

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD



REQUEST FOR PROPOSAL

VOLUME 1 A

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, INSTALL, COMMISSION AND SUPPORT SECURITY SYSTEMS AT THE DELMAS HF TRANSMITTER SITE.

RFP REFERENCE NUMBER:	ATNS/RFP070/22/23/ Delmas Security Project
CLOSING DATE:	25 April 2023
CLOSING TIME:	12:00 (no late responses will be accepted)
COMPULSORY SITE BRIEFING :	<p>Date: 28 March 2023</p> <p>Time: 11am</p> <p>Venue: Katboschfontein Rd Rietkol AH Delmas, 2200</p> <p>GPS coordinates (26 07 34.31 S 28 32 39.5 E)</p>
RETURNABLE DOCUMENTS	<ol style="list-style-type: none">1. Valid SARS pin2. Valid B-BBEE certificate (SANAS approved) or Sworn Affidavit.3. Latest CSD report4. Fully completed and signed SBD documents.
BID VALIDITY PERIOD:	120 days (commencing from Bid closing date)
DESCRIPTION:	Appointment of a Service Provider to Supply, Deliver, Install, Commission and Support Security Systems at The Delmas HF Transmitter Site.

<p>DEPOSITED IN THE BID BOX SITUATED AT:</p> <p>OR</p> <p>SUBMITTED ONLINE VIA A LINK TO BE SHARED: SEND AN EMAIL TO tenders@atns.co.za</p>	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298 OR</p> <p>Should a bidder require to submit their documents online, they must send an email to andyn@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. A link will be shared with the Bidder upon receipt of their intention to submit a bid online. A request must be sent no later than 05 April 2023 at 16h00</p>
PROCUREMENT CONTACT PERSON:	Andy Ngubane
TELEPHONE:	(011) 607 1000
E-MAIL:	andyn@atns.co.za

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

BIDDING STRUCTURE

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

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

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

HAS A VALID TAX PIN/SBEEN 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 TENDERER:

..... DATE:

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

IMPORTANT NOTICE

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

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

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

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

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GENERAL INFORMATION AND INSTRUCTIONS TO TENDERERS

3.5 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 training and associated service within South Africa. ATNS manages 10% of the world's airspace.

Standing strong with over 1000 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 Bidder, 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

3.5.1 PURPOSE OF THE BID

ATNS's Communications, Navigation and Surveillance (CNS) remote sites have become increasingly vulnerable to vandalism and theft, this has led to subsequent loss or disruption in service, and in addition to that, it has resulted in increased maintenance and equipment replacement cost. This negatively impacts on the service level agreement (SLA) that ATNS has with its clients and customers.

The purpose of this RFP is to invite a suitably qualified and professional (hereinafter referred to as "bidder") security systems contractor to replace/enhance the existing security measures and/or install extra security measures at the ATNS' Delmas HF Transmitter site:

These new/extra security measures will be installed to provide reliable early warning solutions.

3.5.1 SCOPE OF WORKS

8.1 Full Scope of Works

The Scope of works for this RFP is detailed in the following documents:

- **Annexure A: Scope Document**
- **Annexure B: Specifications for Integrated Security Systems**
- **Annexure C: Project Installation Specifications**
- **Annexure D: Bill of Quantities**
- **Annexure E: Tender Drawings**
- **Annexure F: Equipment to be supplied**

ATNS requires services of a suitably qualified and professional security systems Contractor to decommission the redundant systems at ATNS, supply, install, commission and support the new system as per designs and specifications to meet the requirements as per attached requirements. The successful bidder shall ensure that a high quality, fit-for-purpose solution is installed to meet the designed requirements as indicated within this document and all other relevant documents

The following table shows the details of the remote site.

Table 1: ATNS Delmas site

Site Name	GPS Coordinates
Delmas HF Transmitter	26 07 34 S 28 32 39 E

8.2 Scope Summary

A summary of the scope of works at the ATNS' Delmas HF Transmitter site will cover the following:

- a) Perimeter fence
- b) Perimeter fence lighting
- c) Perimeter Intruder Detection Systems
- d) Building Intruder alarm system
- e) CCTV Systems
- f) Access control system
- g) Intercom System
- h) Fibre Optic Network
- i) Locking and Key system
- j) Electrical reticulation
- k) Provisioning for Remote / Off site Monitoring

In line with item (e) above, the CCTV testing and commissioning will take place during the day and night using a Rotakin test target

3.5 GENERAL TENDER INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

3.5.1 CORRESPONDENCE DURING TENDER PERIOD

All correspondence, in the "Form of Questionnaire" with the Company during the tendering period in connection with the Tender Documents, shall be made as follows:

- a) All correspondence to ATNS shall be in writing and addressed to:

Senior Manager: Procurement
ATNS Company Limited,
Private Bag X15,
Kempton Park
1620,
South Africa

- b) All correspondence shall be made as follows:

Ref No: ATNS/RFP070/2022/23/ Delmas Security Project

Date: Day/Month/Year

To: ATNS Company Ltd

From : Name of Tenderer

Subject: Security Enhancement at the Delmas HF Transmitter site

All correspondence may be sent by email to andyn@atns.co.za or alternatively delivered by hand at the address specified in 2.3.1. The Company, however, shall not be responsible for non-receipt of any correspondence sent by post either registered or otherwise.

3.5.1 FAILURE TO ADHERE TO INSTRUCTIONS

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

Preparation of Tender

The Tender shall be delivered as one complete submission, which shall comprise of 2 individually sealed parcels: -

- **Parcel A - Commercial Proposal; Financials and Price Structure**
- **Parcel B - Functional Proposal: Response to the Scope**

8.3 General requirements

a	Each parcel shall be prepared as two documents containing; 1 (one) original, 3 (three) copies and a soft copy (pdf format) on a movable storage medium (USB disk or CD/DVD), each sealed and addressed in accordance with the following requirements: -
b	The name and address of the Tenderer
c	The Tender Number;
d	The closing date of the Tender indicated on the envelope.
e	A Cover Letter, signed by the authorised representative of each member of the Tendering Entity, Consortium or Joint Venture, which shall contain
f	List of Tender Proposal Documents and an Index of the contents therein;
g	Particular points to which the Tenderer wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
h	The parcels shall not contain documents relating to any tender other than that shown on the envelope.
i	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. Each document which is a copy shall be marked "Copy 1/2" to indicate the first copy and "Copy 2/2" for the second copy. When referencing another related document this identification number shall be indicated.
j	All Tender Response documents to be submitted shall be delivered to the Company not later than the time and date specified under section 2.3 of this document.
k	Where applicable, and practical to do so, the relevant part of the original RFP, shall be referenced with each document submitted. No tenders forwarded by telegram, telex, facsimile, e-mail, or similar medium will be considered.
l	Pricing must be submitted in a separate sealed envelope in Parcel A
m	The original copy MUST BE SIGNED IN BLACK INK by an authorised employee, agent or representative of the Tenderer and initialized on each and every page of the Tender Response.
n	Tender 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 Tender Box. Failure to comply with this requirement will result in the proposal/tender response being treated as a "late proposal/response" and will not be entertained. Such proposal will be returned to the respective bidders.

Parcel A:

Commercial Proposal:

Financials and Price Structure – headed / labelled and tabbed as per index in the table below..

Parcel A Index	Commercial Proposal; Financials and Price Structure	Confirm Submission with X
A1	Company Information including <ul style="list-style-type: none"> • Registration documents, • 2 years Audited Financial Statements (in English Version) • Details of the company Shareholders and their respective shareholding • List of Executive and Non-Executive Directors. percentage of shareholding 	
A2	List of proposed Joint Ventures/Sub-contractors/Partners including details of company shareholders and the percentage shareholding.	
A3	South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of auth.	
A4	Valid SARS pin	
A5	Valid QMS certification or objective evidence of a QMS that complies with the ISO standards.	
A6	Valid Letter of Good Standing.	
A7	Pricing/Proposed Rates (Response to BOQ) in a separate sealed envelope.	
A8	Returnable Forms (All “ Returnables Forms ”)	

Parcel B:

Functional Proposal:

Technical response to the scope of the project as well as several confirmations and returnables – All returnables to be headed / labelled and tabbed as per the requirements, evaluation method and format.

Parcel B Index	Deliverable Required	Confirm Submission with X
B1	Cover Letter	
B2:	Technical Returnable	
B2.1:	Bid contractual terms and conditions	
B2.2:	Proposal Technical Specifications and requirements	
B2.3	Mandatory Technical Compliance	
B3:	Technical Approach and Understanding	
B4:	Project Management Documentation. QMS (including valid QMS Certificate)	
B5:	Experience	

3.5 BRIEFING SESSION

- 3.2.1 A **compulsory site** briefing session and will be held at **11h00 28 March 2023** . The session will be follows:

Activity	Date	Location / Nearest Town	Time / meeting or Site Visit Duration
Site Briefing Session	28 March 2023	Delmas	11:00 CAT

- 3.2.2 Bidders should bring their own copies of the bid documentation to the site briefing session as bid documents will not be made available at the session.
- 3.2.3 Any individual wishing to bid must attend the session in person or send a representative. Any organisation wishing to bid must send a representative. For bids from a Consortium or Joint Venture, a representative of at least one of the organisations must attend the session. Bids from individuals, organisations or consortia of organisations that have not met the attendance requirements will not be considered.
- 3.2.4 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is preferably to be requested at the briefing session. Bidders are advised to study this document before attending the session and to have all their questions ready.
- 3.2.5 All those attending will be issued with minutes of the session within the closing date of bid, forwarded electronically upon request.

3.5 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 05 April 2023 at 16:00. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

3.5 SUBMITTING BIDS

- 3.4.1 Bids shall be submitted in two separate Parcels. Parcel A (Pricing) and Parcel B (bid document/ returnable). Each parcel shall be prepared contain; 1 (one) original and one (1)

Hard copies Documents and soft copy (PDF format) on a movable storage medium (USB disk), each sealed and addressed in accordance with the following requirements: -

- 3.4.1.1 The name and address of the Bidder;
- 3.4.1.2 The Bid Number;
- 3.4.1.3 The closing date of the Bid indicated on the envelope.
- 3.4.1.4 A Cover Letter, signed by the authorised representative of each member of the Bidding Entity, Consortium or Joint Venture, which shall contain
- 3.4.1.5 List of Bid Proposal Documents and an Index of the contents therein;
- 3.4.1.6 Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
- 3.4.1.7 The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 3.4.2 Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the designation "**Original**" or "**Copy**", as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked "**Copy 1/3**".
- 3.4.3 All Bid Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified under paragraph 3.5.1 of this document.
- 3.4.4 No Bids forwarded by telegram, telex, facsimile will be considered.
- 3.4.5 Pricing must be submitted in a separate sealed envelope in Parcel A.
- 3.4.6 The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the Bidder and initialized on each and every page of the Bid Response.
- 3.4.7 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a "late and it will not be accepted.

6.2 SUBMISSION OF BID:

- 3.5.1 The Bid Documents shall be hand delivered to:

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

No later than 12:00 on the 11 April 2023, local Time at which time the Bid proposals will be collected.

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

OR

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

Should a bidder require to submit their documents online, they must send an email to andyn@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. A link will be shared with the Bidder upon receipt of their intention to submit a bid online. Requests for online submission link should be sent no **later than 05 April 2023 at 16h00**.

3.6 LATE BIDS

Bids received late will not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) proposals shall be collected at exactly **12:00** on the 11 April 2023 and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.

3.7 NEGOTIATION AND CONTRACTING

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

3.8 ACCESS TO INFORMATION

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

3.9 REASONS FOR REJECTION

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

3.10 PAYMENTS

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

3.11 CANCELLATION OF PROCUREMENT PROCESS

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

4 CONTRACT TERMS

- 4.1.1 Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representation made. Bidder should accept that their Bid response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this

document although variation is not anticipated at this time. If any variation does take place Bidder will be advised as soon as possible.

- 4.1.2 The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in Volume 1B. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the bidder to have adequate professional indemnity insurance. All Bidders must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.
- 4.1.3 All designs and documentation will be the property of ATNS.

5.1 DISCLAIMER

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

6. EVALUATION PROCESS

6.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

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

6.2 FUNCTIONALITY, PRICE AND PREFERENCE POINTS

- 6.2.1 All remaining bids will be evaluated as follows:

- 8.4 **The First stage**, Bids will be evaluated first for administrative pre-qualification requirements.

- 6.2.2 **The Second stage**, Bids will be evaluated for technical mandatory requirements, bidders who do not meet any of the mandatory requirements will be disqualified. Bids that who met all mandatory requirements will be evaluated on functionality of which 100 points shall be awarded for functionality. Bidders will be considered further if they achieve the minimum prescribed qualifying score for functionality. Bidders that fail to achieve the minimum qualifying score of 70% will be disqualified and not evaluated further.

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

- 6.2.3 **The Third stage**: Bids will be evaluated in terms of the 80/20 or 90/10 PRICE AND ATNS SPECIFIC GOALS. Only bids that provide all documentation requested for Functional requirements will be evaluated in accordance with the 80/20 price and specific goals.

A functional threshold has been set at **70%** for this Bid and only Bidders who obtain 70% and above will be evaluated further in terms of Price and ATNS Specific goals.

6.3 BID RESPONSE EVALUATION

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

- Stage 1: Initial Screening
- Stage 2: Technical evaluation
- Stage 3: Price and ATNS specific goals

6.4 RETURNABLES AND TECHNICAL PROPOSAL

The format of the functional proposal to be submitted shall consist of the following:

The returnables will be in the form of a report or series of documents / binders that use the headings and items as described below.

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

Reference	Requirement	Comply	Do not comply
Volume 1 A (Parcel A)	GCC		
Volume 1 A (Parcel A)	South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of auth.		
Volume 1 A (Parcel A)	South African companies shall submit their central supplier database summary reports, Valid Tax Clearance PIN, ID copies, Banking Details and company registration docs		
Volume 1 A (Parcel A)	SBD Forms applicable for this tender		

The bidder must comply with **ALL** of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if ATNS is unable to verify whether the pre-qualification requirements are met, then ATNS reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

6.5 SECOND STAGE: TECHNICAL EVALUATION

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

Second Stage: Technical Evaluation

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

Mandatory technical requirements and functionality evaluations.

B1 - Cover Letter

The cover letter shall give a brief introduction to the proposal and summarises the implementation methodology and timescale based on the required scope of work as well as any additional aspects which the contractor would like to include. The letter shall also state the period of validity of the proposal (no less than 6 months) and any other aspects the possible supplier thinks are necessary and important.

The cover letter shall also include a declaration of truth and consistency of the information provided.

B2: Technical Returnables

B2.1: Bid contractual terms and conditions

This section requires marking off of various contractual obligations as accepted or Not accepted.

- **The pages from chapter 6 are to be either removed from the RFP and input into this section or copied and placed in this section**
- **Evidence to be provided at the back of the chapter**

B2.2: Proposal Technical Specifications and requirements

This section requires the understanding of the proposal to confirmed as well as understood. This requires the confirmation and acceptance with regards to reading and understanding the various Technical Documents.

- **The pages of this section are to be either removed from the RFP and input into this section or copied and placed in this section**
- **Evidence to be provided at the back of the chapter**

B2.3: Mandatory Technical Compliance

This section requires the marking of and compliance with the mandatory requirements

The pages of this section are to be either removed from the RFP and input into this section or copied and placed in this section

- **Evidence to be provided at the back of the chapter**

B3: Technical Approach and Understanding

The Bidder shall describe in a mini report their understanding of the requirement and the scope of work. The Bidder shall provide and describe a solution that shall meet the Scope of work.

B4: Project Management Documentation

The Bidder shall supply a series of Project management documentation and methodologies that shall address the following:

- The Bidder shall include a detailed schedule as part of their response.
 - The schedule should clearly outline the high-level action plan that the Bidder intends to follow that will allow timely and successful completion of the project.
 - The Bidder shall study minimum requirements and supply a Work Breakdown Structure (WBS) and Gantt chart addressing the elements of the RFP. The Gantt chart shall indicate all planned activities and shall clearly indicate the critical path.
- The bidder shall provide one Gantt chart per site (6 in total)

- The Bidder shall identify the project risks and provide a Risk Register and Risk Management plan to manage the identified risks.
- The Bidder shall supply a detailed Quality Management System QMS of its organization. Valid QMS certification or objective evidence of a QMS that complies with the ISO standards.
- The Bidder shall supply a Health and Safety Plan detailing the company procedures as well as the required site procedures. The Bidder will provide their own health and safety inspector to inspect the site at least 2 times per month.

B5: Experience

- Experience
The Bidder shall describe the qualifications, area of expertise and experience of the key personnel that will be involved in the project.
- Past Performance
The Bidder shall provide a record for a least **three** projects relevant to this security measures requirement. The record shall include and address the following:
 - Description of the project
 - Project start and finish date
 - Planned project costs versus actual project costs after project completion
 - Scope variations (if any)
 - Reasons for project not meeting its scope, quality and schedule requirements
 - Client name and contact details
- The Bidder shall provide supporting evidence on experience and background with implementing security systems.
- The Bidder shall include the proposed project team for the project. The Bidder will supply a team organogram per site showing this team and its structure. For each team member, the following shall also be provided:
 - Roles and Responsibilities on the project
 - Detailed Curriculum Vitae
 - Previous experience on security systems projects
 - A responsibility matrix shall be included to define the roles, availability and responsibilities of the different team members

8.6 Technical Evaluation Methodology

NB: The Bidder must comply with all the requirements of a specific stage to proceed to the next stage of evaluation. NB: All criteria and evaluation methodologies stipulated in this section must be included in the bid document to be issued to the market or targeted suppliers.

8.1.1 Technical Returnables Assessment

B1: Cover Letter included		Y/N
B2: Technical Returnables		
B2.1: Compliance and Returnables Completed and filled in and attached		Y/N
ATNS reserves the right to negotiate these conditions or automatically disqualify a Bidder for not accepting these conditions	Disqualify	Negotiate
B2.2: Compliance and Returnables Completed and filled in and attached		Y/N
The contractor is to confirm here whether or not they have fully read and accepted the terms, conditions, design ideals and all other information as contained in these documents.		
B2.3: Mandatory Technical Compliance filled in and attached		Y/N
This is mandatory and may result in immediate disqualification should full compliance and agreement not be confirmed. The contractor is to confirm here whether or not they have fully read and accepted the terms, conditions, design ideals and all other information as contained in these documents.		

8.1.2 Mandatory Compliance

The Mandatory Compliance consists of tables with unfilled compliance and reference page columns. The Bidder shall complete the “compliance” column to indicate compliance to each requirement. The section and page numbers for the required supporting documents or comments shall be indicated in the “Reference page” column.

- The Mandatory Compliance consists of tables with unfilled **“COMPLY”** and **“NOT COMPLY”** column.
- Bidders are required to **EXPLICITLY MARK EITHER “COMPLY”, OR “DO NOT COMPLY”** on each and every mandatory requirement. Failure to do so will be taken as a **“DO NOT COMPLY”**.
- Bidders must **SUBSTANTIATE/MOTIVATE** or **PROVIDE PROOF** where required. Failure to do so will be taken as a **“DO NOT COMPLY”**.
- Bidders may, where necessary, **REFER TO ADDITIONAL REFERENCE MATERIAL SUBMITTED BY DOCUMENT NAME/NUMBER, PAGE NUMBER AND PARAGRAPH**. Where a reference in substantiation is made to another page (“off-page”) in the Bidder’s submission, such referenced page must be clearly identified by a unique reference number and such reference number must be provided in the question’s substantiation. During evaluation, ATNS reserves the right to treat a question for which an “off-page” referenced

substantiation page cannot be located based on such a unique reference number as a “**DO NOT COMPLY**”.

- Bidders who do not meet any of the mandatory requirements will be disqualified.

8.1.2 Mandatory Requirements

8.1.2.1 CIDB RATING

The Bidder must have a valid Construction Industry Development Board (CIDB) certificate with a minimum rating of 5SQ or 5EB or 5GB .			Comply	Not comply
Substantiate or provide relevant proof	1.	Attach to the bid's technical response a valid CIDB rating certificate with a minimum rating of 5SQ or 5EB or 5GB .		
1.	2.	CIDB rating as indicated on the certificate:		

8.7 PSIRA REGISTRATION

A resource within the bidder's employ must possess a valid PSIRA GRADE A or GRADE B certificate. ATNS reserves the right to validate the certificate of registration prior to the award of the bid. *The bidder must possess the same experience and qualifications which are demonstrated at submission of tender throughout the duration of the project irrespective of the team changes in personnel.			Comply	Not comply
Substantiate or provide relevant proof	1.	Attach to the bid's technical response a valid PSIRA registration certificate.		

8.8 REGISTRATION AS AN ELECTRICAL CONTRACTOR

The Bidder must be registered as an electrical contractor with the Department of Labour. ATNS reserves the right to validate the certificate of registration prior to the award of the bid.			Comply	Not comply
Substantiate or provide relevant proof	1.	Attach to the bid's technical response; a copy of the valid certificate of registration as an electrical contractor, as issued by the Department of Labour.		
	2.	Department of Labour electrical contractor registration number, as indicated on the registration certificate:		
	3.	Period of registration as electrical contractor, as indicated on the registration certificate:	From:	
			To:	

8.9 PREVIOUS EXPERIENCE AND CAPABILITIES

The Bidder must during the past ten (10) years have executed (or currently executing) a contract or contracts of similar scope (supply and installation/construction of security systems).			Comply	Not comply
Substantiate or provide relevant proof	1.	Provide details of at least 3 contracts executed (or being executed) within the past ten (10) years covering ALL required components listed in the scope of work. As part of the substantiation please populate the table below and attach to the bid's technical response copies of the contract scope of works for each contract. The bidder must also include completion certificates of past work signed by their respective clients.		
	2.	Client details		
	3.	Type of environment		
	4.	Scope of contract work.		
	5.	Reference contact Name, Surname and contact details.		
	6.	Is a copy of the contract scope of work attached?	Mark if Yes	Mark if No

The Bidder must during the past ten (10) years have executed (or currently executing) a contract or contracts of similar scope (supply and installation/construction of security systems).			Comply	Not comply
Substantiate or provide relevant proof	1.	Provide details of at least 3 contracts executed (or being executed) within the past ten (10) years covering ALL required components listed. As part of the substantiation please populate the table below and attach to the bid's technical response copies of the contract scope of works for each contract.		
	2.	Client details		
	3.	Type of environment		
	4.	Scope of contract work.		
	5.	Reference contact Name, Surname and contact details.		
	6.	Is a copy of the contract scope of work attached?	Mark if Yes	Mark if No

The Bidder must during the past three years have executed (or currently executing) a contract or contracts of similar scope (supply and installation/construction of security systems).			Comply	Not comply
Substantiate or provide relevant proof	1.	Provide details of at least 3 contracts executed (or being executed) within the past three years covering ALL required components listed. As part of the substantiation please populate the table below and attach to the bid's technical response copies of the contract scope of works for each contract.		
	2.	Client details		
	3.	Type of environment		
	4.	Scope of contract work.		
	5.	Reference contact Name, Surname and contact details.		
	6.	Is a copy of the contract scope of work attached?	Mark if Yes	Mark if No

8.10 SPECIFICATIONS FOR INTEGRATED SECURITY SYSTEMS

The Bidder confirms they have read Annexure B attached as part of the bid document and confirms that they have quoted equivalently specified or better specification		comply	Not comply
Substantiate or provide relevant proof	Bidder to provide product technical specification		

8.11 EQUIPMENT TO BE SUPPLIED

The Bidder confirms they have read Annexure F attached as part of the bid document and confirms that they have quoted equivalently specified or better specification		Accept	Not accept
Substantiate or provide relevant proof	Substantiate or provide relevant proof		

8.11.2.2 Technical Compliance Matrix

Compliance Definitions

The Bidder shall complete the compliance matrix for the requirements and submit with the proposal. The Bidder shall declare compliance within the compliance matrix for each requirement statement by stating:

i. **Compliant (C)**

If the answer is “Compliant (C)”, please elaborate on the methods and activities that prove how the requirement is met and provide supporting documents as per the requirement unless the requirement states otherwise.

ii. **Partially Compliant (PC)**

If the answer is “Partially Compliant (PC)”, provide plausible reasoning on the intended plan of action that will be executed in order to ensure compliance or how the requirement will be met.

iii. **Non-Compliant (NC)**

If the answer is “Not Compliant (NC)”, no assessment of the response will be undertaken by the evaluation team. The reason for non-compliance shall be stated fully and alternative provided.

8.11.2.3 Functional Proposal Assessment (Weight, 100%)

- i. During this step, the functional proposal is scrutinised and the technical capability of the Tenderer to successfully perform the tasks and activities required for the implementation of the requirements is evaluated. The following scoring shall be applicable to the Proposal Assessment:

Score	Description
0	Non-Compliant (NC)
1	Partially Compliant (PC)
2	Compliant (C)

- ii. The following evaluation criteria and weighing shall be applicable to the Proposal Assessment:

- B1 Cover Letter to technical proposal
- Section 1: Technical approach
- Section 2: Project Management Schedule (PMS)
- Section 3: Experience

8.11.2.4 Functional Assessment Table

CRITERIA GUIDELINES	EVALUATION CRITERIA	WEIGHTING
B3: Technical Approach		
The Technical Proposal Addresses the Scope of Works (Annexure A: Scope of Works) and responds with an adequate solution; indicating a detailed understanding of the project requirements.	If each point on the scope of works was addressed: 25% Compliant (C)	25%
	If one or more items from the Scope of Works was not addressed: 12.5% Partially Compliant (PC)	
	If no response to the Scope of Works was given: 0% Non-Compliant (NC)	
B4: Project Management Schedule		
A project schedule (Gantt chart in MS Project) will be created indicating the project duration and the Work Breakdown Structure (WBS) for the site. The schedules will clearly indicate the critical paths and milestones for the site. (Duration of project should be no longer than 12 months from PO issue)	If project schedule (Gantt chart in MS Project) and WBS was created and the critical path and milestones indicated: 15% Compliant (C)	15%
	If one or more of the above items are missing: 7.5% Partially Compliant (PC)	
	If no project schedule was created: 0% Non-Compliant (NC)	
Team The Bidder shall propose a project team that shall consist of at least two of each of the following expertise: Technicians, Builders, Electricians, Project Manager and supply the following for each team member: 1. Detailed Curriculum Vitae 2. A responsibility matrix shall be included to define the roles, availability and responsibilities of the different team members	If a project team was proposed and the CV's and a responsibility matrix supplied: 10% Compliant (C)	20%
	If one or more project team members and supporting documents are missing from the team's information: 5% Partially Compliant (PC)	
	If no information of the team was supplied: 0% Non-Compliant (NC)	
Risk Management Identify the project risks and provide a Risk Management Plan to manage the identified risks. To Include, but not limited to: Pandemic Management, Electricity Supply, Water Supply, Security, Storage and Personnel	If project risks were identified and a Risk Management Plan to manage the risks supplied with at least all the listed risks are part of the identified risks: 10% Compliant (C)	10%
	If project risks were identified but no Risk Management Plan was compiled or a generic RMP was provided or not all listed risks have been addressed: 5% Partially Compliant (PC)	
	If no risks were identified: 0% Non-Compliant (NC)	
Quality Supply a detailed manual to indicate the procedure of the Quality Management System (QMS) currently in place and the relevant registration documentation.	If a detailed manual or certificate of registration is available: 10% Compliant (C)	10%
	If an undetailed manual without proof of registration is available: 5% Partially Compliant (PC)	
	No QMS is in place: 0% Non-Compliant (NC)	

B5: Experience		
Resource experience Provide two CV's for each of the following positions: Technicians, Builders, Electricians and Project Manager indicating their area of expertise and number of years of relevant experience. Important to note requirement for relevant security systems installation and specification experience, including building experience. This can be highlighted by including a company organogram.	If at least each one of the resources has 3 years and above relevant experience: 20% Compliant (C)	20%
	If at least each one of the resources has less than 3 years relevant experience but no less than 1 year: 10% Partially Compliant (PC)	
	If some resources have less than 1-year relevant experience: 0% Non-Compliant (NC)	
Total		100%
Threshold		70%

Bidders that fails to meet the 70% threshold will be disqualified

6.6 THIRD STAGE – PRICE AND SPECIFIC GOALS

Bidders who provide all the required documentation listed on Functional Requirements will be evaluated in terms of the 80/20 point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of ATNS specific goals claimed.

PRICE	80
ATNS SPECIFIC GOALS	20

1.1.1.1A B-BBEE rating certificates are applicable, and points will be allocated in terms of the ATNS specific goals as indicated in the table below. Bidders must submit valid B-BBEE Certificates, requested declarations, utility statements and any other supporting information that may be required to claim ATNS specific goals.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system in the provided SBD 6.1 attached.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	15	<i>(To be completed by the tenderer in SBD 6.1 attached)</i>
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	5	<i>(To be completed by the tenderer in SBD 6.1 attached)</i>

This RFP will be evaluated according to the above on ATNS specific goals. Failure to submit supporting documents may result to a bidder being allocated zero (0) points. Bidders are required to claim ATNS specific goals in the provided **SBD 6.1** attached.

8.13 STAGE 4: PRICE EVALUATION

The Tenderers will respond to the Scope of Works by completing the Bill of Quantities to indicate detail pricing of all items listed.

The price quoted against each item of this bill of quantities shall be **inclusive of VAT and cover the full inclusive cost of the completed work to which it refers.**

The 90/10 Or 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022

RETURNABLE FORMS

Please fill and return all the forms below and submit as part of Parcel A

FORM OF UNDERTAKING TO TENDER

For the Attention of The Procurement Specialist

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

Dear Sirs/Madam,

(Tenderer Name)

Undertaking to Tender

With reference to the Invitation to Tender dated (date), inviting us to tender for the appointment of a Bidder for the (tender description) and management of all such matters, all in accordance with the Tender Documents for (Tender Name and reference number) **(the “Works”)** for the Air Traffic and Navigation Services Company Ltd, we (*Tenderer's Name*), hereby confirm our intention to tender for the Works.

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

Name:

Designation:

Tel No:

Fax No:

Postal Address:

Yours faithfully,

For and on behalf of (*Tenderer's Name*) Witnessed by:

Name : [of Authorised Representative]

Name :

Title :

Title :

CONFIDENTIALITY AGREEMENT

For the Attention of The Procurement Specialist

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

Dear Sirs

(Tender Name)

Agreement on Confidentiality of Tender Document

We, (*Tenderer's Name*) , hereby agree to keep all the information contained in the Tender 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 tender.

We undertake to obtain from all third parties, to which the Tender Document or a portion of the Tender 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 Tender Document shall remain the Company's property and has been given to us solely for the purpose of preparing and submitting a Tender.

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

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

Name :
Title :

Name:
Title :

FORM OF QUESTIONNAIRE

Ref. No : (Reference No.)

Date :

For the Attention of The Procurement Specialist

ATNS Company Limited,
Private Bag X15,
Kempton Park,
1620, South Africa
E-Mail: andyn@atns.co.za

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

Fax No : (Area code - Number)

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

(Reference of particular document of the RFP or Tender Document)

(Title of subject matter in question)

No.	Paragraph No. in RFP or Tender Document	Questions

Questionnaire Submission No. _____

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

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

NB: Has the following forms been completed, signed and submitted with your proposal?		
Documentation	Checked by Tenderer	Checked by Procurement Specialist
Valid SARS pin		
Declaration of interest –SBD4		
Preference point claim– SBD6.1		
Contract Form (rendering of services)– SBD7.2		
ID Documents of Directors/Shareholders		
Company Registration Documents		
Company Profile		
2 years Audited Financial Statements		
Submitted One (1) original, two (2) hard copies and one (1) electronic copy (on CD or USB) in PDF format.		
ATNS D Form		

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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.

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**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any

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.

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 2022

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

6.2.2

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

6.2.3

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

6.2.4

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

6.2.5

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - 6.2.6
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable,

corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)		15		
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that

person's conduct;

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SBD 7.2
CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 1.1 Bidding documents, viz
 - 1.1.1 Invitation to bid;
 - 1.1.2 Tax clearance certificate;
 - 1.1.3 Pricing schedule(s);
 - 1.1.4 Filled in task directive/proposal;
 - 1.1.5 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - 1.1.6 Declaration of interest;
 - 1.1.7 Declaration of bidder's past SCM practices;
 - 1.1.8 Certificate of Independent Bid Determination;
 - 1.2 General Conditions of Contract; and
 - 1.3 Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid
5. I confirm that I am duly authorized to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.....

2.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT

ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

1 DISCLOSURE OF GROUP/COMPANY STRUCTURE

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

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

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

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

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

3 DECLARATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

1 PROTECTION OF PERSONAL INFORMATION

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

Agreement relating to Personal Information.

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

1. POPIA CONSENT

- 1.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
- 1.1.1 The information is voluntarily supplied, without undue influence from any party; and
- 1.1.2 The information is necessary for the purposes of the engagement with ATNS.
- 1.2 The tenderer acknowledges that he /she is aware of his/her right to:
- 1.2.1 Access the information at any reasonable time for the purposes of rectification thereof;
- 1.2.2 Object to the processing of the information;
Lodge a complaint with the Information Regulator

TERMS, SPECIFICATIONS AND TECHNICAL REQUIREMENTS AS WELL AS TECHNICAL RETURNABLES

9 PROPOSAL CONTRACTUAL TERMS AND CONDITIONS

The successful Contractor will be bound by the following special contractual obligation conditions and ATNS reserves the right to negotiate these conditions or automatically disqualify a Bidder for not accepting these conditions. These conditions will form part of the signed contract with the successful Contractor. However, ATNS reserves the right to include or waive the condition in the signed contract.

9.1 CONTRACT AGREEMENT GCC

		Accept	Not accept
1) This contract will be a direct contract between the Contractor and the client under the Conditions of Contract as laid down in the Conditions of Contract and the GCC Contract.			
2) It will be the responsibility of the Contractor to purchase and fully understand the terms and conditions of the GCC contract before signed.			
3) The terms, conditions, and requirements as set forth in this bid contractual terms / conditions requirements will enjoy preference over any other conditions.			
Comment			

9.2 TURN-KEY SOLUTION

		Accept	Not accept
1) The contract is a full turn-key solution. The scope of work and requirements as listed in the Bid Contracting Terms / Condition Requirements may not contain each minute detail. The Contractor under this contract will deliver a fully functional integrated security system and all sub systems and work required to ensure a fully functional integrated security system as deemed part of the scope of work and priced as such in the costing model.			
Comment			

9.3 REQUIREMENTS FOR TENDERING; GENERAL

		Accept	Not accept
1) A method statement must be compiled in accordance with specific scope of works as specified in this document.			
2) The Contractor will submit the required method statement for the entire scope of work, to ATNS within one month after contract signature.			
3) These requirements shall be read in conjunction with all the information and conditions of contract as listed on the appropriate tender form.			
4) Where conditions elsewhere in this specification are at variance with items contained in the tender form, the latter shall take preference.			

<p>5) The contractual terms shall be read in conjunction with the rest of the specification and document.</p> <p>6) "Owner or Client" means ATNS referred to as "Company".</p> <p>7) "Local authority" means the authority having jurisdiction over the premises involved in this contract. This authority could be one or more of the following:</p> <ul style="list-style-type: none"> (a) Power Supply Authority (b) A municipality (c) A Government department (d) The owner <p>8) "Contractor" means and refers to the contractor appointed in terms of this contract.</p> <p>9) "Engineer" means the owner acting through the officer deputed generally or specifically to control or supervise the works, also referred to as the "representative".</p> <p>10) It may be required from a contractor, before acceptance of its tender, to furnish proof to the satisfaction of the owner that he is in a position to secure all the materials required to complete this contract within the time provided for in the specification or the time indicated by it.</p> <p>11) Should it occur that any part or parts of the specification or drawings should not be clearly intelligible to the Contractor or that the materials or articles to be used in the execution of the works are considered to be insufficiently described, it is to be clearly understood that the engineer shall be requested in writing to make clear its requirement in writing, failing which the Contractor shall be liable to make, at its own expense, any alterations or substitutions rendered necessary through incorrect interpretation of such specification or drawings. The tenderer will be deemed to have carefully examined all the parts of this specification and drawings relevant to this project.</p>		
<p>Comment</p>		

9.5 **CONDITIONS OF TENDER**

		Accept	Not accept
1) The tendered price shall be for the supply, delivery, installation, commissioning, guarantee and support of the security systems as specified, complete in every respect.			
2) Tenderers shall include in the tendered price the provisional sums and prime cost items, if any, stated in the price schedule. Also refer to the conditions of contract.			
3) The tenderer hereby undertakes not to claim exemption from customs duties provided for in terms of the customs tariff in respect of any imported articles or materials to be used in the execution of this contract. Prices will therefore be regarded as including customs duties on imported goods at tariff rates except where duty free or in bond prices are specifically called for in the price schedule.			
4) Refer to Volume 1B. for further Conditions of Tender			
Comment			

9.7 LETTER OF GOOD STANDING

1) The Contractor shall submit a valid letter of good standing with regard to COID to ATNS, as issued by the department of labour, within one week after contract award.	Accept	Not accept
Comment		

9.8 FINANCIALS

1) Should ATNS not be satisfied with the quality of the Preventive maintenance or Warranty Maintenance, ATNS has the right to reject the work. The Contractor shall then redo the work to ATNS's satisfaction at its own cost. No invoices for Preventive or Warranty maintenance shall be submitted to ATNS without a QA acceptance, and Certificate of Compliance (where applicable) for the work done. No invoices shall be processed by ATNS without a QA acceptance.	Accept	Not accept
2) Invoices for Preventive Maintenance purchase orders shall be submitted within 14 calendar days after month end for work that have been completed for that month. Any invoices submitted beyond this date shall not be considered and shall be for the Contractor's own account.		
Comment		

9.9 SUBCONTRACTING

1) Where work is sub contracted to a specialist third party contractor, the Contractor shall supervise the work continuously to ensure acceptable quality and to ensure that no risk exist to ATNS and ensure no service interruptions to ATNS or its clients. The Main Contractor shall remain fully responsible for the sub-contractor's actions or omission of actions. Penalties or claims for damages caused by the sub-contractor shall be applied to the Main Contractor in full. The contractor shall obtain ATNS's permission for any subcontracting of work.	Accept	Not accept
2) The Contractor 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 Contractor concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.		
3) The Contractor may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.		
Comment		

9.10 LOSSES

<p>1) The Contractor shall be held responsible for any losses caused to ATNS due to the Contractor's or its sub contractor's actions or absence of actions. Damages shall be recovered from outstanding money's owed to the Contractor. Where outstanding moneys are not sufficient to cover the full loss experienced by ATNS, the Contractor shall be invoiced for the outstanding moneys.</p> <p>2) Losses to ATNS shall be determined and be assigned to the contractor where the balance of probability is more than 50% that the failure or incident was caused by Contractor's actions or absence of action.</p> <p>3) Examples of losses caused to ATNS that shall be recovered from the Contract, could include:</p> <ul style="list-style-type: none"> a) Fire suppression system triggered by the actions of the Contractor and subsequent a fruitless discharge of gas is resulted. b) Work is being performed by the contractor inside the ATNS equipment rooms and intentionally or unintentionally cabling are damaged which causes loss. c) Damage to ATNS's property during the execution of work. d) The Contractor shall have the required insurance cover in place within two weeks from contract commencement and of sufficient value to cover these types of incidences. ATNS shall not interact with the Contractor's underwriter and shall deduct moneys directly as indicated above. 	Accept	Not accept
Comment		

9.11 SERVICE LEVEL REQUIREMENTS, WARRANTIES, AND PENALTIES

The service level agreement will be developed and agreed between ATNS and the winning Bidder.	Accept	Not accept
Comment		

9.13 PREVENTIVE AND WARRANTY MAINTENANCE

	Accept	Not accept
1) Preventive maintenance comprises of a program of activities, performed periodically, on site. This includes checks, searching for abnormalities, abnormality corrections, adjustments, tests, measurements; internal and external cleaning, surveys; as well as the analysis and replacement / repair of units, parts, modules, components, and spare parts to ensure optimal performance, efficient performance; and performance according to the Original Equipment Manufacturer's specifications. Preventive maintenance shall be the responsibility of the contractor under this contract, as part of the warranty period. The contractor shall schedule the progress of preventive maintenance. Preventive maintenance shall only be done during an approved ATNS change control window. The contractor will submit the preventive maintenance job card and findings with the relevant monthly invoice. The preventive maintenance schedule and activities for the warranty period will be submitted to ATNS within one month after the contract signature. The warranty period will run from the date of Practical Completion of the new security system, for duration of 12 months.		
2) After completion of the 12-month warranty period the 48-month extended preventative maintenance period will commence. The Contractor under this contract will have a team trained and certified as competent to perform the preventative maintenance activities. The Contractor under this contract will clearly indicate the responsibility of the maintenance team to ensure the warranty conditions on the equipment of the new security systems remains intact. Upon completion of the 48-month preventative maintenance period, the contract will be reviewed by ANTS. The renewal or cancellation of the contract will be at the discretion of ATNS.		
3) Maintenance is carried out to repair, replace, fix or adjust significant equipment and defects and failures; including the required replacement of significant units, parts, modules and components that are attributable to the Contractor and within the scope of this contract. Warranty Maintenance will also be done on a priority basis to restore, repair, or replace any item or item defect that could result in the security systems' failure.		
4) During priority Maintenance, the Contractor's objective shall always be to prevent a site failure or service failure by any means possible.		
5) Warranty Maintenance action shall be required at any time of day or night including weekends and public holidays from the Contractor under this contract for the duration of the warranty period. The Contractor shall have a sufficient number of available staff to react on a 8x7 basis for the contract and warranty term. The Warranty maintenance response times shall meet or exceed the Service Level Agreements timelines set within this document.		
6) The need for Warranty Maintenance can be identified by either the Contractor during a site inspection or during Preventive Maintenance, or identified by ATNS (or one of its contractors).		
7) Where the Contractor identifies the need for Warranty Maintenance that does not form part of the standard Preventive Maintenance repair requirements, he shall notify in writing the designated ATNS		

<p>representative within 24 hours of such identification. ATNS shall then decide on appropriate further action. Where ATNS identifies the need for Warranty Maintenance, the process shall be the same.</p> <p>8) The Contractor is responsible for the preventive maintenance during the warranty contract period. The new security systems' equipment is therefore deemed to be in a good state of repair and is deemed as top quality products. All callout costs and warranty maintenance costs on the entire new security systems' installations during the warranty period will therefore be for the contractor's own account (and deemed inclusive in the quoted prices).</p> <p>9) The cost for repairs on the new security systems' installations equipment that can be attributed to incidences not covered by the warranty period will be for ATNS's account and will be reimbursed based on the quoted contractual unit rates. Where no unit rates exist for that item, the Contractor shall provide a cost based on the item's (discounted) cost plus the unit rate markup.</p>		
Comment		

9.14 PART PAYMENT

<p>1) Payment will be made once as follow:</p> <ul style="list-style-type: none"> a. Monthly progress payments will be made against the progress to be proven by a project progress schedule. b. 10% of the total contract value will be retained until the final system commissioning. c. Monthly warranty and/or preventive maintenance will be paid on a monthly basis, after work has been completed. 	Accept	Not accept
Comment		

9.16 PERFORMANCE MANAGEMENT MEETINGS

1) The Contractor shall meet with ATNS once every two weeks during the warranty period, during which all reports and issues under this contract shall be discussed.		Accept	Not accept
2) The reports under discussion shall be released to ATNS four (4) business days in advance.			
Comment			

9.17 PERFORMANCE MANAGEMENT REPORTING

The Contractor shall provide the following monthly reports during the warranty period. <ul style="list-style-type: none">a. Technical Concern list.b. List of high frequency incident / call outs.c. List of RFOs and RCAs and submission dates.d. Component / module repair report.e. Capacity Report.f. Invoices not paid by ATNS.g. Warrantee report on components repaired / replaced.		Accept	Not accept
Comment			

9.18 CONFIDENTIALITY

Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Agreement, including information or data which is prohibited from disclosure by virtue of: <ul style="list-style-type: none">a. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);b. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Agreement;c. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Agreement and in which a Party would have a reasonable expectation of confidentiality;d. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;e. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;		Accept	Not accept

<p>f. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;</p> <p>g. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and</p> <p>h. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or</p> <p>i. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party,</p> <p>a) but shall not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;</p> <p>j. Notwithstanding the provisions of this Agreement, no Party shall be entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;</p> <p>k. Subject to clause (j), where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party shall be required to submit all facts related to the disclosure in writing to the other Party, who shall submit information related to such actual or potential material damage to be resolved as a dispute;</p> <p>l. Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent shall not unreasonably be withheld.</p>		
<p>Comment</p>		

9.20 ROOT CAUSE ANALYSIS AND REASON FOR OUTAGE REPORTS

		Accept	Not accept
<p>1) The Reason for Outage (RFO) for security system' failures shall be issued within 12hours of the systems' failure, by the maintenance Contractor.</p>			
<p>2) A detailed engineering Root Cause Analysis (RCA) shall be issued within 36hours of the security system' failure. The following minimum points shall be addressed in the RCA:</p> <ul style="list-style-type: none"> a. Background leading to the failure b. Engineering reason for failure c. If a component failure; why it hasn't been detected and repaired during Preventive Maintenance d. If a SLA failure; why the SLA has been breached e. Moneys that shall be credited by the Contractor to ATNS as penalty for failure f. How similar failures shall be prevented for this site under the Contractor's responsibility g. Time required for permanent repairs h. How the restored system (and other similar systems) shall be tested to make sure similar failures shall not occur. i. How lessons learned shall be incorporated into the Preventive Maintenance, Corrective Maintenance, and Emergency Maintenance Standard Operating Procedures during the remainder of the warranty period. j. Upon ATNS's prior approval, and nature of the component failure, the 36hour SLA may be extended by ATNS to cater for detailed analysis. 			
<p>3) Technically poor and sub-standard RCAs shall not be accepted and shall be referred back to the maintenance Contractor, with the 36hour SLA still intact.</p>			
<p>4) Technically acceptable RCAs requiring further explanation shall be referred back to the maintenance Contractor, after which another 12hour window shall be allowed for elaboration on the requested areas.</p>			
Comment			

9.21 METHOD STATEMENTS

		Accept	Not accept
<p>1) The method statement must be compiled in accordance with specific scope of works as specified in this document.</p>			
<p>2) The Contractor will submit the required method statement for the entire scope of work, to ATNS within one month after contract signature.</p>			
Comment			

9.22 OCCUPATIONAL HEALTH AND SAFETY

		Accept	Not accept
1) The Contractor shall provide within one month of contract commencement its entire technical staff used on the ATNS contract's Occupational Health and Safety Training Certificates.			
2) The Contractor shall provide within one week of contract commencement the details of its occupational health and safety representative for this contract.			
3) The Contractor shall submit a Health and Safety plan to ATNS covering the full scope of work under this document for approval within three weeks after signature of the contract. Any changes and or improvements as requested by ATNS shall be resubmitted within two weeks.			
4) A document and agreement as described under Section 37.2 of the Occupational Health and Safety Act shall be signed with ATNS within two weeks after signature of the contract.			
5) The safety of ATNS personnel and visitors to ATNS premises shall be placed first, at all times and great care shall be taken not to damage any infrastructure or equipment.			
Comment			

9.23 HUMAN RESOURCES

		Accept	Not accept
1) The Contractor shall ensure the skill sets of its staff. Personnel shall be well trained with adequate knowledge and experience, be in possession of the relevant trade certificates, and equipped with all necessary tools and testing facilities to ensure correct and professional operation on all equipment and works to comply with this Scope of Work.			
2) The Contractor shall be responsible for its staff and they shall be equipped with adequate individual safety equipment and personal protective equipment when executing the task.			
Comment			

9.25 ATNS CHANGE CONTROL

		Accept	Not accept
1) The Contractor shall not undertake any work inside a distribution board or switch off any power on a distribution board without an approved ATNS change control and work authorization.			
2) Once the Contractor's preventive maintenance plan for the contract duration has been put in place, this plan can be submitted to ATNS for approval, which will eliminate the need for constant Change Control approval for planned preventive maintenance work.			
Comment			

9.26 SITE ACCESS

		Accept	Not accept
1) The Contractor is to note, as per ATNS's access policy, that itself, its staff that will work on this project, and its company will be subject to a security screening and security clearance audit. It or the staff failing the security clearance audit cannot work on this project and contract. Where the impact is such that the required services cannot be rendered to ATNS as required in this document, the contract will not be awarded or will be terminated (as the case may be).			
2) The Contractor is to note, as per ATNS's access policy, that itself and its staff that will work on this project will not be able to enter the site without a valid South African Identification Document. Where the impact is such that the required services cannot be rendered to ATNS as required in this document, the contract will be terminated.			
3) The Contractor shall note that the site is a high security environment.			
Comment			

9.28 AS BUILT PACK

		Accept	Not accept
<p>1) The Contractor shall provide a complete As-Built pack for the new security systems installation of the site.</p> <p>2) The As Built pack shall conform to the following:</p> <ul style="list-style-type: none"> a. The As-Built pack hard copy information shall be contained within a file, of which each page shall be in a plastic pocket, to ensure longevity of the documentation. b. Three complete files (1 original and 2 copies) shall be provided for the new installation. c. The files shall be clearly marked with a printed front page indicating the Site name and the relevant security systems. d. An electronic copy shall be made of the entire pack and be stored on one USB storage device which shall be issued to ATNS. <p>3) The As-Built pack shall contain the following information:</p> <ul style="list-style-type: none"> a. The monthly service and inspection job cards, during the warranty period. b. Any corrective maintenance job cards or component replacement job cards, during the warranty period. c. A copy of the Certificate of Compliance for the electrical work performed in relation to the newly installed equipment. d. Certificate of the warranty period (start and end dates), and contact details of the call center or technician on standby. An escalation cell phone number of the company Executive shall also be indicated. e. The complete set of CAD generated paper drawings and detail specification as well as electronic copies (drawings) of the works as actually carried out. f. The installation manual for each of the new security systems items g. The operational manual for each of the new security systems items h. The maintenance manual for each of the new security systems items i. The full critical spares schedule (with part numbers). j. The electrical wiring diagram for the system as well as all DB boards. <p>4) The Bidder must at the end of the contract hand over to ATNS the complete maintenance history data set. This will include a complete inventory of all assets and associated service history of all inventory items, engineering drawings and changes thereto, and the condition of each inventory item with regards to its life cycle stage.</p>			
Comment			

10 PROPOSAL TECHNICAL SPECIFICATIONS AND REQUIREMENTS

10.1 GENERAL SPECIFICATIONS

This section of the Technical Specification covers the detailed technical requirements relating to materials, installation, testing, commissioning and Guarantee of the security systems at ATNS remotes sites. The specification shall be read in conjunction with the rest of this contract in its entirety.

10.2 SCOPE OF WORKS

The Scope of works for this RFP is detailed in the following documents:

- **Annexure A: Scope Document**
- **Annexure B: Specifications for Integrated Security Systems**
- **Annexure C: Project Installation Specifications**
- **Annexure D: Bills of Quantities**
- **Annexure E: Tender Drawings**
- **Annexure F: Equipment to be supplied**

ATNS requires the services of a suitably experienced specialist Contractor to decommission the redundant security system at the above-mentioned sites, replace the existing systems and commission the new systems as per designs and specifications to meet the requirements of ATNS' remote sites. The successful bidder shall ensure that a high quality, fit-for-purpose solution is installed to meet the designed requirements as indicated within this document and all other relevant documents

The Technical Proposal for this project is broken down into the following documents

The contractor is to confirm here whether or not they have fully read and accepted the terms, conditions, design ideals and all other information as contained in these documents.

10.3 ANNEXURE A: SCOPE DOCUMENT

		Accept	Not accept
The Bidder Confirms they have read the above mentioned attached document and confirms that they understand and accept all information contained therein			
Comment			

10.5 ANNEXURE B: SPECIFICATIONS FOR INTEGRATED SECURITY SYSTEMS

The Bidder Confirms they have read the above mentioned attached document and confirms that they understand and accept all information contained therein		Accept	Not accept
Comment			

10.6 ANNEXURE C – PROJECT INSTALLATION SPECIFICATIONS

The Bidder Confirms they have read the above mentioned attached document and confirms that they understand and accept all information contained therein		Accept	Not accept
Comment			

10.7 ANNEXURE D – BILLS OF QUANTITIES

The Bidder Confirms they have read the above mentioned attached documents and confirms that they understand and accept all information contained therein		Accept	Not accept
Comment			

10.8 ANNEXURE E – TENDER DRAWINGS

The Bidder Confirms they have read the above mentioned attached documents and confirms that they understand and accept all information contained therein		Accept	Not accept
Comment			

10.9 ANNEXURE F – EQUIPMENT TO BE SUPPLIED

The Bidder Confirms they have read the above mentioned attached documents and confirms that they understand and accept all information contained therein		Accept	Not accept
Comment			

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10.10 ALL DRAWINGS AS MENTIONED IN THE ISSUE SHEET AND BELOW AND ATTACHED TO THIS RFP

DELMAS HF TRANSMITTER	

The Bidder Confirms they have read the above mentioned attached drawings and confirms that they understand and accept all information contained therein	Accept	Not accept
Comment		

10.11 CCTV SYSTEM

Confirm that the CCTV system that will be provided will comply with the requirements:	Comply	Not comply

10.12 ACCESS CONTROL SYSTEM

Confirm that the Access control system that will be provided will comply with the requirements:	Comply	Not comply

10.13 PERIMETER INTRUSION DETECTION SYSTEM

Confirm that the Perimeter intruder detection system that will be provided will comply with the requirements:	Comply	Not comply

10.14 PERIMETER FENCE SYSTEM

Confirm that the Perimeter fence system that will be provided will comply with the requirements:	Comply	Not comply

10.15 INTERCOM SYSTEM

Confirm that the Intercom system that will be provided will comply with the requirements:	Comply	Not comply

10.16 ALARM SYSTEM

Confirm that the Alarm system that will be provided will comply with the requirements:	Comply	Not comply

PRICING AND BOQ (ANNEXURE D)

11 PROPOSAL PRICE EVALUATION

11.1 PRICE POINTS SCORING SYSTEM

The 80/20 or 90/10 Preference Point System shall be applicable in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022

11.2 GENERAL PRICE CRITERIA CONDITIONS

Bidder will be bound by the following general price criteria conditions and ATNS reserves the right to negotiate the conditions or automatically disqualify the Bidder for not accepting these conditions. These conditions will

form part of the signed contract/contractual obligation for the Bidder. However, ATNS reserve the right to include or waive the condition in the signed contract.

1.	All prices must be inclusive of VAT and must be quoted in South African Rand (ZAR).	Accept	Not accept
Comment			

2.	Bidder is required to provide a copy of previous financial year audited financial statement. At least the Statement of Financial Position, Statement of Financial Performance must be provided.	Accept	Not accept
Comment			

3.	All prices quoted are the total price for the entire scope of required services and deliverables to be provided by the Bidder.	Accept	Not accept
Comment			

4.	The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.	Accept	Not accept
Comment			

5.	All additional costs must be clearly specified.	Accept	Not accept
Comment			

11.3 PREAMBLE - BILL OF QUANTITIES

- The bill of quantities shall be read in conjunction with the General Conditions of Contract together with the Specifications, Special Provisions and the Drawings for a full description of each item. The general requirements and descriptions of the Works and equipment given in the Specification are not repeated in the bill of quantities.
- Each item shall be priced and extended to the "Total" column by the Tenderer. If the Tenderer omits to price any item in the bill of quantities then the cost of the work of each item shall be considered as included in the prices given for the other items.

- The quantities of work and material set forth in the bill of quantities are estimates only and are not to be considered as limiting nor as extending the amount of work to be done and material to be supplied by the Contractor. The Contractor shall ascertain the correct quantities before ordering. Items will only be paid for insofar as they have been supplied and installed. Excessive quantities or wastage shall not be paid for.
- The price quoted against each item of this bill of quantities shall cover the full inclusive cost of the completed work to which it refers, as described in the Conditions of Contract and Specification and as shown on the Drawings and shall allow for transporting, loading, storage, supervision commissioning, wastage, profit etc.
- No alterations, erasure or addition is to be made in the text of the Document. Any alteration, erasure or addition made will not be recognised and the original working of the Document will be adhered to.
- Tenderers shall clarify any doubt about the meaning of any wording in the bill of quantities before the Tender closing date.
- All existing equipment that becomes redundant over the course of the contract remains the property of ATNS unless otherwise indicated.
- Tenderers shall check their extension calculations and additions for arithmetical errors as the total Tender price, as submitted, will remain fixed

11.4 BID EXCHANGE RATE CONDITIONS

The bidders are required to use the exchange rate provided below to enable ATNS to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	
1 Euro	
1 Pound	

11.5 BOQ

The BOQ can be found in document **Annexure D: Bills of Quantities**

11.6 ADDITIONAL PRICING INFORMATION

Prices quoted will be binding during the term of the contract.

Rates will be used for items not covered in the scope of work, or Corrective and extended preventative maintenance that does not form part of the Warranty conditions. Rates will remain fixed for the 60-month duration of the contract maintenance contract.

ANNEXURES

ANNEXURE A: SCOPE DOCUMENT

ANNEXURE B: SPECIFICATIONS FOR INTEGRATED SECURITY SYSTEMS

ANNEXURE C: PROJECT INSTALLATION SPECIFICATIONS

ANNEXURE D: BILLS OF QUANTITIES

ANNEXURE E: TENDER DRAWINGS

ANNEXURE F: EQUIPMENT TO BE SUPPLIED