REQUEST FOR PROPOSALS: ATNS/RFP05/09/2026/2027/HF_REPLACEMENT_RE_AD

Appointment of a service provider for the supply, delivery, installation, and commissioning of HF equipment at Bapsfontein and Delmas with associated maintenance and support.

Number	Question/Clarity Date	Name of the Company	Paragraph No. Bid Document	Questions	Response
1	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, paragraph 5.1.3, pp.10-11: Parcel C is labelled “Price and Preference Points for Specific Goals (Phase 5 Evaluation)”. Related: Volume 1A, Section B, p.12 and paragraph 10, pp.14-15: the evaluation process is stated to have four stages, with Price and Preference as Stage 4.	Can ATNS please confirm that Price and Preference Points for Specific Goals is the fourth and final evaluation stage, and clarify how the reference to “Phase 5 Evaluation” in paragraph 5.1.3 should be interpreted?	ATNS confirms that Stage 4: Price and Preference Points for Specific Goals is the final evaluation stage and there is no Phase 5.
2	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, paragraph 5.1.3, pp.10-11 and paragraph 10.2.1, p.15: Parcel C requires SBD 3.3 - Pricing Schedule (Professional Services). Related: Volume 1A, paragraph 39, pp.32-34: the tender pack contains SBD 3.2 - Pricing Schedule - Non-Firm Prices (Purchases).	Can ATNS please confirm that SBD 3.3 is the mandatory pricing schedule to be completed for this tender, and clarify the intended applicability of SBD 3.2 - Pricing Schedule: Non-Firm Prices, which is also included in Volume 1A? If SBD 3.2 is applicable, please identify the pricing elements to which it applies.	Bidders shall submit a completed form of bid and Volume 1C pricing schedule including VAT and other applicable taxes. Acquisition Phase Contract Price must remain fully fixed in Rand (ZAR) for the entire Acquisition Phase. Refer to Volume 1B section 2.15.15.1.
3	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, paragraph 10.1, pp.14-15: states that either the 80/20 or 90/10 preference system will apply and the lowest acceptable tender will determine the system. Related: Volume 1A, SBD 6.1 paragraph 1.3, p.39: states that the applicable preference point system for this tender is 90/10.	Can ATNS please confirm the preference point system that will apply to this tender, noting that paragraph 10.1 indicates that the lowest acceptable tender will determine whether the 80/20 or 90/10 system applies, while SBD 6.1 paragraph 1.3 identifies the applicable system as 90/10?	The bid will be evaluated either on the 80/20 or 90/10 preference point system and the lowest acceptable tender will be used to determine the applicable preference point system.
4	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, paragraph 36.2.1.1, p.27 and Volume 1B, paragraph 2.15.15.1.1, p.48: Acquisition Phase contract price is fixed in Rand and exchange-rate variation is for the contractor’s account. Related: Volume 1A, SBD 3.2, pp.32-34 and Volume 1B, paragraph 2.15.10, pp.46-47: provide mechanisms for non-firm price adjustments/escalation.	Can ATNS please confirm whether the Acquisition Phase Contract Price must remain fully fixed in Rand for the entire Acquisition Phase? If any Acquisition Phase pricing elements may be treated as non-firm under SBD 3.2, please identify those elements and the applicable escalation formula and adjustment periods.	ATNS confirms the Acquisition Phase Contract Price must remain fully fixed in Rand (ZAR) for the entire Acquisition Phase. Refer to Volume 1B section 2.15.15.1.
5	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.18.8.1.3, p.57: performance-based security is stated as 20% of Supply, Delivery, Installation and SAT. Related: Volume 1B, paragraph 2.18.8.4, p.57: requires an unconditional bank guarantee equal to 20% of the Contract Price of the Acquisition Phase.	Can ATNS please confirm whether the 20% Performance-Based Security is mandatory for the successful bidder at contract execution or remains subject to ATNS discretion under paragraph 2.18.8.4? Please also confirm whether the 20% is calculated on the full Acquisition Phase Contract Price or only on the Supply, Delivery, Installation and SAT portion.	ATNS confirms that the 20% Performance-Based Security will be mandatory for the successful Bidder and will be calculated on only on the Supply, Delivery, Installation and SAT portion of the Contract Price.
6	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, GCC paragraph 15.2, pp.52-53: warranty is 12 months after delivery/acceptance or 18 months after shipment, whichever concludes earlier, unless otherwise specified. Related: Volume 1B, paragraph 2.7.1.2-2.7.1.3, p.28: installation warranty is one year commencing from the later of Substantial Completion or one month after commencement of Beneficial Use.	Can ATNS please confirm that Volume 1B is the Special Condition that overrides the GCC warranty provision, and state the exact warranty commencement and expiry events applicable to this project?	Refer to Volume 1B page 73 of 75, the Warranty Period is 1 year to commence on the Date of Substantial Completion as certified in the Acceptance Certificate and to expire at a time of not less than 1 year from the Date of Substantial Completion.
7	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 1.1.53 and paragraph 1.1.61, pp.9-10: Final Acceptance is at the end of PBU and coincides with the end of the Guarantee Period; Guarantee Period is minimum 12 months from acceptance of each part. Related: Volume 1B, paragraph 1.1.89 and paragraph 2.9.7.2.1, pp.10 and 37-38: PBU is at least 12 months from Site Acceptance and may be extended until support-system validation is achieved.	Where the PBU is extended beyond the initial 12-month period, can ATNS please confirm whether the applicable Guarantee/Warranty Period must also be extended so that its expiry remains coincident with Final Acceptance? Please also confirm whether the 10% PBU milestone is correspondingly deferred until the extended Final Acceptance date.	ATNS confirms that where the PBU is extended beyond the initial 12-month period, the applicable Guarantee/Warranty period must also be extended so that its expiry remains coincident with Final Acceptance. ATNS confirms that the 10% PBU milestone will correspondingly be deferred until the extended Final Acceptance Date.

8	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, mandatory paragraph 8.1.2, p.13: OEM support/involvement is required for a minimum of 15 years. Related: Volume 1B, paragraph 1.1.90, p.10 and paragraph 2.12.3.2, p.41: the Period of Contract is 18 years and OEM support is required for the entire Period of Contract.	Can ATNS please confirm whether the mandatory OEM undertaking must cover the full 18-year Period of Contract, including the Acquisition Phase, PBU and 15-year Maintenance and Support Phase, or whether a minimum 15-year OEM support commitment satisfies the requirement?	ATNS confirms that the OEM undertaking must cover the entire Period of Contract.
9	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 3.6, pp.12-13: the HF system and supporting infrastructure must have a 15-year lifespan. Related: Volume 1B, paragraph 1.1.77 and paragraph 1.1.89, p.10 and Volume 4, paragraph 8, p.39: the 15-year Maintenance and Support/Application Phase starts after PBU.	Can ATNS please confirm from which event the required 15-year system and supporting-infrastructure lifespan is measured - date of manufacture, delivery, Site Acceptance, Final Acceptance/end of PBU, or another contractual event? Please also confirm whether the Acquisition, installation and PBU periods are included within or additional to the required 15-year lifespan.	ATNS confirms that the 15-year lifespan starts at the end of PBU.
10	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 1.1.100.4, p.11 and paragraph 2.12.4, p.41: a Mid-Life Upgrade is part of the project and part of maintenance/support. Related: Volume 1C: G5 provides annual support pricing and G4 provides generic Options, but no explicit Mid-Life Upgrade pricing line is identified.	Can ATNS please confirm whether the Mid-Life Upgrade is to be included within the fixed 15-year Maintenance and Support pricing, priced separately under G4 Options, or priced under another identified schedule item? Please also define the anticipated timing and minimum hardware, software and system scope of the Mid-Life Upgrade.	ATNS confirms that the Mid-Life Upgrade is to be included under the Maintenance and Support pricing. ATNS cannot definitively confirm the anticipated timing and minimum hardware, software and system scope of the Mid-Life Upgrade, however, ATNS generally prefers that the Mid-Life Upgrade be done approximately during the middle point of the life cycle of the project, in this instance year 7 and is generally done at the request of ATNS and approval of at the appropriate time.
11	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 1.1.100.1, p.11: describes supply, delivery, installation and commissioning of a complete HF system “for training purposes”. Related: Volume 1A, paragraph 2.1.1, p.9 and Volume 2, paragraph 1, p.6: describe the replacement as the live operational HF system for oceanic ATC communications.	Can ATNS please clarify whether the reference in Volume 1B paragraph 1.1.100.1 to a “complete HF system for training purposes” refers to the operational HF system on which ATNS personnel will be trained, or whether a separate HF training system/environment is required? If a separate training system is required, please define the equipment quantities, functionality, interfaces and installation location.	ATNS is referring to an operational HF system on which ATNS personnel will be trained.
12	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.7.1.1.2.1, p.28: contractor must maintain its tender-submission BEE status for the duration of the Contract. Related: Volume 1B, paragraph 1.1.90, p.10: the Contract duration is 18 years; Volume 1A, paragraphs 10-12, pp.14-16 evaluates ownership/specific goals at tender stage.	Can ATNS please confirm what is meant by maintaining the “tender submission BEE status” for the duration of the 18-year Contract? Is the Contractor required to maintain the exact B-BBEE level/status held at tender submission throughout the Contract, and what contractual consequence would apply if the Contractor’s B-BBEE level or ownership profile changes legitimately during that period?	ATNS requires that the Contractor maintains at least the same BBBEE-level status during the duration of the Contract. The Contractor may improve its BBBEE-level to a better level, but its BBBEE-level may not regress. Maintaining the same BBBEE-level is a material condition of the Contract and should the Contractor's BBBEE-level regress, ATNS may elect to enforce the breach provisions of the Contract and cancel the Contract.
13	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.4.4.4.2, p.25: delay penalty may be 1/14% of the Contract sum per day, or ATNS may claim damages/loss instead. Related: Volume 1B, Form of Contract, p.74: liquidated damages are R10,000 per day or the amount under paragraph 2.4.4.4.2, whichever is greater; Volume 1B paragraph 2.12.2.3, p.40 and Volume 1A GCC paragraph 28.1, p.58 contain general liability-cap provisions.	Can ATNS please confirm the monetary base used for the 1/14% daily delay-damages calculation and whether the R10,000 per day amount stated in the Form of Contract is intended to operate as a minimum daily amount? Please also confirm whether ATNS may elect to claim actual damages instead and identify the aggregate cap applicable to delay damages.	ATNS confirms that Rand will be used as the monetary base for the 1/14% daily delay penalty calculation. The daily delay penalty will be charged at 1/14% of the Contract value or R10,000.00, whichever is the greater. ATNS confirms that ATNS may elect to claim actual damages instead of claiming the delay penalty, however, ATNS will exercise such election at the relevant time. Both Parties' total liability howsoever arising is limited to the total Contract Price, therefore, the cap for the delay penalty or damages would be the total Contract Price.
14	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.15.14.1, pp.47-48: milestone structure includes PBU at 10%. Related: Volume 1B, paragraph 2.15.14.5.1.3, p.48: the Warranty/PBU amount is released on expiry of the PBU period of the entire Contract.	Can ATNS please confirm that the 10% PBU milestone is calculated as 10% of the Acquisition Phase Contract Price and becomes payable only at Final Acceptance following completion of the PBU? If the PBU is extended, will payment of this 10% milestone be deferred for the same extended period?	ATNS confirms that the 10% PBU milestone is calculated as 10% of the Acquisition Phase Contract Price and becomes payable only at Final Acceptance following the end of the PBU period. If the PBU is extended, the 10% PBU payment milestone will be deferred for the extended period of PBU.

15	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.15.14.1, p.47: “Technical Review” is a 10% payment milestone. Related: Volume 3 contains Site Survey, System Design Review, technical reviews and acceptance readiness reviews, but no single payment event is expressly defined as “Technical Review”.	Can ATNS please identify the specific Technical Review that constitutes the 10% payment milestone and confirm the approval, certificate or deliverable required before that milestone may be invoiced?	ATNS confirms that the Technical Review refers to the Technical Design Review, the output of which will be approved technical documents. Invoicing may be done once the technical documents have been finalised and approved.
16	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.12.3.1-2.12.3.2, p.41: refers to separate “Maintenance and Support Terms and Conditions” and requires them to confirm the OEM undertaking. Related: Volume 4, paragraph 11.1, pp.42-47: requires the bidder to provide a 15-year Maintenance and Support Contract proposal.	Can ATNS please confirm whether a separate Maintenance and Support Terms and Conditions document forms part of this procurement? If such a document exists, can ATNS please issue it to bidders? If no separate document exists, can ATNS please confirm that the Maintenance and Support obligations are fully governed by Volume 1B, Volume 4 and the successful bidder’s accepted Maintenance and Support proposal, with no additional terms to be introduced after award?	There is no ATNS Maintenance and Support Terms and Conditions document as each OEM has its own maintenance and warranty terms and conditions. Each Bidder is required to provide its Maintenance and Support Terms and Conditions documents after confirming the maintenance and warranty terms and conditions with the OEM and obtaining OEM undertaking to support the Bidder. ATNS confirms that the Maintenance and Support obligations will be governed by Volume 1B, Volume 4 and the successful Bidder's accepted Maintenance and Support proposal, but additional or alternative terms will not be introduced after award unless ATNS and the successful Bidder mutually agree to such additional or alternative terms during the finalisation of the Contract.
17	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 1.2.6, p.13: mandatory Volume 2 requirements are identified by “M”, but tenderers are also told to determine requirement status from specification language. Related: Volume 2, General Instructions, pp.5-6: “M” is mandatory/disqualifying and “D” is desirable/scored; numerous “D” clauses nevertheless use the word “shall”.	Where a requirement is classified as “D” (Desirable) but the requirement wording uses “shall”, can ATNS please confirm whether the requirement will be evaluated as desirable/scored or as mandatory/disqualifying? Please confirm which takes precedence for evaluation purposes: the M/D/O/I classification or the specification language used within the paragraph.	ATNS confirms that requirements denoted as "D" are desirable and will be evaluated accordingly. The M/D/O/I classification takes precedence.
18	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 3.9 [B], p.14: a wideband HF system supporting up to 240 kbps and 48 kHz bandwidth is “desired” and classified D. Related: Volume 2, transmitter and receiver requirements in paragraphs 4.2 and 5.1, pp.31-45: define the operational HF radio characteristics and voice/control functions but do not identify a wideband waveform/modem standard or a specific acceptance test for the 240 kbps / 48 kHz capability.	Can ATNS please confirm whether the 240 kbps / 48 kHz wideband HF capability is expected in the delivered baseline or is a desirable future-capability feature? If it is to be evaluated as an offered capability, can ATNS please identify the applicable waveform/modem standard and the acceptance criteria?	ATNS please confirm whether the 240 kbps / 48 kHz wideband is the expected capability in the delivered baseline. ATNS uses ED-137 standard for VoIP.
19	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 3.18 [A]-[C], p.23: the Disaster Recovery position duplicates RCMMS, SELCAL, computer application and fallback, but the normal and DR systems “shall not be operational at the same time”. Related: Volume 2, paragraph 3.18 [A]-[D], pp.23-24: specifies the duplicated Disaster Recovery functions and that the two positions shall not be operational at the same time, but does not prescribe the interlock/failover or synchronisation mechanism.	Can ATNS please confirm whether a specific interlock/failover mechanism is required to ensure that the normal ATC position and the Disaster Recovery position cannot operate simultaneously, or whether the bidder may propose the mechanism? Please also confirm whether controlled simultaneous operation is permitted for testing or maintenance.	ATNS confirms that an interlock/ failover mechanism is not required. Confirmed controlled simultaneous operation is permitted for testing, maintenance or simulation purposes.
20	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 5.1 [A], p.41: ATNS will provide an IP connection at Bapsfontein for receiver communications to the technical centre; paragraph 3.18 [D], p.23 provides an ATNS IP connection to DR. Related: RCMMS, VCCS interfaces, remote control and monitoring across Delmas, Bapsfontein, FAOR and DR all depend on IP connectivity, but no network service specification/demarcation is defined.	Can ATNS please provide the ATNS network demarcation and available bandwidth, latency, redundancy, QoS, IP addressing/VLAN, firewall/VPN and cybersecurity responsibilities for all inter-site links?	2Mbps redundant links, VPN @ ED137b. The full specification of the network will be shared with the successful bidder.
21	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 3.20 [H], p.26: lists “Secure Services and ports, including, DNS over port 53”. Related: Volume 2, paragraph 3.20 [F], [J] and [S], pp.25-29: separately requires TLS/IPsec, secure remote access and FIPS 140-3 validated cryptography.	Can ATNS please clarify the intended DNS security requirement? Is standard DNS on port 53 acceptable, or is DNSSEC, DNS-over-TLS, DNS-over-HTTPS or another secured DNS mechanism required?	ATNS confirms that standard DNS on port 53 is required.

22	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 3.20 [S], p.29: requires only FIPS 140-3 validated cryptographic protocols and algorithms for data in transit and storage. Related: The tender does not state whether formal NIST FIPS 140-3 module certificates are required for every system component or only for the cryptographic modules used.	Can ATNS please confirm the required evidence for FIPS 140-3 compliance and whether all supplied components must use formally validated cryptographic modules with certificate numbers?	All voice communication shall be encrypted. Brochures or technical specification documents which indicate the available encryption methods of the proposed system will be evaluated as evidence.
23	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 3.1 [B], pp.7-8: Environmental Impact Assessments (EIAs) are included in project scope. Related: Volume 1B, paragraph 2.18.3.1, p.56: instructs the contractor to take note of conditions contained in Environmental Impact Assessment permissions granted; Volume 3, paragraph 14, p.27 requires an EMPr.	Can ATNS please confirm the status of EIAs/environmental authorisations for Delmas, Bapsfontein, FAOR and Isando? Can ATNS please provide existing approvals or define the contractor's responsibility for obtaining them, including programme and cost risk?	The Contractor is expected to perform a full EIA before work commences at Isando as the scope of work incudes the decommissioning of antenna structures. For Delmas and Bapsfontein, a full EIA is not required and bidders are expected to provide an Environmental Management Plan which will be refined and finalised after contracting.
24	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 3.1 [B], pp.7-8: civil works form part of the turnkey scope and Delmas is a newly planned transmitter site. Related: Volume 3, paragraph 13, p.27: a comprehensive civil/site survey is required after project commencement; the supplied documents do not provide a complete civil bill of quantities or final site-readiness baseline.	Can ATNS please confirm what existing civil/site drawings and site-readiness information will be made available for tender pricing, and identify any civil infrastructure that ATNS will provide rather than the contractor?	As-built documents may be made available on request. A Non-Disclosure Agreement must be signed and returned to ATNS before any documentation with site drawings may be shared, for security purposes. Additional site visits may be arranged on request.
25	26 October 2026	AME Aviation (Pty) Ltd	Volume 4, glossary and Table 1, pp.4 and 9: LSIP is defined as Logistic Support Implementation Plan and an "LSIP - Draft" is required with the bid. Related: Volume 4, paragraph 5.2, p.14 and Volume 1B use ILSP - Integrated Logistic Support Plan; Volume 1C G2.2 also prices an Integrated Logistic Support Plan.	Can ATNS please confirm whether LSIP and ILSP are separate deliverables? If separate, can ATNS please define the required content of the LSIP? If they are the same document, can ATNS please confirm the correct title/acronym to use?	The LSIP and ILSP are separate deliverables. A) Integrated Logistics Support Plan (ILSP) 1) Definition - The master, high-level governance and strategic document for an entire ILS program. 2) Scope - Covers the entire life cycle of a system or equipment, that is, from the initial concept and design phases through deployment, operations, and eventual disposal. 3) Function - Outlines the overall support strategy, assigns responsibilities across all logistics support elements (such as maintenance, training, supply support, and technical data), and defines how supportability requirements will be met to achieve operational system readiness. It acts as a "living" policy and management guide. B) Logistics Support Implementation Plan (LSIP) 1) Definition – A schedule-focused sub-plan or contractual deliverable. 2) Scope - Focused on specific execution phases, short-term milestones, or contracted scheduled, time-bound periods during which specific project tasks or deliverables must be completed and submitted (such as Phase 1, 2, and 3 activities). 3) Function - Details the exact schedule, timelines, and chronological sequencing of specific integrated logistics support (ILS) deliverables. It integrates these actions directly into the master Project Management Plan (PMP), Work Breakdown Structure (WBS), and project Gantt charts.
26	26 October 2026	AME Aviation (Pty) Ltd	Volume 4, paragraph 4.1, p.13: requires 99.98% system availability (1.752 hours downtime/year) and 98.5% reliability, stated as equivalent to four system failures per year. Related: Volume 4 glossary, p.6 defines availability/MTBF generally but does not define system boundary, excluded downtime or the exact reliability calculation.	Can ATNS please confirm whether the 99.98% availability and 98.5% reliability requirements are measured at the complete turnkey HF-system level and whether outages caused solely by ATNS-provided power, network services or other external ATNS dependencies are excluded from those calculations?	The 99.98% availability and 98.5% reliability requirements are measured at the complete turnkey HF-system level. Outages caused solely by ATNS-provided power, network services or services external to this complete turnkey HF-system, are excluded from these calculations.

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<tr><td>27</td><td>26 October 2026</td><td>AME Aviation (Pty) Ltd</td><td>Volume 4, paragraph 10.1 [B], p.41: Table 4 is titled “Fault restoration and resolution response times” but gives only acknowledge/respond times (S1 60 min, S2 2 h, S3 24 h).
Related: Volume 4, paragraph 11.1 [N], pp.46-47: the penalty formula refers to maximum times for response, restoration, interim solution, permanent solution and LRU Repair TAT.</td><td>Can ATNS please provide the maximum restoration time, interim-solution time and permanent-resolution time for S1, S2 and S3 incidents, and confirm the corresponding Tmax values used in the penalty formula?</td><td>In this case only response times or acknowledgment time is applicable as shown in table 4 paragraph 10.1 B, also shown below. The restoration, interim-solution and permanent - resolution times not applicable.
<table><tr><th>Priority Level</th><th>Service cover period</th><th>Time to acknowledge and respond (per incident/failure)</th></tr><tr><td>Critical (S1)</td><td>24 hours/day x 7 days/week x 365 days/year</td><td>60 minutes after fault raised with OEM.)</td></tr><tr><td>Major (S2)</td><td>24 hours/day x 7 days/week x 365 days/year</td><td>2 hours after fault raised with OEM.</td></tr><tr><td>Minor (S3)</td><td>working hours</td><td>24 hours</td></tr></table></td></tr>
<tr><td>28</td><td>26 October 2026</td><td>AME Aviation (Pty) Ltd</td><td>Volume 4, paragraph 11.1 [J], p.45: LRU repair turnaround time is 45 business days.
Related: Volume 4, paragraph 11.1 [N], pp.46-47: penalty formula uses Tact [hours] / Tmax [hours], while also referring to LRU TAT [days] with priority factor 0.5.</td><td>Can ATNS please confirm how the 45-business-day LRU TAT is converted to Tmax hours, how weekends/public holidays are treated, how multiple overdue LRUs are aggregated, and the maximum penalty cap per quarter/year?</td><td>There is no need for converting TAT days to hours since both Tmax and Tact are measured in days. The public holidays and weekends are omitted/ not included in calculation
The maximum penalty is not stated and has no cap, unless otherwise negotiated with the preferred bidder.</td></tr>
<tr><td>29</td><td>26 October 2026</td><td>AME Aviation (Pty) Ltd</td><td>Volume 4, paragraph 11.1 [K]-[L], pp.45-46: requires latest software/firmware throughout 15 years and all obsolescence-management costs to keep the system compliant.
Related: Volume 1B, paragraph 2.12.4, p.41: a Mid-Life Upgrade of hardware and software is also part of maintenance/support.</td><td>Can ATNS please clarify the contractual boundary between routine software/firmware updates and obsolescence management under Volume 4 paragraph 11.1 [K]-[L], and the Mid-Life Upgrade under Volume 1B paragraph 2.12.4? In particular, should hardware/software replacement required solely because of obsolescence be treated as normal annual support, as part of the Mid-Life Upgrade, or otherwise?</td><td>maintenance and support fee, provide all routine software releases, maintenance patches, bug fixes, security updates, and firmware revisions required to maintain functional baseline compliance, cyber-security integrity, and interoperability throughout the system lifecycle.
Obsolescence Management - The Bidder bears full proactive responsibility for monitoring, forecasting, and managing component, hardware and software obsolescence. Where any item reaches End-of-Life (EoL) or End-of-Support (EoS), the Bidder must supply form-fit-function equivalent replacements at no additional cost to ATNS, provided the replacement is required to sustain the operational availability stipulated in the contract. Obsolescence-driven replacements shall not be classified as a variation order, extra-contractual work or part of a Mid-Life Upgrade.
Mid-Life Upgrade (Volume 1B, Paragraph 2.12.4)- The Mid-Life Upgrade constitutes a pre-scheduled, major systemic architectural or technological refresh executed at the designated milestone(s). It encompasses full planning, engineering, supply, delivery, physical/logical decommissioning of legacy assets, installation, integration, and commissioning of next-generation subsystems.
Exclusivity of Risk- Any hardware or software replacement, substitution or redesign necessitated by component discontinuation, manufacturer sunsetting or component wear-and-tear prior to the scheduled Mid-Life Upgrade shall be deemed as obsolescence management falling under ongoing support & maintenance obligations and shall not be deferred to, or compensated under, the Mid-Life Upgrade scope.</td></tr>
<tr><td>30</td><td>26 October 2026</td><td>AME Aviation (Pty) Ltd</td><td>Volume 3, paragraph 7.1, p.14: WBS must be included in a draft “Construction and Installation Management Plan”.
Related: Volume 3, paragraph 7.2-7.3, pp.14-15: SOW and Resource Allocation Plan must be included in a draft “Installation Management Plan”.</td><td>Can ATNS please confirm whether the Construction and Installation Management Plan and the Installation Management Plan refer to the same tender-stage document? If they are separate deliverables, please define the required content of each.</td><td>ATNS confirms that this refers to the same document/ deliverable.</td></tr>
<tr><td>31</td><td>26 October 2026</td><td>AME Aviation (Pty) Ltd</td><td>Volume 3, paragraph 8.1, p.17: tender response requires an outline of risk policy/methodology.
Related: Volume 3, paragraph 8.4, p.18: detailed Project Risk Management Plan is required after award and site survey; Volume 1C G2.1 nevertheless contains a priced “Risk Management Plan” line item.</td><td>Can ATNS please confirm whether a complete draft Project Risk Management Plan must be submitted with the tender or whether an outline/methodology is sufficient at tender stage?</td><td>ATNS confirms that the outline/methodology is sufficient at tender stage.</td></tr>
<tr><td>32</td><td>26 October 2026</td><td>AME Aviation (Pty) Ltd</td><td>Volume 3, paragraph 12.1 Safety File table, pp.24-26: Risk Assessment is marked “Included in Draft SHE File: No”. Related: The same Risk Assessment row states that it will be developed after award but that “A draft [is] to be submitted as part of the tender submission”.</td><td>Can ATNS please confirm whether a draft project risk assessment must be submitted with the tender and, if so, whether it must be included within the draft SHE File or submitted as a separate annexure?</td><td>ATNS confirms that a draft project risk assessment is to be submitted as part of the tender submission as a separate annexure.</td></tr>
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33	26 October 2026	AME Aviation (Pty) Ltd	Volume 3, paragraph 13.1, p.27: comprehensive site survey is to be completed at the start of the project before equipment is ordered, and a draft detailed site survey is also requested in the tender response. Related: Volume 1A, p.1: the physical site briefings are explicitly non-compulsory and provide limited scheduled access.	Can ATNS please confirm the minimum content expected in the draft site survey submitted with the tender, given that Volume 3 requires the comprehensive site survey to be completed after project commencement?	ATNS confirms that a draft detailed site survey based on the information provided in the bid documents, and the bidders proposed solution shall be submitted as part of the tender response.
34	26 October 2026	AME Aviation (Pty) Ltd	Volume 4, paragraph 5.1, p.14: states that the support concept must achieve performance requirements in “Section 5.1 above and 6.4 (below)”. Related: Volume 4, TOC, pp.2-3: system performance is in paragraph 4.1 and Section 6 contains only paragraph 6.1; no paragraph 6.4 is present.	Can ATNS please identify the intended sections referenced in Volume 4 paragraph 5.1 and confirm whether any paragraph 6.4 requirement was omitted from the issued tender?	This should read as "to achieve the system performance requirements stated in **Section 4.1 above and 5.4**..."
35	26 October 2026	AME Aviation (Pty) Ltd	Volume 4, paragraph 11.1 [A], p.42 and Volume 1B, paragraph 1.1.77, p.10: require a 15-year Maintenance and Support phase/contract. Related: Volume 1B, paragraph 2.9.7.2.5, pp.37-38: ATNS may terminate the maintenance/support component or part thereof on not less than three months' written notice, without liability; Volume 1B, paragraph 2.19.4.3, p.60 provides a general termination-for-convenience mechanism with not less than twelve months' notice and treatment of reasonably incurred, non-mitigable costs.	Can ATNS please confirm which termination provision governs the 15-year Maintenance and Support component: Volume 1B paragraph 2.9.7.2.5 (three months' notice without liability) or paragraph 2.19.4.3 (twelve months' termination for convenience)? If paragraph 2.9.7.2.5 applies, can ATNS please confirm how unrecovered OEM commitments, licences, hedges, spares and other non-cancellable costs will be treated?	Please note that clause 2.9.7.5 specifically govern the termination of the Maintenance and Support component of the Volume 1B if ATNS has *good cause* to do so and after ATNS has consulted the Contractor. Thus, should ATNS believe that there is *good cause* to terminate the Contract it will have to consult with the Contractor before doing so. Should ATNS still believe that *good cause* exists after consulting the Contractor, then it may proceed to terminate the Maintenance and Support component, or part thereof. Should ATNS terminate the Maintenance and Support component, or part thereof, in terms of clause 2.9.7.2.5, then any non-cancellable committed expenses or incurred costs will have to be borne by the Contractor. Clause 2.19.4.3 specifically governs termination for convenience and does not require *good cause* or consultation with the Contractor before termination of the Contract. Should ATNS terminate the Maintenance and Support component, or part thereof, in terms of clause 2.19.4.3, then any reasonable non-cancellable committed expenses or incurred costs which cannot reasonably be mititgated by the Contractor will have to be borne by ATNS.
36	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.9.1.2.3, p.31: public-liability indemnity limit is to be determined at contract signature. Related: Volume 1B, paragraph 2.9.1.2.9-2.9.1.2.11, pp.31-32: contractor is liable for deductibles under ATNS insurance, with deductible values defined only by ATNS’s “latest insurance program”.	Can ATNS please provide the current insurance programme, applicable indemnity limits and deductible/first-amount-payable values that the contractor must allow for in its tender?	Please noted that the provisions of clause 2.9.1.2 are optional; ATNS may elect to implement and enforce clause 2.9.1.2 should it believe that it is appropriate to obtain and maintain such additional insurance. ATNS will provide such insurance programme, applicable indemnity limits and deductible/first-amount-payable values to the preferred bidder once ATNS has assessed the insurance obtained by the preferred bidder and if ATNS elects to enforce the provisions of clause 2.9.1.2.
37	26 October 2026	AME Aviation (Pty) Ltd	Volume 1C, worksheet G4_Options: sheet/item number and body identify G4 - Options. Related: Volume 1C, G4_Options header: states “TENDER PRICE SCHEDULE: APPENDIX G5”.	Can ATNS please confirm that bidders should complete the G4_Options worksheet as issued and that the “APPENDIX G5” header on that sheet should be interpreted as referring to Appendix G4 / Options?	ATNS confirms that the header should refer to Appendix G4 **not Appendix G5.**
38	26 October 2026	AME Aviation (Pty) Ltd	Volume 1C, G3_HF Equipment, Software paragraph 3.2: instructs bidders to “List all software required for the simulator”. Related: Volume 1B, paragraph 1.1.100.1, p.11 refers to a complete HF system “for training purposes”, while Volume 4 paragraphs 5.5-5.6 provide training-course requirements at the ATNS Aviation Training Academy but do not define a separate HF simulator/training-system technical configuration.	Can ATNS please clarify what is meant by “simulator” in Volume 1C G3 paragraph 3.2? Does this refer to software/licences for the operational HF system, a separate HF training/simulation environment, or another system? If a separate training/simulation environment is required, please define its required functionality and installation location.	ATNS confirms that the word "simulator" is an error and should be replaced with "HF system".
39	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, Form of Bid, pp.26-27: foreign-currency questions refer bidders to Volume 1B paragraph 2.16.15.1. Related: Volume 1B, paragraph 2.15.15, pp.48-50: Rates of Exchange and Rate of Exchange Variation are addressed in paragraph 2.15.15; no paragraph 2.16.15.1 is present.	Can ATNS please confirm that the foreign-currency reference in Volume 1A to Volume 1B paragraph 2.16.15.1 should be interpreted as referring to paragraph 2.15.15.1?	ATNS confirms that the reference should be to Volume 1B paragraph 2.15.15.1 **not 2.16.15.1.**
40	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, TOC, p.3: Guarantee and Warrantee states “also see Security - clause 2.19.8”. Related: Volume 1B, paragraph 2.18.8, pp.57-58: Security is actually located at clause 2.18.8.	Can ATNS please confirm that, when responding to the Security reference in Volume 1B, bidders should interpret the reference to paragraph 2.19.8 as paragraph 2.18.8?	ATNS confirms that the reference to Security should be paragraph 2.18.8 and **not 2.19.8**.

41	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, paragraph 17.5, p.18: ATNS reserves the right to enter one contract for all required functions or more than one contract with different bidders for different functions. Related: Volume 2, paragraph 3.1, pp.7-8 and Volume 4, paragraph 11: require a turnkey integrated HF system with long-term support and a single bidder/contractor responsible for integrated performance.	Can ATNS please confirm whether ATNS anticipates a possible split award under paragraph 17.5 for this tender? If so, identify the functions that may be separately awarded and how turnkey integration/performance liability will be allocated?	Clause 17.5 on page 18 of the bid document is a standard provision included in ATNS bid documents and reserves ATNS's right to contract with one or more service providers where deemed necessary. As stated in Clause 17.5, ATNS may enter into one contract for all required functions or into more than one contract with different bidders for different functions. For this specific project, however, ATNS anticipates awarding the contract to a single service provider for the full scope of work for the duration of the project. The bid requirements further envisage a turnkey integrated HF system with a single bidder/contractor responsible for the overall supply, delivery, installation, commissioning, maintenance, support, and integrated performance of the solution.
42	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.9.5.1-paragraph 2.9.5.3, p.33: each party retains its pre-existing Intellectual Property; bespoke IP developed exclusively for ATNS and paid for under the Contract becomes ATNS property. Related: Volume 1B, paragraph 2.9.5.18.1-paragraph 2.9.5.18.2, p.34: software/design/documentation is treated as contractor original work vesting in ATNS unless third-party or other IP is disclosed and ATNS agrees to its use.	Can ATNS please confirm that proprietary OEM/COTS software and firmware, including later standard OEM versions, patches and updates supplied during the Contract, remain the OEM's pre-existing/third-party Intellectual Property and do not vest in ATNS merely because they are supplied under this project? Please also confirm how and where bidders should identify/disclose these third-party or pre-existing Intellectual Property rights in the tender/contract documentation.	ATNS confirms that proprietary OEM/COTS software and firmware, including later standard OEM versions, patches and updates supplied during the Contract will remain the OEM's pre-existing/third-party Intellectual Property and will not vest in ATNS merely because they are supplied under the Project. **HOWEVER**, Bespoke Intellectual Property will be owned by ATNS. Accordingly, where later versions, patches and updates to software and firmware are specifically developed on instruction of ATNS for ATNS and are paid for by ATNS, such later versions, patches and updates will be owned by ATNS.
43	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.9.5.18.2-paragraph 2.9.5.18.3, pp.34-35: where third-party software/material is used with ATNS consent and an assignment cannot be obtained, the proposed licence must as a minimum permit broad use/adaptation/alteration/enhancement/updating and last 100 years. Related: Volume 1B, paragraph 2.9.5.1, p.33 preserves pre-existing IP; Volumes 2 and 4 require proprietary OEM equipment, firmware, software and COTS components.	Can ATNS please clarify the intended practical requirement of the 100-year licence in paragraph 2.9.5.18.3 for proprietary OEM/COTS software? Is ATNS requiring a 100-year right to use the software, or also rights to adapt, alter, enhance and update it? Where an OEM's standard proprietary licence does not grant those rights or a 100-year term, will the standard OEM licence be acceptable?	The intended practical requirement of the 100-year licence is to enable ATNS to use the provided Software and Design Documentation for as long as it is possible, even when the Supplies and Services exceed the required life-cycle. ATNS requires the 100-year licence to be in respect of the right to use and adapt, alter, enhance and update the Software and Design Documentation for the purposes of the Project. The reduction of the 100-year right to use may be negotiated between the parties, if the Bidder is selected as the preferred Bidder who ATNS may engage in contract negotiations with.
44	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, GCC paragraph 33, p.58: National Industrial Participation (NIP) Programme applies to contracts that are subject to the NIP obligation. Related: The tender pack does not state whether this HF Replacement procurement is subject to NIP, nor does it provide an obligation value or NIP instructions.	Can ATNS please confirm whether the National Industrial Participation Programme applies to this tender and, if so, provide the applicable threshold, obligation percentage, reporting requirements and responsible authority?	ATNS confirms that the National Industrial Participation (NIP) Programme is not applicable to this tender. Accordingly, no NIP obligations, reporting requirements, or compliance submissions are required from bidders in response to this bid.
45	26 October 2026	AME Aviation (Pty) Ltd	Volume 2, paragraph 4.1 [A]-[B], p.31 of 47: Isando antenna structures and existing transmitter equipment are to be decommissioned and disposed of after the Delmas system is commissioned. Related: Volume 1A, Invitation / site briefing schedule, pp.1-2 of 60: physical site briefings were offered only at Delmas and Bapsfontein; Volume 1C, G2_1 PM paragraph 2.1.3 includes Decommissioning and Disposal.	Can ATNS please provide the detailed Isando decommissioning and disposal scope, including the equipment and antenna structures to be removed, available drawings/inventory, access and rigging constraints, and any hazardous-material requirements? Please confirm whether any items must be dismantled and preserved in reusable condition. For items that are to be “disposed of”, can ATNS please define what is meant by disposal: must the equipment be handed over to ATNS, transported to an ATNS-nominated storage or disposal facility, scrapped/recycled by the contractor, or disposed of through an approved waste process? Please identify the required destination, ownership/transfer arrangements and responsibility for transport and disposal costs. Can ATNS also arrange an Isando site inspection before final pricing?	ATNS confirms that the scope of decommissioning and disposal at the Isando site includes main and standby transmitter equipment and associated equipment cabinets, one TCI-540 antenna structure and one log periodic antenna structure. The TCI-540 antenna structure shall be dismantled and preserved in reusable condition such that ATNS may be able to assess whether re-use will be possible. Bidders shall however still include disposal in their quotation, and propose the disposal method and facilities. Disposal must be through an approved waste process, and disposal certificates are required. All costs associated with decommissioning and disposal must be included in the quotation. A site inspection at Isando may be arranged on request.

46	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.15.14.1-paragraph 2.15.14.2, pp.47-48: ATNS states that it does not effect advance payments and gives the 10% / 10% / 30% / 40% / 10% milestone structure, while requiring the contractor to propose a detailed Delivery Milestone Payment Schedule for Supply & Delivery and Installation & SAT. Related: Volume 1B, paragraph 2.18.8.1.1-paragraph 2.18.8.2, p.57: standard security wording contemplates cases where advance or progress payments have been approved.	Can ATNS please confirm whether the milestone percentages in paragraph 2.15.14.1 are fixed for this project? Does paragraph 2.15.14.2 allow bidders only to subdivide the 30% Supply & Delivery and 40% Installation & SAT portions into detailed sub-milestones, or may an alternative progress-payment structure be proposed? Can ATNS also confirm that the advance-payment provisions in paragraph 2.18.8.1.1-paragraph 2.18.8.2 are standard wording and do not create an advance-payment entitlement for this tender?	The milestone percentages are not fixed and are provided as a guide. Bidders may propose alternative progress-payment structures. Please take note that ATNS will not make any advanced payments as recorded in the Milestone table, accordingly, ATNS confirms that advanced-payment provisions in paragraph 2.18.8.1.1 are standard wording and do not create an advance-payment entitlement for this tender.
47	26 October 2026	AME Aviation (Pty) Ltd	Volume 1A, GCC paragraph 16.3, p.53 of 60: payments must be made promptly and no later than 30 days after submission of an invoice or claim. Related: Volume 1A, GCC paragraph 27.5, pp.57-58 of 60: during a dispute the parties continue performance and ATNS must pay monies due; no project-specific late-payment interest, suspension or extension-of-time remedy was identified in the supplied tender set.	Can ATNS please confirm the contractual remedy if ATNS does not pay a certified and undisputed amount within the 30-day period in GCC paragraph 16.3? Will overdue amounts attract interest or financing charges, and after what period of non-payment may the contractor suspend affected performance and/or receive an extension of time without incurring delay penalties?	Invoices will be paid in terms of clause 2.15.16.2 of the Volume 1B and not clause 16.3 of the GCC. If ATNS does not pay a certified and undisputed amount within 30 days, the Contractor will have to rely on its common law remedies. Any changes to the contractual remedies may be negotiated between the parties, if the Bidder is selected as the preferred Bidder who ATNS may engage in contract negotiations with
48	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.14.1.1, p.44 of 75: ATNS may purchase additional quantities for up to 60 months from the Effective Date at prices reflecting the scale of Order. Related: Volume 1B, paragraph 1.1.90, p.10: Acquisition Phase is three years; paragraph 2.15.15.1.2.1, p.48 addresses option exchange-rate risk under the Acquisition Phase; paragraph 2.15.1, p.46 distinguishes fixed and non-fixed prices.	Can ATNS please clarify the pricing commitment expected for additional quantities ordered at any time during the 60-month option period in paragraph 2.14.1.1? Must the tendered unit prices remain fixed in Rand for the full 60 months, or may they be adjusted at the time the option is exercised for OEM price escalation, local escalation and exchange-rate movement? If adjustment is permitted, please identify the applicable basis/formula.	The additional quantitites ordered for any part of the 60-month option period that falls within the Acquistion Phase shall be fixed at the tendered unit prices. The additional quantities ordered for any part of the 60-month option period that falls within the Support and Maintenance Phase shall be subject to CPI escalations if the OEM is based in South Africa or subject to the Spot Rate if the OEM is based outside of South Africa.
49	26 October 2026	AME Aviation (Pty) Ltd	Volume 1B, paragraph 2.18.8.12-paragraph 2.18.8.13, p.58 of 75: security is reduced by 50% after Acceptance of the last part of the Supplies and Services and the residual is released at Final Acceptance. Related: Volume 1A, GCC paragraph 7.4, pp.49-50 of 60: performance security is discharged not later than 30 days following completion of performance obligations, including warranty obligations, unless otherwise specified in SCC.	Can ATNS please explain how the 20% Performance-Based Security is intended to reduce and be released over the Acquisition/PBU period? Please identify the event or certificate that triggers the 50% reduction and the event or certificate that triggers release of the remaining balance, and confirm whether these project-specific provisions govern over GCC paragraph 7.4.	Once the Engineer has issued the Acceptance Certificate in respect of the Acceptance Testing of the last of any of the Supplies and Services, the Contractor may request the Engineer to provide written confirmation and instruction to the Guarantor to reduce the Performance Guarantee by 50%, i.e. 10% of the Performance Guarantee will be surrendered by ATNS. Once the Engineer has issued the Certificate for Final Acceptance, the Contractor may request the Engineer to provide written confirmation and instruction to the Guarantor to fully release the Performance Guarantee, i.e. the remaining 10% of the Performance Guarantee will be surrendered by ATNS. The trigger for the reduction is thus the issuing of the Acceptance Certificate by the Engineer for SAT of the last site. The trigger for the final release is thus the issuing of the Final Acceptance Certificate by the Engineer. The project-specific provisions constitute Special Conditions of Contact ("**SCC**") and will take precedence over the GCC.
50	26 October 2026	AME Aviation (Pty) Ltd	Volume 1C, worksheet G2_2 ILS: the sheet is identified as Item G2.2 and Item Description “Integrated Logistic Support”. Related: The abbreviation ILS is used for Integrated Logistic Support; clarification is sought only to confirm that the issued G2.2 worksheet is the intended pricing schedule for this HF Replacement tender.	Can ATNS please confirm that the Volume 1C worksheet titled “G2_2 ILS” is the G2.2 Integrated Logistic Support pricing schedule and should be completed as issued?	ATNS confirms that G2_2 ILS must be populated with pricing associated with all Integrated Logistic Support services/ items.
51	15 October 2026	AME Aviation (Pty) Ltd	Volume 1A Bid closing date	Request for an extension of the tender closing date - least four weeks, to no earlier than Monday, 14 December 2026 at 14:00 CAT	The bid closing date is extended to extended to 30 November 2026.ATNS will not extend beyond this date
52	22 October 2026	HENSOLDT	Volume 1A Bid closing date	HENSOLDT South Africa (Pty) Ltd hereby wish to request an extension of the submission date of the abovementioned tender to 30 November 2026.	The bid closing date is extended to extended to 30 November 2026. ATNS will not extend beyond this date
53	29 October 2026	K3M Engineering Group	Volume 1A Bid closing date	Request for Extension of Tender Submission Deadline by a Minimum of 1 Week	The bid closing date is extended to extended to 30 November 2026. ATNS will not extend beyond this date