office
  
- (f) Vehicle permits

Where required:

  - i) The Contractor shall apply for vehicle permits concurrently with personnel permits
  - ii) Vehicle permit applications shall be submitted to the ACSA permit office
  - iii) Only authorised vehicles with valid permits shall be allowed access to site
  
- (g) Contractor responsibility

The Contractor shall:

  - i) Ensure all personnel comply with ACSA security and safety requirements
  - ii) Plan training and permit applications in advance to avoid delays
  - iii) Ensure that personnel requiring airside access have completed the ACSA airside induction

- iv) Bear all costs associated with training and permits unless otherwise stated
- v) Ensure that no personnel access site without valid permits and completed training

#### **2.6.7. Personal protective equipment (PPE)**

(a) PPE requirements

The Contractor shall provide and enforce the use of appropriate PPE, including:

- i) Safety helmets
- ii) Safety boots
- iii) High-visibility clothing
- iv) Eye and face protection (where applicable)
- v) Hearing protection (where applicable)
- vi) Fall protection equipment (where applicable)

(b) PPE compliance

The Contractor shall ensure that:

- i) PPE is worn at all times where required
- ii) PPE is maintained in good condition

#### **2.6.8. Plant, equipment and tools safety**

(a) Equipment compliance

All plant and equipment shall:

- i) Be inspected prior to use
- ii) Have valid inspection certificates
- iii) Be suitable for the intended use

(b) Lifting equipment

All lifting equipment and lifting operations shall:

- i) Be carried out by certified personnel
- ii) Be supported by lifting plans
- iii) Use certified lifting gear

#### **2.6.9. Emergency preparedness and response**

(a) Emergency procedures

The Contractor shall develop emergency procedures covering:

- i) Fire emergencies
- ii) Medical emergencies
- iii) Evacuation procedures
- iv) Equipment failure incidents



(b) Emergency equipment

The Contractor shall provide:

- i) Fire extinguishers
- ii) First aid kits
- iii) Emergency contact information

**2.6.10. Incident management**

(a) Incident reporting

All incidents shall be:

- i) Reported immediately to the Employer
- ii) Recorded in the safety file

(b) Incident investigation

The Contractor shall:

- i) Investigate all incidents
- ii) Identify root causes
- iii) Implement corrective actions

**2.6.11. Safety inspections and audits**

(a) Inspections

The Contractor shall conduct:

- i) Daily site safety inspections
- ii) Weekly formal inspections

(b) Audits

The Contractor shall:

- i) Participate in Employer safety audits
- ii) Address audit findings promptly

**2.6.12. High-risk activities**

The Contractor shall ensure strict controls for high-risk activities, including:

(a) Working at heights

- i) Lifting heavy HVAC equipment
- ii) Electrical installations
- iii) Working in confined or restricted spaces

**2.6.13. Environmental safety interface**

The Contractor shall ensure that safety measures consider environmental protection, including:

(a) Prevention of spills and leaks

(b) Proper waste handling

- (c) Control of dust and noise

#### **2.6.14. Safety deliverables**

The Contractor shall provide the following:

(a) Health and Safety Plan

- i) Risk Assessments and Method Statements
- ii) Safety File
- iii) Incident Reports
- iv) Inspection and Audit Records
- v) Training and Induction Records

#### **2.7. Maintenance of HVAC system at System Support Suite (SSS) Building**

##### **2.7.1. Scope**

- (a) The Contractor shall provide planned, preventative and corrective maintenance services for all HVAC equipment installed at the System Support Suite (SSS) Building for a period of 5 years following the warranty period.

The maintenance services shall include:

- i) Preventative maintenance
- ii) Routine inspections
- iii) Condition monitoring
- iv) Corrective maintenance
- v) Testing and performance verification

##### **2.7.2. Reference to maintenance schedule**

- (a) Maintenance schedule

- i) The detailed maintenance requirements for each equipment type are defined in the:
- ii) "Maintenance Schedule Spreadsheet" - Volume 1A Appendix B FACT SSS HVAC Replacement Maintenance\_Schedule 2.0

##### **2.7.3. Interpretation**

The Contractor shall:

- (a) Refer to the maintenance schedule for all maintenance activities
- (b) Execute all tasks listed per equipment type
- (c) Adhere to the specified maintenance frequencies
- (d) Comply with task-specific requirements defined in each tab

##### **2.7.4. Priority of document**

In the event of any ambiguity:

- (a) The maintenance schedule shall take precedence for defining tasks and frequencies
- (b) This scope shall define the execution requirements and responsibilities

#### **2.7.5. Maintenance philosophy**

- (a) Preventative maintenance

The Contractor shall perform preventative maintenance in accordance with:

- i) The maintenance schedule
  - ii) OEM recommendations
  - iii) Applicable SANS and HVAC standards
- (b) Condition-based maintenance

Where applicable, the Contractor shall:

- i) Monitor equipment condition
- ii) Identify early signs of failure
- iii) Recommend corrective actions

- (c) Corrective maintenance

The Contractor shall:

- i) Rectify defects identified during inspections
- ii) Respond to breakdowns
- iii) Restore equipment to operational condition. Should the HVAC system or any of its components malfunction the contractor shall return the system to full operation within 24 hours.

#### **2.7.6. Equipment coverage**

- (a) Equipment included

The scope shall cover all HVAC-related equipment listed in the maintenance schedule.

- iv) Equipment classification

Each equipment category shall be maintained in accordance with its respective maintenance regime in the maintenance schedule.

- (c) Maintenance execution requirements

- i) Planned maintenance

The Contractor shall:

- 1) Execute all maintenance tasks as per the defined frequencies
- 2) Plan maintenance activities to minimise operational disruption
- 3) Coordinate shutdowns where required

- i) Task execution

For each maintenance activity, the Contractor shall:

- 1) Follow the procedures defined in the maintenance schedule
- 2) Use appropriate tools and equipment
- 3) Use qualified and competent personnel
- i) Compliance with OEM requirements

Where OEM requirements exceed the maintenance schedule:

- 1) The Contractor shall follow OEM recommendations
- 2) The Contractor shall notify the Employer of any deviations

#### **2.7.7. Inspection and testing**

##### **(a) Routine inspections**

The Contractor shall perform inspections in accordance with the maintenance schedule, including:

- i) Visual inspections
- ii) Functional checks
- iii) Safety checks

##### **(d) Performance testing**

The Contractor shall verify performance including:

- i) Airflow rates
- ii) Temperature control
- iii) System response
- iv) Noise and vibration levels

#### **2.7.8. Reporting requirements**

##### **(a) Maintenance reports**

The Contractor shall submit maintenance reports including:

- i) Completed maintenance activities
- ii) Findings and observations
- iii) Identified defects
- iv) Recommendations

##### **(e) Defect reporting**

All defects shall be:

- i) Logged and categorised
- ii) Reported to the Employer
- iii) Tracked to closure

#### **2.7.9. Coordination and access**

##### **(a) Operational coordination**

The Contractor shall:

- i) Coordinate maintenance with building operations
- ii) Ensure minimal disruption to occupants
- (f) Access requirements

The Contractor shall:

- i) Comply with site access procedures
- ii) Coordinate with security and facility management

#### **2.7.10. Quality requirements**

##### **(a) Workmanship**

All maintenance work shall:

- i) Be performed to a high standard
- ii) Comply with applicable codes and standards

##### **(g) Verification**

The Contractor shall:

- i) Verify that maintenance tasks are completed correctly
- ii) Ensure equipment is fully operational after maintenance

#### **2.7.11. Health and safety**

The Contractor shall comply with all safety requirements as defined in:

- (a) Project Safety Management Requirements
- (b) Applicable legislation and ATNS procedures

#### **2.7.12. Spare parts and consumable procurement and pricing**

##### **(a) General**

The Contractor shall be responsible for sourcing and supply of spare parts and consumables required for maintenance activities.

All procurement shall be conducted in a transparent, auditable and cost-effective manner.

##### **(b) Third-party quotations**

The Contractor shall:

- i) Obtain quotations for spare parts from third-party suppliers
- ii) Submit original supplier quotations to the Employer for approval prior to procurement
- iii) Ensure quotations are itemised, valid and traceable to the supplier

##### **(c) Pricing basis**

All pricing for spare parts and consumables shall be:

- i) Based on supplier quotations

- ii) Excluding Value Added Tax (VAT)
- iii) Clearly showing unit rates and total costs

VAT shall be treated separately in accordance with applicable legislation.

(d) Contract mark-up

The Contractor shall apply a mark-up to the approved supplier quotation in accordance with the contract conditions.

The following shall apply:

- i) The mark-up shall be limited to the agreed contract percentage
- ii) The mark-up shall be applied to the net supplier price (excluding VAT)
- iii) No additional hidden costs or fees shall be included

(e) Discounts and rebates

All discounts, rebates or preferential pricing obtained from suppliers shall:

- i) Be fully disclosed to the Employer
- ii) Accrue in full to the benefit of the Employer
- iii) Be reflected in the final invoiced amount

The Contractor shall not retain any undisclosed discounts or rebates.

(f) Transparency and audit

The Contractor shall:

- i) Provide full transparency on supplier pricing
- ii) Submit all supporting documentation including quotations and invoices
- iii) Allow the Employer to audit all procurement transactions

(g) Approval prior to procurement

No spare parts shall be procured unless:

- i) The Employer has approved the supplier quotation
- ii) The pricing complies with the contract requirements

(h) Non-compliance

Failure to comply with these requirements may result in:

- i) Rejection of costs
- ii) Non-payment for unapproved or non-compliant procurement
- iii) Requirement to resubmit compliant quotations

### 2.7.13. Deliverables

The Contractor shall provide:

- (a) Maintenance execution records
- (b) Inspection reports



- (c) Defect logs
- (d) Performance verification reports
- (e) Updated maintenance records

### 3. Validity Period

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

### 4. Correspondence during the Bid and Clarifications Before Closure.

- 4.3. All queries should be directed to:
  - 4.3.1. **Siyabonga Ncube:** [nhlanhlamd@atns.co.za](mailto:nhlanhlamd@atns.co.za) AND cc: [tenders@atns.co.za](mailto:tenders@atns.co.za)
  - 4.3.2. Insert the reference + Description of tender on the subject line
  - 4.3.3. All written queries and requests for clarification regarding this bid must be submitted using the Form of Questionnaire (**Appendix A**) by latest **22 July 2026** at **17h00 CAT**.

### 5. Bid Submission Structure

- 5.3. The bid must be submitted in **three (3) parcels** either via through online e-Submission (e-Tender) system or manual/physical submission

#### 5.3.1. Parcel A – Administrative and Mandatory (Phase 1 and 2 Evaluation)

- I **Volume 1A:** General instructions and administrative requirements (*Excluding SBD 3.2 and 6.1*)
- I **Volume 1B:** Conditions and Form of Contract (Service Level Agreement)
- I **Phase 1:** Administrative Requirements
- I **Phase 2:** Mandatory requirements

#### 5.3.2. Parcel B – Technical Proposal (Phase 3 Evaluation)

- I **Phase 3:** Functionality/Technical specifications

#### 5.3.3. Parcel C – Price and Specific Goals (Phase 4 Evaluation)

- I **Volume 1C** – Tender Price Schedule
- I **Form of contract** (Section 36)
- I **SBD 3.2** - Pricing Schedule – Non-Firm Prices (Purchases)
- I **SBD 6.1** - Preference Points Claim Form
- I Central Supplier Database (CSD) Report
- I Companies and Intellectual Property Commission (CIPC) Documents

- I Shareholder Certificates
- I ID copies of shareholders
- I Valid B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)

- 5.3.4. All volumes referenced herein form an integrated and indivisible part of the procurement bid and must be read holistically and in conjunction with one another. In accordance with the Public Finance Management Act (PFMA), the Preferential Procurement Policy Framework Act (PPPFA), and relevant National Treasury Regulations, no individual volume or parcel may be considered in isolation for the purposes of evaluation, adjudication, or contractual enforcement.
- 5.3.5. The bid documentation has been structured to ensure that each volume plays a complementary and reinforcing role and must therefore be interpreted and responded to as a cohesive whole. Any deviation from this integrated approach may result in the bid being deemed non-responsive in terms of applicable procurement legislation.
- 5.3.6. Bidders are hereby reminded that their submissions must demonstrate complete alignment and responsiveness across all parcels and volumes, as each element is integral to the legal enforceability, technical adequacy, and successful execution of the resulting contract.
- 5.3.7. Non-alignment with this requirement may compromise procedural fairness and expose the process to risk in terms of Section 217 of the Constitution, which requires procurement to be fair, equitable, transparent, competitive, and cost-effective.
- 5.3.8. It is the responsibility of the bidder to ensure that all bid components are mutually consistent and compliant with all applicable legal and regulatory frameworks governing public procurement.

## 6. Procedures for Submitting Bids

- 6.3. **Closing date and time: 29 July 2026, 11h00 CAT**
- 6.4. Submissions can be made **online or via hard copy**.
- 6.4.1. For online submissions: bid submissions must be made via the e-Submission (e-Tender) system.
- 6.4.2. Hard copy submissions: Include **one original, one copy, and one PDF** version on USB.
- 6.4.3. Hard copies must be submitted to:
- ATNS Company Limited**  
Eastgate Office Park, Block C  
South Boulevard Road, Bruma, 2298, South Africa

## SECTION B: BID EVALUATION PROCESS

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

### 7. Stage 1: Administrative Requirements

No.	Requirement	Description
7.3.	South African Revenue Services (SARS) Valid Tax Compliance Status PIN Document	Proof of tax compliance demonstrating that the bidder meets SARS requirements. A valid Tax Compliance Status (TCS) PIN issued by SARS. (The pin needs to be valid for the full duration of the validity period. The bidder must submit proof of tax compliance demonstrating that the bidder meets SARS requirements. SARS PIN must remain valid for <b>the full duration of the validity period</b> from submission

### 7.4. Non-Compliance with Administrative Requirements

**7.4.1.** If the Bidder fails to comply with any of the administrative requirements, or if ATNS is unable to verify whether these requirements are met, ATNS reserves the right to:

- a) **Reject the bid** and exclude it from further evaluation, or
- b) **Accept the bid for evaluation**, subject to the following condition:
  - The Bidder must submit any supplementary information within **seven (7) days** to achieve full compliance.
  - The supplementary information must strictly address **administrative requirements** and **not be substantive** in nature.

## 8. Stage 2: Mandatory requirements

8.3.1. During this stage Bid response documentation will be evaluated against compliance to the Mandatory Technical Requirements listed below, it is important that you submit all the documentation requested below or you will be disqualified and not be evaluated further.

No.	Mandatory Criteria	Proof Required	Conditions/Notes
1	Attendance of compulsory briefing session	"Microsoft Teams" attendance registers and contact details confirmation on Teams chat verification by ATNS	1. Bidder is required to attend the briefing session; no further proof is required.
2	Proof of COIDA compliance (Compensation Fund) OR Registered Mutual Association	Letter of Good Standing	2. Bidder must submit a valid Letter of Good Standing with the Compensation Commissioner (COIDA) from the Department of Employment and Labour OR Registered Mutual Association Policy Insurance. 3. Failure to provide this document will result in automatic disqualification.
3	Proof of registration with Construction Industry Development Board (CIDB) grading of 7ME OR higher	Proof of registration	4. Bidder must submit proof of CIDB registration with grading 7ME or higher, clearly indicating CRS Number. 5. ATNS reserves the right to verify active status on the CIDB Register during evaluation. 6. Only tenderers registered with CIDB (or capable of being registered prior to evaluation) in a grading equal to or higher than 7ME will be evaluated. 7. Tenderers capable of being registered must submit proof of application to CIDB. 8. Failure to provide this document will result in automatic disqualification.

## 9. Stage 3: Functionality/Technical Evaluation

### 9.3. Functional/Technical Evaluation Overview

9.3.1. Bidders must achieve a minimum score of **75.00 points** (75.00%) to qualify.

9.3.2. The technical evaluation is scored out of 100.00 total points

9.3.3. Bidders must meet an overall threshold of 75.00%, and individual sub-thresholds per evaluation volume

9.3.4. Failure to achieve the overall threshold of 75.00% and/or meet the required sub-threshold for any specific volume will result in the disqualification of the prospective bidder's submission, irrespective of the total score obtained

Item No	Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
			Quality Score		
1	Bidder's resource proposal	30	Qualifications	20	19
			Years of experience in similar works	10	7
2	Project Planning	50	Technical Specifications of offered equipment	10	7
			Technical Approach	10	7
			Health and safety plan	10	7
			Project plan/schedule/ Programme	10	7
			Project specific Organogram	10	7
3	Company's References and experience	20	Number of relevant completed projects in engineering, supply and installation of central HVAC systems (VRV or chilled water systems)	10	7
			Value of completed relevant projects	10	7
Total				100	75

## 9.2 Functionality Breakdown

### Bidder's resource proposal = 30

Item No	Criteria	Sub - Criteria	Resource	Proof Required	Conditions/Notes
		Key Personnel Qualifications	Project Manager	1. BEng/BSC Mechanical and registered PRENG (Mechanical) and Registration with SACPCMP as a PrCPM = 4 points 2. BTech Mechanical and registered PRTECH (Mechanical) and Registration with SACPCMP as a PrCPM = 3.8 points 3. Non-Submission or Irrelevant qualification document submitted = 0 point	1. If any of these resources qualifications is below minimum the score is automatically zero for the whole matrix on qualifications 2. Qualification requirements apply concurrently, and bidders must meet all requirements per category to score full points. 3. If bidder supplies any mix of qualifications corresponding to min or max category, minimum points will be allocated. 4. Only active professional registration with the Engineering Council of South Africa (ECSA) and / or the South African Council for the Project and Construction Management Professions (SACPCMP) will be allocated points; any other registration status, including expired, suspended, or non-active registration, will be allocated zero (0) points, and all professional registration statuses will be verified during the evaluation process.
			Controls and BMS Integration Engineer	1. BENG/BSC Electronics/Mechatronics and PRENG registration = 4 points 2. BTECH Electronics/Mechatronics and PRTECH registration = 3.8 points 3. Non-Submission or Irrelevant qualification document submitted = 0 point	
			Air-conditioning and Refrigeration Mechanic	1. N5 or higher and SAQA Accredited Trade test certificate = 3 points 2. N2/N3/N4 and SAQA Accredited Trade test certificate = 2.85 points 3. Non-Submission or Irrelevant qualification document submitted = 0 point	
			Electrician/Millwright	1. N5 or Higher and Wireman's license and SAQA Accredited Trade test certificate (Electrician) and wireman's license = 3 points 2. Electrical N2/N3/N4 and SAQA Accredited Trade test certificate (Electrician) and wireman's license = 2.85 points 3. Non-Submission or Irrelevant qualification document submitted = 0 point	
			Occupational Health and Safety Practitioner	1. Construction related or safety related or environmental, post graduate degree with SACPCMP registration = 3 points 2. Construction related or safety related or environmental related diploma with SACPCMP registration = 2.85 points 3. Non-Submission or Irrelevant qualification document submitted = 0	

Item No	Criteria	Sub - Criteria	Resource	Proof Required	Conditions/Notes
			Rigger	1. N3 OR HIGHER and SAQA Accredited Trade test certificate (Rigger) = 3 points 2. SAQA Accredited Trade certificate (Rigger) = 2.85 points 3. Non-Submission or Irrelevant qualification document submitted = 0 point	
	Bidder's resource proposal		Project Manager	Bidder to submit a detailed Curriculum Vitae (CV) of a Project Manager clearly indicating the following:  1. More than 10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or PR TECH ENG, demonstrate experience in JBCC Contracts, demonstrate experience in management of 2 large and complex construction projects to the value of at least R20 million rands per project. = 2 points 2. 10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or PR TECH ENG, demonstrate experience in JBCC Contracts, demonstrate experience in management of 2 large and complex construction projects to the value of at least R20 million rands per project. = 1.4 points 3. Non-Submission or Irrelevant Curriculum Vitae (CV) document submitted = 0 point	1. If any of these resources experience is below minimum the score is automatically zero for the whole matrix on experience (e.g. Less than the minimum required experience) 2. Qualification requirements apply concurrently, and bidders must meet all requirements per category to score full points. 3. If a bidder supplies any mix of qualifications corresponding to min or max category, minimum points will be allocated.
			Controls and BMS Integration Engineer	Bidder to submit a detailed Curriculum Vitae (CV) of a Controls and BMS Integration Engineer clearly indicating the following:  1. More than 10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or PR TECH ENG, demonstrate central HVAC system controls and BMS Integration experience on at least one Multidisciplinary HVAC project that is above R5 million, demonstrate at least 3-year experience in systems integration, data analytics, machine learning and predictive modelling = 2 points 2. 10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or PR TECH ENG, demonstrate central HVAC system controls and BMS Integration experience on at least one Multidisciplinary HVAC project that is above R5 million, demonstrate at least 3-year experience in systems integration, data	

Item No	Criteria	Sub - Criteria	Resource	Proof Required	Conditions/Notes
		Key personnel years of Experience		<p>analytics, machine learning and predictive modelling = 1.4 points</p> <p>3. Non-Submission or Irrelevant Curriculum Vitae (CV) document submitted = 0 point</p>	
			Air-conditioning and Refrigeration Mechanic	<p>Bidder to submit a detailed Curriculum Vitae (CV) of Air-conditioning and Refrigeration Mechanics clearly indicating the following:</p> <ol style="list-style-type: none"> <li>1. More than 2 years' experience as a refrigeration mechanic, demonstrate experience of completed installation and commissioning of central chiller plants or VRV system on at least one project above R5 million. The experience must be demonstrated in a CV = 2 points</li> <li>2. At least 2 years' experience as a refrigeration mechanic, demonstrate experience of completed installation and commissioning of central chiller plants or VRV system on at least one project above R5 million. The experience must be demonstrated in a CV = 1.4 points</li> <li>3. Non-Submission or Irrelevant Curriculum Vitae (CV) document submitted = 0 point</li> </ol>	
			Electrician/Millwright	<p>Bidder to submit a detailed Curriculum Vitae (CV) of an Electrician/Millwright clearly indicating the following:</p> <ol style="list-style-type: none"> <li>1. Demonstrate more than 2 years' experience after obtaining a Wireman's License, Demonstrate experience of more than 8 years post qualification as an electrician and knowledge of switchgears, Distribution boards and protection systems = 2 points</li> <li>2. Demonstrate 2 years' experience after obtaining a Wireman's License, Demonstrate experience of at least 8 years post qualification as an electrician and knowledge of switchgears, Distribution boards and protection systems = 1.4 points</li> <li>3. Non-Submission or Irrelevant Curriculum Vitae (CV) document submitted = 0 point</li> </ol>	

Item No	Criteria	Sub - Criteria	Resource	Proof Required	Conditions/Notes
			Occupational Health and Safety Practitioner	<p>Bidder to submit a detailed Curriculum Vitae (CV) of an Occupational Health and Safety Practitioner clearly indicating the following:</p> <ol style="list-style-type: none"> <li>1. More than one-year experience on Construction related project (s) post registration with SACPCMP as a health and safety officer/professional/practitioner = 1 points</li> <li>2. At least six to one-year experience on Construction related project (s) post registration with SACPCMP as a health and safety officer/professional/practitioner = 0.70 points</li> <li>3. Non-Submission or Irrelevant Curriculum Vitae (CV) document submitted = 0 point</li> </ol>	
			Rigger	<p>Bidder to submit a detailed Curriculum Vitae (CV) of a Rigger clearly indicating the following:</p> <ol style="list-style-type: none"> <li>1. More than 2 years' experience post SAQA Accredited Trade certificate (Rigger) = 1 points</li> <li>2. At least 2 years' experience post SAQA Accredited Trade certificate (Rigger) = 0.70 points</li> <li>3. Non-Submission or Irrelevant Curriculum Vitae (CV) document submitted = 0 point</li> </ol>	

### **Project Planning = 50**

Item No	Criteria	Sub-Criteria	Proof Required
2	Project Planning	Technical Specifications of offered equipment	<p>Bidder must submit detailed technical specification document for each equipment proposed.</p> <ol style="list-style-type: none"> <li>1. Technical specifications of all offered products exceeds the tender product specifications as in section 2.4. HVAC Equipment Specifications. = 10 points</li> <li>2. Technical specifications of all offered products meets the tender product specifications as in section 2.4. HVAC Equipment Specifications = 7 points</li> <li>3. Technical specifications of offered equipment do not meet all required tender product specifications as in section 2.4. HVAC Equipment Specifications = 0</li> </ol>

Item No	Criteria	Sub-Criteria	Proof Required
		<b>Technical Approach</b>  <b>Requirements/Elements:</b> <ol style="list-style-type: none"> <li>1. Approach shows key legislative notices and the standards to be complied to.</li> <li>2. Approach shows a rigging plan for the equipment.</li> <li>3. Approach shows a logical installation method statement.</li> <li>4. Approach shows how interruption to warehouse operations will be averted.</li> <li>5. Approach shows a quality control plan with witness and hold points.</li> <li>6. Approach shows a commissioning plan of the equipment.</li> <li>7. Approach shows how damage to existing infrastructure will be averted.</li> <li>8. Approach shows how electrical safety and compliance to relevant OHS regulations will be achieved.</li> <li>9. Approach shows risks and how they will be mitigated.</li> <li>10. Approach shows logically and comprehensively how data analytics, machine learning and predictive modelling will be done on the project.</li> </ol>	<ol style="list-style-type: none"> <li>1. Full compliance with requirements 1 - 10 = 10 points</li> <li>2. Full compliance with requirements 1-7, 9-10 and partial compliance with requirement 8 = 7 points</li> <li>3. No demonstrated compliance with requirements = 0 point</li> </ol>

Item No	Criteria	Sub-Criteria	Proof Required
		<b>Health and safety plan</b>  <b>Requirements/Elements:</b> <ol style="list-style-type: none"> <li>Shows the relevant and specific OHS regulations and standards to be adhered to. (NB This should be precise and non-generic)</li> <li>Shows a specific non-generic procedure of how incidents will be categorized, reported and recorded.</li> <li>Shows how safety risks and recorded incidents will be continuously communicated with Employees and improvements made.</li> <li>Shows how incidents will be investigated and remedial actions implemented.</li> <li>Shows an annual safety training programme relevant to the scope of work.</li> <li>Shows who the key health and safety personnel will be and their roles.</li> <li>Shows list of key risks per equipment category and how the risks will be managed in relation to the scope of work.</li> <li>Shows how continuous improvement will be achieved.</li> <li>Shows a practical fall protection plan relevant to this specific warehouse project</li> </ol>	<ol style="list-style-type: none"> <li>Full compliance with requirement 1 - 9 = 10 points</li> <li>Partial compliance with requirement 5 and full compliance with all the other 8 requirements. = 7 points</li> <li>No demonstrated compliance with requirements = 0</li> </ol>

Item No	Criteria	Sub-Criteria	Proof Required
		Project plan/ Schedule/ Programme	<ol style="list-style-type: none"> <li>1. Project plan is specific and shows project phases with detailed activities and it is tailored specific to the project. The activities are complete; logical and activity relationships are shown as well as resources provided for each activity. The critical path is also shown, and total project duration is less than 18 months = 10 points</li> <li>2. Project plan is specific and shows project phases with detailed activities and it is tailored specific to the project. The activities are complete; logical and activity relationships are shown as well as resources provided for each activity. The critical path is also shown, and total project duration is 18 months to two years = 7 points</li> <li>3. Project plan is generic (only shows phases without detailed activities) and not tailored specific to the project. The activities are not complete or not logical and activity relationships are not shown nor resources provided for each activity. The critical path is also not shown, and the total project duration is more than two year = 0 points</li> </ol>

Item No	Criteria	Sub-Criteria	Proof Required
		Project specific Organogram	<ol style="list-style-type: none"> <li>1. The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project and the support resources and the team has worked together on previous projects. = 10 points</li> <li>2. The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project and the support resources = 7 points</li> <li>3. The team is not balanced with key personnel to deliver the project successfully, responsibility is not allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram does not show clear responsibilities and resources dedicated to the project and the support resources = 0 points</li> </ol>

### **Company's References and experience = 20**

Item No	Criteria	Sub-Criteria	Proof Required	Conditions/Notes
3	Relevant reference and experience of the tendering entity/entities breakdown	Number of relevant completed Installation of central HVAC Systems such as (Variable Refrigerant Volume) VRV or Chilled water system	<ol style="list-style-type: none"> <li>1. More than 2 relevant reference letters = 10 points</li> <li>2. 1-2 relevant reference letters = 7 points</li> <li>3. No relevant reference letters. = 0 points</li> </ol>	<ol style="list-style-type: none"> <li>1. The Tenderer should provide proof of company references of similar works (similar works Similar referring to in installation and commissioning of central plants or VRV systems or central control systems previously done, contract value and the duration of the contract.</li> <li>2. All reference letters must be in line with the information required/</li> <li>3. Reference letter of the Bidding entity/entities must have the following as a minimum               <ol style="list-style-type: none"> <li>3.1. Referee Company letter head.</li> <li>3.2. The description of works performed by the bidder.</li> </ol> </li> </ol>

				<p>3.3. The value of the works performed by the bidder.</p> <p>3.4. The start and end date of the works performed by the bidder, in the format Month and Year.</p>
		Value of completed relevant projects	<p>1. 3 or more projects above R20 million each = 10 points</p> <p>2. 1-2 projects between R10 million to R20 million each = 7 points</p> <p>3. No relevant reference letters OR Value of each relevant project below R10 million = 0 points</p>	<p>1. Letters must clearly indicate the value of the completed project</p>

#### 9.4. Total Points Allocation:

9.4.1. The technical evaluation is based on **100.00 points**.

#### 9.5. Overall Threshold Requirement:

9.5.1. Bidders must achieve a **minimum of 75.00 points (75.00%)** to proceed to the next evaluation stage.

9.5.2. Bidders who fail to meet the overall minimum score will not be considered further.

#### 9.6. Sub-Threshold Requirement:

9.6.1. Each evaluation criterion has a minimum score (sub-threshold) that must be achieved.

#### 9.7. Disqualification Criteria:

9.7.1. Failure to meet **any sub-threshold score** under individual criteria will result in disqualification, even if the bidder has achieved the overall minimum of 75.50 points

### 10. Stage 4: Price and Preference Points for Specific Goals

10.3. The bid will be evaluated using the **80/20 point system**.

Criteria	Means of Verification	Points
Price	Proposed Bid Price	80,00
Preference Points	Specific Goals	20,00
<b>Total Points</b>		<b>100,00</b>

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

10.5. The formulae to be utilised in calculating points scored for price are as follows:

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

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmin = Price of lowest acceptable tender

10.5.1. The tendered amounts shall be evaluated based on the pricing information provided by bidder in the applicable Standard Bidding Document (SBD) for this bid:

Required Document	Definition	Required Evidence for evaluation
SBD 3.2	PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)	Full completed and signed Standard Bidding Document (SBD 3.2) and any other Price related document as requested in this bid

10.6. Preference points will be based on the Specific Goal as per below:

The specific goals allocated in terms of this bid	Definition	Required Evidence	Number of points allocated (80/20 system)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 51% black ownership, which confers both voting rights and economic interest to black people	<ul style="list-style-type: none"> <li>Central Supplier Database (CSD) Registration Report</li> <li>Companies and Intellectual Property Commission (CIPC) document Documents</li> <li>Shareholder Certificates</li> <li>ID copies of shareholders</li> <li>B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)</li> </ul>	<b>10,00</b>
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 30% black woman ownership, which confers both voting rights and economic interest to black people	<ul style="list-style-type: none"> <li>Central Supplier Database (CSD) Registration Report</li> <li>Companies and Intellectual Property Commission (CIPC) document Documents</li> <li>Shareholder Certificates</li> <li>ID copies of shareholders</li> <li>B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)</li> </ul>	<b>10,00</b>

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



## **11. Verification of Specific Goals**

11.3. Bidders must submit:

11.3.1. CSD Report

11.3.2. CIPC documents

11.3.3. shareholder certificates

11.3.4. ID copies of shareholders

## **12. ATNS Specific Goals**

12.3. ATNS evaluates bids based on **Preferential Procurement Regulations, 2022**.

Suppliers are required to **claim points** for specific goals in **SBD 6.1**.

## **SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID**

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### **13. Disclaimer**

- 13.3. The Bidder shall bear all costs incurred in connection with the preparation and submission of their Bid Response and for finalisation of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.
- 13.4. 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.

### **14. Contract Terms**

- 14.3. Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representations made. Bidders should accept that their tender response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document. If any variation does take place tenderer will be advised as soon as possible in writing.
- 14.4. The successful tenderer will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the tenderer to have adequate professional indemnity insurance. All Tenderers must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.
- 14.5. All designs and documentation submitted by the tenderer will be treated as confidential.
- 14.6. ATNS reserves the right to reject, withdraw or cancel any or all Proposals/Tenders, to undertake discussions with one or more Tenderers and to accept that tender or modified tender which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

### **15. Cancellation of Procurement Process**

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



## **16. Bid Submission Conditions, Instruction and Evaluation Process/Criteria**

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

## **17. Negotiation and Contracting**

- 17.3. ATNS have the right to enter negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 17.4. Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award or promise/ undertaking to award the contract.
- 17.5. ATNS shall not be obliged to accept the lowest or any bid, offer or proposal.
- 17.6. A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties.
- 17.7. ATNS also reserves the right to enter one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.

## **18. Reasons for Rejection**

- 18.3. 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.
- 18.4. ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
- 18.4.1. Have abused the SCM system of the ATNS.
- 18.4.2. Have committed proven fraud or any other improper conduct in relation to such system.
- 18.4.3. Have failed to perform on any previous contract and the proof exists.
- 18.4.4. Such actions shall be communicated to the National Treasury.

## **19. General Conditions of Contract**

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

## **20. Additional Information Requirements**

- 20.3. During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 7 working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.
- 20.4. No additional information will be accepted from any individual Bidder without such information having been requested.

## **21. Confidentiality**

- 21.3. The bid and all information in connection therewith shall be held in strict confidence by Bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document.

## **22. Intellectual Property, Inventions and Copyright**

- 22.3. Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.
- 22.4. This paragraph shall survive termination of this contract.

## **23. Non-Compliance with Delivery Terms**

- 23.3. As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, ATNS must be given immediate written notice to this effect. ATNS reserves the right to implement remedies as provided for in the GCC.

## **24. Warrants**

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

## **25. Parties not affected by waiver or breaches**

- 25.3. The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.
- 25.4. No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

## **26. Retention**

- 26.3. On termination of this agreement, the bidder shall, on demand hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to ATNS.
- 26.4. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any

waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## **27. Central Supplier Database**

- 27.3. It is a requirement that all suppliers/ services providers to ATNS shall be registered on the National Treasury Central Supplier Database (CSD).
- 27.4. Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link:  
<http://ocpo.treasury.gov.za/Pages/default.aspx>
- 27.5. Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid.
- 27.6. No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.

## **28. Format of Bids**

- 28.3. Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.
- 28.4. If applicable, Bidders are to set out their proposal in the format prescribed hereunder. This means that the proposal must be structured in the parts noted below. Information not submitted in the relevant part, may not be considered for evaluation purposes.

## **29. SARS Tax Clearance Certificate(S)**

- 29.3. Bidder must ensure compliance with their tax obligations.
- 29.4. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 29.5. Application for tax compliance status (TCS) or PIN may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za)
- 29.6. Bidders may also submit a printed TCS together with the bid.
- 29.7. In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number.
- 29.8. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 29.9. Bids submitted without any one of the above, will be deemed to be non-responsive.

## **30. Declaration of Interest**

- 30.3. Each party to the bid must complete and return the "Declaration of Interest".

- 30.4. Bids submitted without a complete and signed Declaration of Interest will be deemed to be non-responsive.

### **31. Invitation to Bid**

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

### **32. Pricing Schedule**

- 32.3. Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.
- 32.4. All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission. Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.
- 32.5. A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.

### **33. Registration On the CSD**

- 33.3. In this part, bidders must submit proof of their registration, or proof that they have applied for registration on the Central Supplier Database. Bids submitted without the required proof, will be deemed to be non-responsive.

### **34. Registration Certificates and Accreditation with OEMS Or Professional Bodies**

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

## SECTION D: STANDARD BIDDING DOCUMENTS

### 35. SBD1: Invitation to Bid - PART A

<b>You Are Hereby Invited to Bid for Requirements of the Air Traffic and Navigation Services SOC Limited (ATNS)</b>					
BID NUMBER:	<b>ATNS/FACT/RFP03/04/2026/27/HVAC_SSS - Gen_2020_386</b>		CLOSING DATE:	29 July 2026	CLOSING TIME: 11h00
DESCRIPTION	The appointment of a service provider for the supply, delivery, installation, and commissioning of the replacement Heating, Ventilation, and Air-Conditioning (HVAC) system at the System Support Suite (SSS) Building, Cape Town International Airport (FACT).				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Nhlanhla Mdamba		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1218		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Nhlanhlaamda@atns.co.za">Nhlanhlaamda@atns.co.za</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO  
**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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](http://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: .....

**36. Form of contract: (Pricing Schedule must be in a Separate Envelope-Volume 1C)**

<b>CLOSING TIME</b>	11h00
<b>CLOSING DATE</b>	29 July 2026
<b>BID NO</b>	ATNS/FACT/RFP03/04/2026/27/HVAC_SSS - Gen_2020_386
<b>VALIDITY PERIOD</b>	120 Days
<b>NAME OF BIDDER</b>	.....

**PRICE SCHEDULE**

ITEM NO. [Schedule Item Number]	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
<b>Acquisition</b>			
1	Sum	Preliminaries and General	R
2	Sum	Dismantling and Disposal of existing HVAC equipment	R
3	Sum	Server room and simulation room	R
4	Sum	Pilot room	R
5	Sum	Ablution and kitchen extraction	R
6	Sum	Kitchen	R
7	Sum	Boardroom	R
8	Sum	UPS ROOM 1 and ROOM 2	R
9	Sum	Control and Instrumentation Works	R
<b>Sub-Total</b>			
10	Sum	Provision for contingency of Sub-Total @ 10%	R
<b>TOTAL</b>			<b>R</b>
		VAT (15%)	R
<b>TOTAL ACQUISITION PRICE (ALL INCLUSIVE)</b>			<b>R</b>
<b>Maintenance</b>			
		Annual Maintenance Warranty	R
		Annual Maintenance Year 1	R
		Annual Maintenance Year 2	R
		Annual Maintenance Year 3	R
		Annual Maintenance Year 4	R
		Annual Maintenance Year 5	R
<b>TOTAL</b>			<b>R</b>
		VAT (15%)	R
<b>TOTAL MAINTENANCE PRICE (ALL INCLUSIVE)</b>			

**TECHNICAL AND COMMERCIAL DETAILS**

Details	Response / Information
Manufacturer, Type, and Model	.....
Country of Manufacture	.....
Is the offer strictly to specification? ▪ Circle the appropriate response	YES / NO

Details	Response / Information
If not to specification, state deviations	.....
Contract period excluding guarantee period	.....
Is the price quoted fixed? ▪ <i>Circle the appropriate response</i>	YES / NO
Is the delivery and installation period fixed? ▪ <i>Circle the appropriate response</i>	YES / NO
Are the supplies/services guaranteed as required in the bid specification? ▪ <i>Circle the appropriate response</i>	YES / NO
If no guarantee required, are supplies/services still guaranteed? ▪ <i>Circle the appropriate response</i>	YES / NO
Are you the accredited agent for the equipment offered?	YES / NO
Site in RSA where the equipment can be inspected under working conditions	.....
Name and address of factories where the supplies will be manufactured	.....
Approximate value of local stock of spares in RSA	R.....
Arrangements for servicing/maintenance of supplies/services in RSA	.....

#### IMPORT INFORMATION (If/where Applicable)

Details	Response / Information
Is a special import permit required? ▪ <i>Circle the appropriate response</i>	YES / NO
Name and address of person/company to receive payment abroad	.....
Amount in foreign currency to be paid abroad	.....
Ruling exchange rate applied at the date of bid	.....

36.3. 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.

36.4. Rate of Exchange Variation

36.5. Installation Contract:

36.5.1. ATNS shall not be liable for the Rate of Exchange Variation under the Contract for Acquisition Phase. The Contract Price shall be a fixed in Rands for the Acquisition Phase Should there be any variation/change to the Contract Price due to a change in

the rate of exchange, such price variation/change shall be for the account/cost of the Contractor/Service Provider.

36.5.2. The Contract Price of the Acquisition Phase shall be fixed at the time that the Service Provider submits its Tender response to ATNS, which such Tender response shall form part of the Tender Documents.

36.5.3. At the award of the contract, the Contractor/service provider shall Hedge the foreign content for that year and any variation between the spot rate and the Hedged Rate shall be for the account or credit of contractor/service provider. Where the goods are imported the Supplier shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down to the Rand in order to fix the rate of exchange. The Supplier shall notify the ATNS as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

36.5.4. Any increase or decrease between the basic rate of exchange as at a date seven days prior to the date of closing of tenders and that existing at the date of establishment of the forward exchange cover within the period stipulated above shall be paid or deducted by ATNS. Upon the failure of the Supplier to arrange forward exchange cover, the Supplier shall be liable should there be any increase in the basic rate of exchange occurring after the last-mentioned date

36.6. Option and CVO:

36.6.1. Any options: The Contract Price shall be a fixed in currency of the bidder for the Acquisition Phase. Should there be any variation/change to the Contract Price due to a change in the rate of exchange, such price variation/change shall be for the account of ATNS.

36.7. or Contract Variation:

36.7.1. Contract shall be varied only by variations approved by the Engineer. Either the Contractor or the Company may submit variations to the Contract. Any additional work or expenses incurred by the Contractor in performing activities outside the scope of the Contract and not approved through a Contract Variation shall be at the Contractors cost and no liability shall rest with the Company.

36.7.2. Contract Variations shall be submitted to the Engineer for consideration. The Engineer shall, provided the submission is properly documented; approve or reject the Variation within 30 days of receipt at his office and notify the Contractor accordingly.

36.7.3. On approval of a Contract Variation the Engineer shall issue a Contract Change Notice amending the Contract as appropriate.

- 36.8. At the commencement of each of support, the Contractor shall Hedge the foreign content for that year, and any variation between spot rate on submission of the invoice and the Hedged Rate shall be for the account or credit of ATNS.
- 36.9. Intentionally left blank.
- 36.10. Intentionally left blank.
- 36.11. Intentionally left blank.
- 36.12. Rules that apply when exchange cover on a fixed term basis is a condition of the contract:
- 36.13. 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.
- 36.14. 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:
- I the spot rate applicable on the last day of the prescribed period
  - I the actual rate applicable to the currency futures.

### **37. Protection of Personal Information**

- 37.3. 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.
- 37.4. 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.
- 37.5. 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:

- 37.5.1. 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;
- 37.5.2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
  - 37.5.2.1. the unauthorised or unlawful processing of such Personal Information; and
  - 37.5.2.2. the accidental loss or destruction of, or damage to, such Personal Information; and
  - 37.5.2.3. 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.
- 37.6. The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties.
- 37.7. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 37.8. 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.

37.9. 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.

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

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

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

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

37.9.1. Access the information at any reasonable time for the purposes of rectification thereof.

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

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... .....

**38. SBD 3.2 PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

<b>Name of Bidder</b>			
<b>Bid Number</b>	ATNS/FACT/RFP03/04/2026/27/HVAC_SSS - Gen_2020_386		
<b>Closing Time</b>	11h00		
<b>Closing Date</b>	29 July 2026		
<b>Offer Validity</b>	120 Days from the Closing Date of Bid		
<b>Item No.</b>	<b>Quantity</b>	<b>Description</b>	<b>Bid Price in Bidder's Currency</b> (All applicable taxes included)
1-10		Acquisition Total	R
1-10		Maintenance Total	R
		<b>Sub-Total</b>	<b>R</b>
		VAT (15%)	R
		<b>Grand Total</b>	<b>R</b>
<b>Required by</b>	.....		
<b>At</b>	.....		
<b>Brand and Model</b>	.....		
<b>Country of Origin</b>	.....		
<b>Does the offer comply with the specification(s)?</b>	YES / NO		
<b>If not to specification, indicate deviation(s)</b>	.....		
<b>Period required for delivery</b>	.....		
<b>Delivery</b>	Firm / Not Firm		

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

\*Delete if not applicable

## PRICE ADJUSTMENTS

### A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....    Index..... Dated.....    Index..... Dated.....

Index..... Dated.....    Index..... Dated.....    Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**SBD 3.2****B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

### 39. SBD 4: BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>(3)</sup> 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, or any person connected with the bidder, have a relationship with any person

---

<sup>3</sup> 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.

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 consortium<sup>4</sup> 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

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<sup>4</sup> 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.

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.

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

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

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

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

### 1. **GENERAL CONDITIONS**

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

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

### 1.2 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

### 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

##### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	10	
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any

of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

## **41. GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

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## 1. Definitions

The following terms shall be interpreted as indicated:

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

- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.
- 1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **"Written"** or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

completion of the supplier's performance under the contract if so required by the purchaser.

- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## 6. **Patent rights**

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

## 7. **Performance**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## 8. **Inspections, tests and analyses**

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

- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. **Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. **Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## 28. **Limitation of liability**

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. **Governing language**

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

## 30. **Applicable law**

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

**31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

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

**34. Prohibition of Restrictive practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the

bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....

## APPENDIX A-FORM QUESTIONNAIRE

Ref. No: .....

Date : .....

### **For the Attention of Procurement Specialist**

ATNS Company Limited,  
Eastgate Office Park, Block C,  
South Boulevard Road,  
Bruma,  
2298  
E-Mail: [nhlanhlamd@atns.co.za](mailto:nhlanhlamd@atns.co.za)

From (Name of the Bidder: .....  
(Contact Person .....

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

Title of subject matter in question .....

No.	Paragraph No. Bid Document	Questions

Questionnaire Submission No. \_\_\_\_\_