**AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD**

**REPUBLIC OF SOUTH AFRICA**

****

**REQUEST FOR PROPOSAL: ATNS/RFP/043/22/23**

**VHF COASTAL COVERAGE PROJECT**

**Replacement of VHF Infrastructure and Equipment Shelters**

**VOLUME 1A**

**September 2022**

**The information contained within this document is confidential to ATNS in all respects and it is hereby acknowledged that the information as 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 it’s representative.**

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| --- |
| BID SUMMARY |

|  |  |
| --- | --- |
| **RFP REFERENCE NUMBER:** | ATNS/RFP/043/21/22 |
| **CLOSING DATE:** | **10 October 2022** |
| **CLOSING TIME:** | 14:00, CAT (no late and or facsimile responses will be accepted) |
| **NON-COMPULSORY BRIEFING SESSION** | A virtual briefing session will be held via the Teams platform  DATE: 23 September 2022  TIME: 11:00, CAT  Bidders who are willing to be part of the virtual Teams tender briefing session must send an email to [tenders@atns.co.za](mailto:tenders@atns.co.za) and copy andyn@atns.co.za to express their interest to do so by no later than 22 September 2022 at 16:00 CAT. |
| **BID VALIDITY PERIOD:** | 180 days (commencing from Bid closing date) |
| **DESCRIPTION:** | APPOINTMENT OF A SERVICE PROVIDER FOR THE VHF COASTAL COVERAGE PROJECT (REPLACEMENT OF VHF INFRASTRUCTURE AND EQUIPMENT SHELTERS) FOR A PERIOD OF THREE (3) YEARS INSTALLATION AND FOR 15 YEARS SUPPORT |
| **DEPOSITED IN THE BID BOX SITUATED AT:**  **OR**  **SUBMITTED ONLINE VIA A LINK TO BE SHARED: SEND AN EMAIL TO** [**tenders@atns.co.za**](mailto:tenders@atns.co.za) | ATNS SOC Limited,  Eastgate Office Park, Block C,  South Boulevard Road.  tenders@atns.co.za to express interest to do so. On the email bidders must specify on the subject line – the tender number and description. A link will be shared with the bidder upon receipt of their intention to submit a bid online. |
| **Procurement Specialist:** | Andy Ngubane |
| **Telephone:** | (011) 607 1000 |
| **E-mail:** | [andyn@atns.co.za](mailto:andyn@atns.co.za) |

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

**BIDDING STRUCTURE**

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

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

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

|  |  |  |
| --- | --- | --- |
| **HAS AN ORIGINAL VALID TAX CLEARANCE CERTIFICATE/S BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS** | | |
| **YES** | **NO** |
|  |  |

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

**SIGNATURE OF :**

………………………………………………………… DATE: ……………………

…………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED:

|  |
| --- |
| IMPORTANT NOTICE |

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

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

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

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

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# GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

## Background and Introduction

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

Standing strong with over 1100 employees, ATNS strives to continuously provide safe airspace, orderly, expeditious and efficient management of Air Traffic Management services. The company operates at 21 aerodromes within the country, including OR Tambo, Cape Town and King Shaka International Airports.

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

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

**Vision**

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

**Mission**

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

* Our business is driven through our embedded Values, being:
* Accountability
* Safety and customer service
* Continuous improvement and innovation
* Employee engagement and development
* Fairness and consistency
* Open and effective communication

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

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

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

**Regulated Business**

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

Air navigation services and infrastructure

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

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

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

Air traffic service charges

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

Training institution

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

**Non-Regulated Business**

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

Additional information is available on ATNS website – [www.atns.co.za](http://www.atns.co.za)

## Purpose of the Bid

The goal of the VHF Coastal Coverage Project is to replace, within a period of 2 to 3 years, the current VHF systems, as identified herein, including their supporting infrastructure to address the end of life and to ensure enough coverage along the coastal route between King Shaka and George.

The project caters for the full replacement of the existing VHF network within the coastal area between George Airport and King Shaka International Airport and expanding the network to support the required coverage, while at the same time ensuring that the supporting infrastructure is upgraded to support the VHF system for the next 15 years.

This project will also include:

* Decommissioning of existing equipment;
* Disposal of the existing equipment in line with the ATNS processes and procedures,
* Addressing electrical requirements and issuing of Electrical Compliance Certificate,
* Installation of new VHF equipment,
* Commissioning of new VHF equipment,
* Replacement of shelter and security measures (where applicable)
* Refurbishment of buildings and security measures (where applicable)
* Replacement of the existing Remote-Control Monitoring and Management System (RCMMS);
* Provision of basic and advanced training to maintenance personnel; and
* Maintenance and support of the VHF systems.

## Acquisition strategy

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

# GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

## Correspondence during Bid Period

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

### All correspondence to ATNS shall be in writing and addressed to:

Procurement Specialist: Andy Ngubane - [andyn@atns.co.za](mailto:andyn@atns.co.za) OR [tenders@atns.co.za](mailto:tenders@atns.co.za)

ATNS Company Limited,

Eastgate Office Park, Block C,

South Boulevard Road,

Bruma

2298

South Africa

### All correspondence shall be made as follows:

Ref No : ATNS/RFP/043/22/23

Date : Day Month Year

To : ATNS SOC Ltd

From : Name of Bidder

Subject: VHF COASTAL COVERAGE PROJECT

## Failure to Adhere to Instructions

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

### Preparation of Bid

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

* **Parcel A - Commercial Proposal; Financials and Price Structure (Response to Volume 1A, 1B and 1C); and**
* **Parcel B - Technical Proposal (Response to Technical Specifications Volume 2, 3 and 4)**

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

| **Parcel A**  **Index** | **Commercial Proposal; Financials**  **and Price Structure** | **Confirm**  **Submission**  **with X** |
| --- | --- | --- |
| A1 | Company Information including   * Registration documents, |  |
| A2 | List of proposed Joint Ventures/Sub-contractors/Partners including details of company shareholders and the percentage shareholding. |  |
| A3 | Valid B-BBEE Certificate from accredited SANAS Agency or an EME Affidavit certified by commissioner of oath. |  |
| A4 | Valid Tax pin. |  |
| A5 | Pricing/Proposed Rates |  |
| A6 | Returnable Forms |  |

Parcel B - Functional Proposal: Response to the Scope – labelled and tabbed as per Volume 2, 3 and 4.

| **Parcel B**  **Index** | **Technical Proposal** | **Confirm**  **Submission**  **with X** |
| --- | --- | --- |
| B1 | Technical System Specifications |  |
| B2 | Project Management Specifications. |  |
| B3 | Logistic Support Specifications |  |

# BID SUBMISSION CONDITIONS AND INSTRUCTIONS

## FRAUD AND CORRUPTION

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

## NON-COMPULSORY BRIEFING SESSION

### A virtual briefing session will be held on 23 September 2022.

|  |  |  |  |
| --- | --- | --- | --- |
| **Date** | **Activity** | **Location / Nearest Town** | **Time / meeting** |
| 23 September 2022 | Non Compulsory- Briefing Session | Virtual Teams Meeting | 11:00, CAT |

### Bidders should arrange their own transport and accommodation as ATNS will not be facilitating transportation and accommodation associated with these site briefing

### Bidders should bring their own copies of the bid documentation to the briefing session as bid documents will not be made available at the session.

### Any individual wishing to bid must attend the session in person or send a representative. Any organisation wishing to bid must send a representative. For bids from a Consortium or Joint Venture, a representative of at least one of the organisations must attend the session. Bids from individuals, organisations or consortia of organisations that have not met the attendance requirements will not be considered.

### Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is preferably to be requested at the briefing session. Bidders are advised to study this document before attending the session and to have all their questions ready.

### All bidders attending will be issued with minutes of the session within the closing date of bid, forwarded electronically upon request.

### Bidders could request ad-hoc site visits to other facilities covered within this tender by requesting these visits through the clarification process (refer to Paragraph 3.3).

## CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to Andy Ngubane at: andyn@atns.co.za not later than 16:00 CAT on 10 October 2022. A reply will be published on ATNS website [www.atns.co.za](http://www.atns.co.za) under Tenders section. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all by e-mail only.

## SUBMISSION OF BIDS

### Bids shall be submitted in two separate Parcels. Parcel A shall be Response to Volume 1A, 1B and 1C. Parcel B shall be response to Volume 2, 3 and 4. Each parcel shall be prepared to contain; 1 (one) original and two (2) copies i.e. three (3) documents and soft copy (PDF format) on a movable storage medium (CD or USB disk), each sealed and addressed in accordance with the following requirements:-

#### The name and address of the bidder;

#### The Bid Number;

#### The closing date of the Bid indicated on the envelope.

#### A Cover Letter, signed by the authorised representative of each member of the Biding Entity, Consortium or Joint Venture, which shall contain

#### List of Bid Proposal Documents and an Index of the contents therein;

#### Particular points to which the bidder wishes to draw ATNS’s attention in his Commercial Proposal and Technical Proposal.

#### The parcels shall not contain documents relating to any Bid other than that shown on the envelope.

### Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the designation “Original” or “Copy”, as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked and numbered as “Copy 1/3”.

### All Bid Response documents to be submitted shall be hand delivered to ATNS not later than the time and date specified on this document.

### No Bids forwarded by telegram, telex, facsimile, e-mail, or similar medium will be considered except hand delivered bids and online submissions through the link created by ATNS.

### Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.

### The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the bidder and initialized on each and every page of the Bid Response.

### Bid responses sent by post or courier must reach this office at least 36 hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a “late proposal/response” and will not be entertained.

### The Bid Documents shall be hand delivered to:

ATNS SOC Limited,

Eastgate Office Park, Block C,

South Boulevard Road,

Bruma,

2298

South Africa;

OR

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

### No later than 14:00 **on 10 October 2022** , Central African Time at which time the Bid Proposals will be collected.

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

## LATE BIDS

### Bids received late shall not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) box shall be locked at exactly 14:00 CAT 10 October 2022 and bids arriving late will not be considered under any circumstances.

### Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest to do so. A link will be shared with the bidder for uploading the documents on a secure online portal.   On the email they must specify – the tender number and description on the subject line.

### Bidders are therefore strongly advised to ensure that bids are delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.

## NEGOTIATION AND CONTRACTING

### ATNS have the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.

### ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.

### A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties. The designated responsible person of ATNS is the Chief Executive Officer (CEO) or his written authorised delegate.

### Under no circumstances will negotiation with any bidder constitute an award or promise / undertaking to award the contract.

## ACCESS TO INFORMATION

### All bidders will be informed of the status of their bid once the procurement process has been completed.

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

## REASONS FOR REJECTION

### 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.

### ATNS may disregard the bid of any bidder if that, or any of its directors:

### Have abused the SCM system of ATNS.

### Have committed proven fraud or any other improper conduct in relation to such system.

### Have failed to perform on any previous contract and the proof exists.

### Such actions shall be communicated to the National Treasury.

## CANCELLATION OF PROCUREMENT PROCESS

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

# CONTRACT TERMS

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

# DISCLAIMER

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

**BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED**

# EVALUATION PROCESS

## COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

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

## FUNCTIONALITY, PRICE AND PREFERENCE POINTS

### All remaining bids as per paragraph 6.1.1 will be evaluated as follows:

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

### **The Second stage**, Bids will be evaluated forthe stipulated technical mandatory requirements. Bidders that fail to meet all the required mandatory requirements will be disqualified from further evaluations.

### **The Third stage**, Bids will be evaluated for functionality of which (100 points) shall be awarded for functionality. A bid will be considered further if it achieves the minimum 80 % prescribed qualifying score for functionality. Bids that fail to achieve the minimum qualifying score for functionality will be disqualified for further evaluation.

### **The Fourth stage**, bids will be evaluated in terms of the **80/20** or **90/10 preference point systems.** Only bids that **achieve the minimum qualifying score/percentage** for functionality will be evaluated in accordance with the **80/20 or 90/10** preference point system.

## PREFERENTIAL PROCUREMENT REFORM:

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

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

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

In addition, the Preferential Procurement (PP) requirements as per the ATNS Procurement Policy which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. ***In particular, ATNS shall give preference to suppliers with B-BBEE contribution level 1 to level 4. Furthermore, priority shall be given to the following:***

* at least EME or QSE ≥ 51% Black Owned Suppliers.
* at least EME or QSE ≥ 51% Black Woman Owned Suppliers.
* at least EME or QSE ≥ 51% Black Youth Owned Suppliers.
* at least EME or QSE ≥ 51% Black Woman Youth Owned Suppliers.
* at least
* at least EME or QSE ≥ 51% Black Woman Owned Supplier with Disabilities.
* at least EME or QSE ≥ 51% Black Owned Suppliers living in rural or underdeveloped areas or townships.
* at least EME or QSE ≥ 51% Black Woman Owned Suppliers living in rural or underdeveloped areas or townships.
* at least EME or QSE ≥ 51% Black Owned Suppliers who are military veterans.
* at least EME or QSE ≥ 51% Black Woman Owned Suppliers who are military veterans.

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

Partnership must be in the form of Joint Ventures/Consortium/Partners Agreement between compliant B-BBEE and non-B-BBEE Organisation/or foreign supplier in order to meet the policy requirements. A minimum of 30% of contract value of the value of the contract for contracts above R30 million shall be sub-contracted to EME or QSE supplier that meets the preference requirements as stated above.

All responsive Bid offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. **The 80/20 or 90/10 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000**.

Functional thresholds have been set for the individual Volumes. These thresholds are:

* Volume 2: 80%
* Volume 3: 70%
* Volume 4: 70%

Overall threshold 80%

Only bidders who meet all three thresholds will be evaluated further in terms of Price and B-BBEE.

## Bid Response Evaluation

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

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

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

#### Mandatory Requirements: FAILURE TO ADHERE TO THE BID SUBMISSION INSTRUCTIONS SHALL RESULT IN THE BID BEING RENDERED UNRESPONSIVE AND ELIMINATED FROM FURTHER EVALUTION. The table below summarises the required adherence to the submission instructions and shall also be used by the bidder as a checklist for the completeness of the submission:

| **No** | **Requirement** | **Comply** | **Do not**  **comply** |
| --- | --- | --- | --- |
| **1** | South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of oath. |  |  |
| **2** | Is the Bid divided into commercial (Vol 1) and technical (Vol 2 -4 (if applicable) submissions? |  |  |
| **3** | Signed JV/Consortium agreement with clear illustration of portion of work and contract value % that the local EME or QSE will be responsible for. |  |  |
| **4** | Bidders must submit a workable plan to train and promote black businesses or individuals through meaningful participation in this project. |  |  |
| **5** | Compliance with Mandatory items in Volume 2, Volume 3 and Volume 4, as summarised in Appendix B. |  |  |

#### **Transformation: Preference Criteria (Preferential Procurement (PP) requirements.** The table below summarises the required adherence to the Preferential Procurement (PP) requirements and shall also be used by the bidder as a checklist for the completeness of the submission. Bidders not meeting the PP requirements of the requirement 1 (1.1 to 1.11) must complete requirement 2 (2.1 & 2.2) and provide supporting documents as illustrated in the table below. **FAILURE ADHERE TO THE TRANSFORMATIONAL REQUIREMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION:**

|  |  |  |  |
| --- | --- | --- | --- |
| **REFERENCE** | **REQUIREMENT** | **YES** | **NO** |
| 1 | Does the bidder meet the Preferential Procurement requirements? (if Yes, indicate by tick below, if No complete section 2 below) |  |  |
| 1.1 | Suppliers with BEE contribution: Level 1- 4 (this requirement is a must for local suppliers) |  |  |
| 1.2 | at least EME or QSE ≥ 51% Black Owned Suppliers |  |  |
| 1.3 | at least EME or QSE ≥ 51% Black Woman Owned Suppliers |  |  |
| 1.4 | at least EME or QSE ≥ 51% Black Youth Owned Suppliers |  |  |
| 1.5 | at least |  |  |
| 1.6 | at least EME or QSE ≥ 51% Black Owned Supplier with Disabilities |  |  |
| 1.7 | at least EME or QSE ≥ 51% Black Woman Owned Supplier with Disabilities |  |  |
| 1.8 | at least EME or QSE ≥ 51% Black Owned Suppliers living in rural or underdeveloped areas or townships |  |  |
| 1.9 | at least EME or QSE ≥ 51% Black Woman Owned Suppliers living in rural or underdeveloped areas or townships |  |  |
| 1.10 | at least EME or QSE ≥ 51% Black Owned Suppliers who are military veterans |  |  |
| 1.11 | at least EME or QSE ≥ 51% Black Woman Owned Suppliers who are military veterans |  |  |
| 2 | Bidders not meeting ownership requirements shall be required to enter into a partnering agreement with a South African supplier that meets the PP Requirements: (if Yes, Please complete item 2.1 & 2.2. attach supporting documents) |  |  |
| 2.1 | Bidders must submit a workable plan to train and promote black businesses or individuals through meaningful participation in this project. |  |  |
| 2.2 | Bidders must submit a clear work plan illustrating work share with the local supplier/partner (clearly illustrating the portion of work that the local EME or QSE will be responsible for and clear confirmation of 30% of the total contract value subcontracted to the local EME or QSE). |  |  |

Only bidders that comply with the above mandatory and transformational requirements 1 or 2: (2.1; 2.2) will be evaluated further

### First stage: Technical Mandatory Requirements bidders will be evaluated forthe stipulated technical mandatory requirements on Appendix A of volume 1A. Bidders that fail to meet all the required mandatory requirements will be disqualified from further evaluations.

### Second Stage: Functionality Evaluation

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

#### Evaluation Criteria

The relative weighting of the Functional and Technical Evaluation criteria is summarised below:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Relative**  **Weight** |
| Functional technical Specification (VOLUME 2) | **70%** |
| Project Management (VOLUME 3) | **15%** |
| Logistics Support (VOLUME 4) | **15%** |
| **Grand Total** | **100%** |

Refer to Appendix B of Volume 1A for the detailed breakdown of the weighting per line item or specification paragraph.

### Third Stage - Price/B-BBEE Evaluation

#### Bidders who exceed the minimum volume thresholds AND the Overall 80% threshold will be evaluated in terms of the 80/20 or 90/10 preference point system, where a maximum of 80 or 90 points are allocated for price and a maximum of 20 or 10 points are allocated in respect of the level of B-BBEE contribution of the .

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

|  |  |  |
| --- | --- | --- |
| **B-BBEE status Level**  **of Contributor** | **Number of Points**  **(80/20 system)** | **Number of Points**  **(90/10 system)** |
| 1 | 20 | 10 |
| 2 | 18 | 9 |
| 3 | **14** | ***6*** |
| 4 | 12 | 5 |
| 5 | 8 | 4 |
| 6 | 6 | 3 |
| 7 | 4 | 2 |
| 8 | 2 | 1 |
| Non-Compliant contributor | 0 | 0 |

#### A bidder shall not be awarded points for B-BBEE status level of contributor if the Bid documents indicate that the bidder intends subcontracting (JV or Consortium) **more than 25%** of the value of the contract to any other person not qualifying for at least the points that the qualifies for, unless the intended subcontractor (JV or Consortium) is an EME that has the capability to execute the subcontract.

#### The points scored by a tenderer for B-BBEE contribution will be added to the points scored for price.

#### The points scored will be rounded off to the nearest two decimal places.

## CRITERIA FOR CONTRACTS AWARD

### Preferential Procurement (PP) Requirements

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

### Criteria for breaking deadlock in scoring

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

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

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

# FORM OF BID

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| CLOSING TIME: | |  | | ON |  | | |
|  | | | | | | BID NO. | | | | |  | | |
|  | | | | | | | | |  | | |  | |
| VALIDITY: **180 DAYS** | | | | NAME OF BIDDER: | | | ..................................................  .................................................. | | | | | | |
|  | | | |  | | |  | | | | | | |
| ITEM NO. | QUANTITY | | DESCRIPTION | | | | | | | BID PRICE IN RSA CURRENCY  BID PRICE MUST EXCLUDE VALUE-ADDED TAX | | | |
|  |  | |  | | | | | | |  | | | |
| 1 |  | | Supply, delivery, installation (Volume 2) | | | | | | | R | | | |
| 2 |  | | Project management (Volume 3) | | | | | | | R | | | |
| 3 |  | | Logistic support services (Volume 4) | | | | | | | R | | | |
|  |  | | Total Bid Price | | | | | | | R | | | |
|  |  | | Alternative Offers (Bidder to advise) | | | | | | | R | | | |
| Manufacturer, type and model | | | | | | .....................................…….......... | | | | | | | |
|  | | | | | |  | | | | | | | |
| Country of manufacture | | | | | | ..........................................……..... | | | | | | | |
|  | | | | | |  | | | | | | | |
| Is the offer strictly to specification? | | | | | | YES / NO | | | | |  | | |
|  | | | | | |  | | | | | | | |
| If not to specification, state deviations | | | | | | ..............................................……. | | | | | | | |
|  | | | | | |  | | | | | | | |
| Contract period excluding guarantee period | | | | | | ..............……................................. | | | | | | | |
|  | | | | | |  | | | | | | | |
| Is the price quoted fixed? | | | | | | YES / NO | | | | |  | | |
|  | | | | | |  | | | | | | | |
| Is the delivery and installation period fixed? | | | | | | YES / NO | | | | |  | | |
|  | | | | | |  | | | | | | | |
| Are the supplies/services guaranteed as required in the Bid specification? | | | | | | YES / NO | | | | |  | | |
|  | | | | | |  | | | | | | | |
| If a guarantee is not specifically required in the Bid specification, are the Supplies/ services guaranteed? | | | | | | YES / NO | | | | |  | | |
|  | | | | | |  | | | | | | | |
| Are you the accredited agent for the manufacturers of the equipment offered? | | | | | | YES / NO | | | | |  | | |
|  | | | | | |  | | | | | | | |
| Where in the Republic of South Africa can a machine/equipment of the type offered by you be inspected under working conditions? | | | | | | ............................……................... | | | | | | | |
|  | | | | | |  | | | | | | | |
| What are the names and addresses of the factories where the supplies will be manufactured? | | | | | | .................................…….............. | | | | | | | |
|  | | | | | |  | | | | | | | |
| What is the approximate value of spares carried in stock in the Republic of South Africa for the equipment offered? | | | | | | R....................................……........ | | | | | | | |
| Furnish full particulars (separately if necessary) of the arrangements which can be made by you for the efficient servicing/maintenance of the supplies/services locally | | | | | | ............................................……... | | | | | | | |
|  | | | | | |  | | | | | | | |
| In respect of supplies to be specially imported, indicate - | | | | | |  | | | | | | | |
|  | | | | | |  | | | | | | | |
| (i) | Whether a special import permit is required? | | | | | YES / NO | | | | |  | | |
|  |  | | | | |  | | | | | | | |
| (ii) | The name and address of the person or company to whom payment is to be made abroad | | | | | ..............................................……. | | | | | | | |
|  |  | | | | |  | | | | | | | |
| (iii) | The amount in foreign currency to be paid by you abroad  (See **Volume 1B**, paragraph 2.16.15.1) | | | | | .............................................…….. | | | | | | | |
|  |  | | | | |  | | | | | | | |
| (iv) | What ruling rate of exchange (at date of Bid) was applied in the conversion of this amount to South African currency (See Volume 1B, paragraph 2.16.15.1 and what was the date when this rate applied) | | | | | ..............................................……. | | | | | | | |
| \* Price as reflected on form must include all customs and/or other duties, delivery and installation costs. Bids on a basis of c.i.f. or in bond, or qualified to the effect that bills of entry are to be furnished may be disqualified.  Rate of Exchange Variation  Installation Contract:  Upon Contract award, the contractor shall hedge the foreign content, and immediately provide same to ATNS. Any variation between the quoted rate in the Price Schedule, and Hedged Rate shall be for the account or credit of the contractor.  Option and CVO:  Any options or Contract Variation Orders shall be hedged upon the receipt of an Order by the Contractor, and any variation between the quoted rate and Hedged Rate shall be for the account or credit of the Contractor.  Support Contract  At the commencement of each of support, The Contractor shall Hedge the foreign content for that year, and any variation between the quoted rate of the Price Schedule and the Hedged Rate shall be for the account or credit of ATNS.  Rules that apply when exchange cover on a fixed term basis is a condition of the contract:  The Contractor shall, within 14 fourteen days of receipt of the contract (or if an export permit is required within 14 [fourteen] days after receipt of such permit) or such extended period as agreed upon at the time, arrange exchange cover for the total exchange amount which cover may not exceed the contractual term and shall be transferred abroad on a fixed term basis. Once the currency futures have been issued, the Company's finance division must be provided with a copy of such currency futures.  Should the currency futures not be taken out within the prescribed period, then, subject to the provisions of paragraph one of the following two rates, whichever is to the best advantage of the company, shall be used for calculation purposes:   * the spot rate applicable on the last day of the prescribed period; * the actual rate applicable to the currency futures. | | | | | | | | | | | | |

# CONFIDENTIALITY AGREEMENT

**For the Attention of The Senior Manager: Procurement**

ATNS Company Limited,

Eastgate Office Park, Block C,

South Boulevard Road,

Bruma,

2298

E-Mail: andyn@atns.co.za

(Date)

Dear Sirs,

(Name)

**Agreement on Confidentiality of Bid Document**

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

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

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

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

Yours faithfully,

for and on behalf of [Bidder’s Name] Witnessed by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name : Name:

Title : Title :

# FORM OF QUESTIONNAIRE

Ref. No : (Reference No.)

Date :

**For the Attention of Procurement Specialist**

ATNS Company Limited,

Eastgate Office Park, Block C,

South Boulevard Road,

Bruma,

2298

E-Mail: andyn@atns.co.za

From : (Name of, Consortium or Consortium Leader)

(Name of Responsible Person and Department)

Fax No : (Area code - Number)

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

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

(Title of subject matter in question)

|  |  |  |
| --- | --- | --- |
| **No.** | **Paragraph No. in RFB**  **or**  **Bid Document** | **Questions** |
|  |  |  |

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

# CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

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

|  |
| --- |
| NB: Has the following forms been fully completed, signed and submitted with your proposal |

| **No.** | **Documentation** | **Checked by** | **Checked by**  **Procurement**  **Specialist** |
| --- | --- | --- | --- |
| 10.1 | Valid tax compliance report and pin |  |  |
| 10.2 | Declaration of interest – SBD 4 |  |  |
| 10.3 | Preference point claim – SBD 6.1 |  |  |
| 10.4 | Contract Form (rendering of services) – SBD 7.1 |  |  |
| 10.7 | ID Documents of Directors/Shareholders |  |  |
| 10.8 | ATNS Form D |  |  |
| 10.9 | Company Registration Documents |  |  |
| 10.10 | Company Profile |  |  |
| 10.11 | 2 years Audited Financial Statements |  |  |
| 10.12 | Submitted One (1) original, two (2) hard copies and one (1) electronic copy (on CD or USB) in PDF format. |  |  |

# SBD4 - DECLARATION OF INTEREST

**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.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) 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 State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **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[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

* 1. 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

# SBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS
   1. The following preference point systems are applicable to all bids:
      1. the 80/20 system for requirements with a Rand value of up to **R50 000 000** (all applicable taxes included); and
      2. the 90/10 system for requirements with a Rand value above R50 000 001 (all applicable taxes included).
   2. The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the……………………system shall be applicable.
   3. Preference points for this bid shall be awarded for “Price” and “B-BBEE Status Level of Contribution”.
      1. The maximum points for this bid are allocated as follows:

POINTS

* + - 1. PRICE …………..
      2. B-BBEE STATUS LEVEL OF CONTRIBUTION …………...

Total points for Price and B-BBEE must not exceed 100

* 1. Failure on the part of a to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or original affidavit certified by commissioner of oath together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
  2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1. DEFINITIONS
   1. “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
   2. “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
   3. “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
   4. “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
   5. “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic, 2000 (Act No. 5 of 2000);
   6. “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
   7. “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
   8. “contract” means the agreement that results from the acceptance of a bid by an organ of state;
   9. “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
   10. “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
   11. “non-firm prices” means all prices other than “firm” prices;
   12. “person” includes a juristic person;
   13. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
   14. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
   15. “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
   16. “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
   17. “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
2. ADJUDICATION USING A POINT SYSTEM
   1. The obtaining the highest number of total points will be awarded the contract.
   2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
   3. Points scored must be rounded off to the nearest 2 decimal places.
   4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
   5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
   6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
3. POINTS AWARDED FOR PRICE
   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 | 90/10 |
|  |  |

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

|  |  |  |
| --- | --- | --- |
| **B-BBEE Status Level of**  **Contributor** | **Number of points**  **(90/10 system)** | **Number of points**  **(80/20 system)** |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

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

1. BID DECLARATION
   1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1
   1. B-BBEE Status Level of Contribution: …………. = ……………(maximum of 10 or 20points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

1. SUB-CONTRACTING
   1. Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)
      1. If yes, indicate:
         1. what percentage of the contract will be subcontracted?

............……………….…%

* + - 1. the name of the sub-contractor?

………………………………………………………………………………………………………….

* + - 1. the B-BBEE status level of the sub-contractor?

…………………………………………………………………………………………………………

* + - 1. whether the sub-contractor is an EME? YES/NO (delete which is not applicable)

1. DECLARATION WITH REGARD TO COMPANY/FIRM
   1. Name of Company/Firm : ...............................................................................................
   2. VAT Registration Number : ..............................................................................................
   3. Company Registration Number: …..………………………………………………………………..
   4. Type of the Company/Firm [Tick applicable box]

|  |  |
| --- | --- |
|  | Partnership/Joint Venture / Consortium |
|  | One person business/sole propriety |
|  | Close corporation |
|  | Company |
|  | (Pty) Limited |

* 1. Describe Principle Business Activities

………………………………………………………………………………………………………

………………………………………………………………………………………………………

………………………………………………………………………………………………………

………………………………………………………………………………………………………

* 1. Company Classification [Tick applicable box]

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

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

……………………………………………………………………………………………………………

* 1. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:
     1. The information furnished is true and correct;
     2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
     3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
     4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
        1. disqualify the person from the bidding process;
        2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
        3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
        4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audialterampartem (hear the other side) rule has been applied; and
        5. forward the matter for criminal prosecution

WITNESSES:

1. ………………………………………

2. ………………………………………

……………………………………

SIGNATURE(S) OF BIDDER(S)

ADDRESS:……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

DATE: ………………………………………………………………………………………………………..

# SBD 7.1 - CONTRACT FORM - RENDERING OF SERVICES

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

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

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

|  |  |  |
| --- | --- | --- |
| NAME (PRINT) | ………………………………………………… | WITNESSES |
| CAPACITY | ………………………………………………… | 1………………………………. |
| SIGNATURE | ………………………………………………… |  |
| NAME OF FIRM | ………………………………………………. | 2………..………………………. |
| DATE | ………………………………………………… |  |

# SBD 7.2 - CONTRACT FORM - RENDERING OF SERVICES

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNED AT | …………………………………….. | | ON ……………………………… |
|  | | | |
| NAME (PRINT) | ………………………………………………… | | WITNESSES |
| SIGNATURE | ………………………………………………… | | 1………………………………. |
|  | | |  |
| OFFICIAL STAMP | |  | 2………..………………………. |
|  | |  |  |
|  | |  | DATE…………………………… |
|  | |  |  |
|  | |  |  |

# SBD 8 - DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   1. abused the institution’s supply chain management system;
   2. committed fraud or any other improper conduct in relation to such system; or
   3. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Question** | **Yes** | **No** |
| 4.1 | Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audialterampartem rule was applied).  **The Database of Restricted Suppliers now resides on the National Treasury’s website (**[**www.treasury.gov.za**](http://www.treasury.gov.za)**) and can be accessed by clicking on its link at the bottom of the home page.** |  |  |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  **The Register for Bid Defaulters can be accessed on the National Treasury’s website (**[**www.treasury.gov.za**](http://www.treasury.gov.za)**) by clicking on its link at the bottom of the home page.** |  |  |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? |  |  |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? |  |  |
| 4.4.1 | If so, furnish particulars: | | |

1. **PROTECTION OF PERSONAL INFORMATION** 
   1. The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the aforegoing, 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.
   2. The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
   3. Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
      1. 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;
      2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
         1. the unauthorised or unlawful processing of such Personal Information; and
         2. the accidental loss or destruction of, or damage to, such Personal Information; and
         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.
   4. The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of obligations or warranties.
   5. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
   6. The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.
   7. The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider’s breach of this clause.
2. **POPIA CONSENT** 
   1. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
      1. The information is voluntarily supplied, without undue influence from any party; and
      2. The information is necessary for the purposes of the engagement with ATNS.
   2. The tenderer acknowledges that he /she is aware of his/her right to:
      1. Access the information at any reasonable time for the purposes of rectification thereof;
      2. Object to the processing of the information;

Lodge a complaint with the Information Regulator

# APPENDIX A: MANDATORY COMPLIANCE LIST

The bidder will be disqualified if the supporting documents are not provided.

**MANDATORY REQUIREMENTS**

**VOLUME 2 – TECHNICAL SPECIFICATION**

|  |  |
| --- | --- |
| **Doc**  **Ref** | **Requirement Statement** |
| Chapter 2  Par 1.2.1 [B] | The transmitters shall operate with 25 kHz and 8.33 kHz channel spacing. Bidders shall submit referenced documentation to support compliance. (M) |
| Chapter 2  Par 2.1 [B] | The receiver shall have the SCT (Simultaneous Call Transmission) detection functionality built in within the radio and have the capability to send alert messages when simultaneous ATC/Pilot transmissions are detected. (M)  Compliance shall be reflected in reference documents provided by the Tenderer. (M) |
| Chapter 2  Par 2.2.1 [B] | The receivers shall operate with 25 kHz and 8.33 kHz channel spacing. Bidders shall submit referenced documentation to support compliance. (M) |

**VOLUME 3 – PROJECT MANAGEMENT AND SYSTEMS ENGINEERING**

|  |  |
| --- | --- |
| **Doc**  **Ref** | **Requirement Statement** |
| Chapter 2  Par 2.1 [E] | The Bidder shall present ATNS with a Project Management schedule in the Microsoft Project® format for integration into the ATNS Enterprise Project Management (EPM) system. The Company estimated project duration is 36 months from contract signature. (M) |
| Chapter 3  Par 3.2 [B] | The Plan shall indicate how the transition from the existing installation will be achieved, leading to the commissioning and acceptance of the new system. The Plans are required to indicate how the Contractor will plan and manage the installation and transition, including the cutover and commissioning procedures and the decommissioning and withdrawal from service of existing services. The Bidder shall submit a draft ITC plan that is specific to the project requirements and scope as part of the tender response. (M) |

**VOLUME 4 – LOGISTIC SUPPORT**

|  |  |
| --- | --- |
| **Doc**  **Ref** | **Requirement Statement** |
| Par 4.1.1 [A] | The VHF system, at each site, shall have an availability of 99.98% per year, throughout the system lifespan. The Bidder shall provide the general RAM Models and relevant figures, examples of calculations, and the results of their predictions, as part of their tender. The Bidder shall provide a reference documentation stating where the system was tested and the actual availability figures of that system (M) |
| Par 4.1.2 [A] | The VHF system, at each site, shall have a maximum of four (4) critical failures per year. The Bidder shall provide a reference documentation stating where the system was tested and the actual reliability figures of that system (M) |

# APPENDIX B:

**ELEMENT WEIGHTINGS**

**VOLUME 2 – TECHNICAL SPECIFICATION**

**ELEMENT WEIGHTINGS**

**VOLUME 2 – TECHNICAL SPECIFICATION**

|  |  |  |
| --- | --- | --- |
| **Paragraph** | **Element Name - Volume 2** | **Weighting  (%)** |
|  | **Chapter 1: General Specifications for VHF Coastal Coverage Equipment and Sites** | **23,52** |
| 1 | Introduction |  |
| 2 | General Requirements |  |
| 2,1 | Environmental Conditions | 1,38 |
| 2,2 | Power Supply | 0,35 |
| 2,3 | Standby Power Source | 3,46 |
| 2,4 | Lifespan | 0,35 |
| 2,5 | Modularity | 1,04 |
| 2,6 | Technology | 1,38 |
| 2,7 | Frequency Assignment | 0,35 |
| 2,8 | Cabling | 0,69 |
| 2,9 | Equipment Cabinet | 2,08 |
| 2,1 | Lightning Protection | 1,73 |
| 2,11 | Software | 1,38 |
| 2,12 | Equipment Related Software | 1,04 |
| 2,13 | RCMMS Related Software | 1,04 |
| 2,14 | Built-in Test Equipment (BITE) | 1,04 |
| 2,15 | Test Equipment | 0,69 |
| 2,16 | Burn-In | 0,69 |
| 2,17 | Equipment Installation | 1,38 |
| 2,18 | Electrical Work | 3,46 |
|  |  |  |
|  | **Chapter 2: Specifications for VHF Equipment** | **30,44** |
| 1 | VHF TRANSMITTER |  |
| 1,1 | Design | 0,35 |
| 1,2 | Basic Functions |  |
| 1,2,1 | Transmitting Function | 4,5 |
| 1,2,2 | Monitoring and Control Function | 2,08 |
| 2 | VHF RECEIVER |  |
| 2,1 | Design | 0,69 |
| 2,2 | Basic Functions |  |
| 2,2,1 | Receiving Function | 3,81 |
| 2,2,2 | Monitoring and Control Function | 1,73 |
| 3 | RADIO EQUIPMENT INTERFACE REQUIREMENTS |  |
| 3,1 | Audio Interfaces | 1,38 |
| 3,2 | Contact Signalling Interfaces | 1,04 |
| 3,3 | Push-to-Talk (PTT) Interfaces | 0,35 |
| 3,4 | Squelch Indication Interfaces | 0,69 |
| 3,5 | Serial or USB Interfaces | 0,35 |
| 3,6 | Ethernet Interfaces | 0,35 |
| 3,7 | RF Interfaces | 1,73 |
| 4 | ANTENNA AND RF REQUIREMENTS |  |
| 4,1 | Antenna Specifications | 5,19 |
| 4,2 | VHF Multicouplers and Cavity Filters | 2,08 |
| 4,3 | Earthing | 2,08 |
| 4,5 | Lightning Protection | 1,38 |
| 5 | TRAINING SYSTEMS | 0,69 |
|  |  |  |
|  | **Chapter 3: Specifications for the supply and installation of Remote Control and Monitoring and Management System (RCMMS)** | **12,11** |
| 1 | General | 3,11 |
| 2 | RCMMS Functionality | 9 |
|  |  |  |
|  | **Chapter 4: Specifications for the supply and installation of auxiliary systems and equipment** | **11,76** |
| 1 | Air Conditioning System | 3,11 |
| 2 | BACKUP POWER SUPPLY |  |
| 2,1 | Battery backup | 1,04 |
| 2,2 | UPS backup | 2,08 |
| 3 | MAINTENANCE COMPUTER | 1,04 |
| 4 | Portable Fire Extinguisher | 2,08 |
| 5 | SECURITY SYSTEM | 2,42 |
|  |  |  |
|  | **Chapter 5: Specifications for the supply and installation of equipment shelters, building refurbishment and fencing** | **22,14** |
| 1 | GENERAL |  |
| 1,1 | Design and Specification | 0,35 |
| 1,2 | Contractor Responsibility | 0,69 |
| 1,3 | Shelter Layout | 0,35 |
| 1,4 | Shelter Dimensions | 0,35 |
| 1,5 | Shelter Foundation | 0,35 |
| 1,6 | Shelter Specification |  |
| 1,6,1 | Material and Construction | 5,19 |
| 1,6,2 | Access Door | 1,73 |
| 1,6,3 | Main Equipment Room | 1,73 |
| 1,6,4 | Battery Compartment | 1,38 |
| 1,6,5 | Air Conditioner | 1,38 |
| 1,6,6 | Storing Compartment | 0,35 |
| 1,6,7 | Workbench | 0,35 |
| 1,7 | Fixtures and Miscellaneous |  |
| 1,7,1 | Cable Duct Layout | 1,04 |
| 1,7,2 | Cable Entry Point | 1,73 |
| 1,7,3 | Portable Fire Extinguisher | 0,35 |
| 1,7,4 | OHAS Requirements | 0,69 |
| 2 | BUILDING |  |
| 2 | Building Internal | 1,04 |
| 2,1 | Building Outside | 0,69 |
| 2,2 | Burglar proofing | 0,35 |
| 3 | FENCE | 2,08 |
|  | Total | 100 |
|  |  |  |

**VOLUME 3 – PROJECT MANAGEMENT AND SYSTEMS ENGINEERING**

|  |  |  |
| --- | --- | --- |
| **Paragraph** | **Group Name** | **Weighting**  **(%)** |
| **1** | **GENERAL INSTRUCTIONS TO TENDERERS** |  |
| **2** | **PROJECT MANAGEMENT** | **25.00%** |
| 2.1 | General | 3.500% |
| 2.2 | Project Management Plan | 3.600% |
| 2.3 | Project Status Reports | 3.600% |
| 2.4 | Data Management | 3.600% |
| 2.5 | Progress Review Meetings | 3.500% |
| 2.6 | Work Breakdown Structure | 3.600% |
| 2.7 | Project Resources | 3.600% |
| **3** | **SYSTEM ENGINEERING** | **25.00%** |
| 3.1 | System Engineering Master Plan | 6.250% |
| 3.2 | Installation, Transition and Commissioning (ITC) Plans | 0.000% |
| 3.3 | Health and Safety Management Plan | 6.250% |
| 3.4 | Risk Management Plan | 6.250% |
| 3.5 | Technical Reviews and Meetings | 6.250% |
| 3.6 | Reliability, Availability and Maintainability | 0.000% |
| **4** | **ENVIRONMENTAL MANAGEMENT PROGRAMME** | **25.00%** |
| **5** | **QUALITY ASSURANCE** | **25.00%** |
| 5.1 | Quality Assurance Programs | 6.25% |
| 5.2 | Quality Assurance Audits | 6.25% |
| 5.3 | Responsibility for Quality Assurance | 6.25% |
| 5.4 | Contract Data Requirements List | 6.25% |
|  |  |  |
|  | **TOTAL** | **100%** |

**VOLUME 4 – LOGISTIC SUPPORT**

|  |  |  |
| --- | --- | --- |
| **Paragraph** | **Group Name** | **Weighting**  **(%)** |
| **1** | **INTRODUCTION** | **0%** |
| 1.1 | Overview of the Logistics Support implementation phases | 0% |
| 1.2 | Implementation phases | 0% |
| **2** | **ATNS Logistics Maintenance and Support Concept** | **0%** |
| 2.1 | Support concept structure | 0% |
| 2.1.1 | Operator (O) Level Support | 0% |
| 2.1.2 | Intermediated (I) Level Maintenance | 0% |
| 2.1.3 | Depot (D) Level Maintenance | 0% |
| 2.2 | Support Resources | 0% |
| **3** | **GENERAL INSTRUCTIONS TO BIDDERS** | **0%** |
| **4** | **PHASE 1: DEVELOPMENT PHASE** | **20%** |
| 4.1 | System Performance Requirements | 20% |
| **5** | **SUPPORT CONCEPT** | **35%** |
| 5.1 | Logistic Support Implementation Strategy | 2% |
| 5.2 | Logistic Support Plan (LSP) | 1% |
| 5.2.1 | Reliability, Availability and Maintainability Plan (RAMP) | 5% |
| 5.2.2 | Training Plan (TP) (Including provision of training) | 5% |
| 5.2.3 | Spares Plan (SP) | 4% |
| 5.2.4 | Test Equipment Plan (TEP). | 1% |
| 5.2.5 | Documentation Plan (DP) | 2% |
| 5.2.6 | Package Handling Storage and Transport Plan (PHS&TP) | 1% |
| 5.3 | Configuration Management Plan (CMP) | 3% |
| 5.4 | Total LRU Repair Costs | 3% |
| 5.5 | System Lifespan | 4% |
| 5.6 | Interface Control Document | 2% |
| 5.7 | Other Project Requirements | 1% |
| 5.8 | Software Licences | 1% |
| **6** | **PHASE 2: IMPLEMENTATION PHASE** | **7%** |
| **7** | **PHASE 3 - VALIDATION PHASE (PBU)** | **13%** |
| 7.1 | PBU | 7% |
| 7.2 | Verification | 3% |
| 7.3 | Update | 3% |
| **8** | **PHASE 4: OPERATION/ APPLICATION PHASE** | **10%** |
| **9** | **MAINTENANCE SUPPORT CONTRACT** | **15%** |
|  |  |  |
|  | **TOTAL** | **100%** |



**ATNS FORM D**

# DISCLOSURE OF GROUP/COMPANY STRUCTURE

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

* 1. Full Name of bidder or his or her representative: …………………………………………………………………………………………..….

* 1. Identity Number: …………………………………………..……………….………

* 1. Position occupied in the Company (director, trustee, shareholder²): …………………………………………………………………………………...

* 1. Company Registration Number: ……………………………………………
  2. Tax Reference Number: …………………………………………….………

* 1. VAT Registration Number: …………………………………….……………

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

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

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

1. **DECLARATION**

I, THE UNDERSIGNED (NAME)……………………………………………………… ……

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

|  |  |
| --- | --- |
| ………………………………….. | ..…………………………………………… |
| Signature | Date |
| …………………………………. | ……………………………………………… |
| Position | Name of |

**--- END OF VOLUME 1A ---**

1. the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise. [↑](#footnote-ref-1)
2. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. [↑](#footnote-ref-2)