



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



**APPOINTMENT OF A SERVICE PROVIDER TO RENDER PERIMETER FENCING  
MAINTENANCE SERVICES AT ATNS OR TAMBO INTERNATIONAL AIRPORT  
AND ITS SITES FOR A PERIOD OF SIX (6) YEARS.**

**REQUEST FOR PROPOSAL: ATNS/FAOR/RFP060/22.23/FENCING  
MAINTENANCE**

**NOVEMBER 2022**

**VOLUME 1A**

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



**APPOINTMENT OF A SERVICE PROVIDER TO RENDER PERIMETER FENCING MAINTENANCE SERVICES AT ATNS OR TAMBO INTERNATIONAL AIRPORT AND ITS SITES FOR A PERIOD OF SIX (6) YEARS.**

<b>RFP REFERENCE NUMBER:</b>	ATNS/FAOR/RFP060/22.23/FENCING MAINTENANCE
<b>CLOSING DATE OF TENDER / SUBMISSION OF BID:</b>	14 December 2022
<b>CLOSING TIME:</b>	13h00, CAT (no late, and facsimile responses will be accepted)
<b>COMPULSORY SITE INSPECTION SESSION</b>	<p><b>Date: 1 December 2022</b></p> <p><b>Time: 11h00 to 12h00</b></p> <p><b>Venue: ATNS O.R. Tambo International Airport Control Tower Gate 14</b></p> <p><b>Bonaero Drive</b></p> <p><b>Bonaero Park</b></p> <p><b>1619</b></p>
<b>BID VALIDITY PERIOD:</b>	<ul style="list-style-type: none"> <li>• 180 days (Commencing from tender closing date)</li> </ul>
<b>RETURNABLE DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• Valid SARS pin</li> <li>• Valid B-BBEE certificate (SANAS approved) or Sworn Affidavit.</li> <li>• Latest CSD report</li> <li>• Fully completed and signed SBD documents.</li> </ul>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER TO RENDER</b>



	<p><b>PERIMETER FENCING MAINTENANCE SERVICES AT ATNS OR TAMBO INTERNATIONAL AIRPORT AND ITS SITES FOR A PERIOD OF SIX (6) YEARS.</b></p>
<p><b>DEPOSITED IN THE BID BOX SITUATED AT:</b></p>	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298</p> <p>OR</p> <p>Should a bidder require to submit their documents online, they must send an email requesting a link to <a href="mailto:olwethuf@atns.co.za">olwethuf@atns.co.za</a> and copy <a href="mailto:tenders@atns.co.za">tenders@atns.co.za</a> to express their interest to do so.</p> <p>On the email Bidders must specify on the subject line – the tender number and description.</p> <p><b>Deadline for requesting the link is two days before closing date, email sent after this deadline will not be attended to.</b></p>
<p><b>PROCUREMENT SPECIALIST:</b></p>	<p>Olwethu Fakude</p>
<p><b>TELEPHONE:</b></p>	<p>(011) 607 1165</p> <p><b>NB: due to COVID 19 Pandemic, only contact via e-mail.</b></p>
<p><b>E-MAIL:</b></p>	<p><a href="mailto:olwethuf@atns.co.za">olwethuf@atns.co.za</a></p>



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

**BIDDING STRUCTURE**

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

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



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

<b>HAS AN ORIGINAL VALID TAX COMPLIANCE REPORT AND PIN BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS</b>	
<b>YES</b>	<b>NO</b>

<b>PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER</b>	
Indicate the Type of Company	

**SIGNATURE OF BIDDER:**



.....

DATE: .....

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE	Page 6 of 62	November 2022
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**Air Traffic and Navigation Services SOC Limited**

Company Reg. No. 1993/004150/30  
ISO 9001 certified

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Directors: S Thobela (Chairman)  
NP Mdawe (Chief Executive Officer)  
JM Moholola (Chief Financial Officer)  
KN Vundla, LN Ngema, ZG Myeza, JC Trembath  
S Badat, KS Boqwana, N Kubheka, CR Burger, T Kgokolo

Acting Company Secretary: N Mongali



## IMPORTANT NOTICE

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

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

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

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



## TABLE OF CONTENTS

1	GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS.....	8
1.1	Background and Introduction .....	8
1.2	Purpose of the Bid.....	11
1.3	Scope of Work .....	11
1.4	Duration of appointment.....	13
1.5	Acquisition strategy .....	13
2	GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS.....	13
2.1	Correspondence during Bid Period .....	13
2.2	Failure to Adhere to Instructions .....	14
3	BID SUBMISSION CONDITIONS AND INSTRUCTIONS.....	16
3.1	FRAUD AND CORRUPTION .....	16
3.2	CLARIFICATIONS/ QUERIES .....	16
3.4	SUBMITTING BIDS.....	17
3.4	LATE BIDS.....	18
3.5	NEGOTIATION AND CONTRACTING.....	18
3.6	REASONS FOR REJECTION.....	19
3.7	CANCELLATION OF BID.....	19
3.8	CONTRACT TERMS.....	19
3.9	DISCLAIMER .....	20
4	Evaluation Processes .....	20
4.1	Compliance with Minimum Requirements Criteria .....	20
4.2	Technical Mandatory Requirements, Price and Preference Points .....	20
4.3	Preferential Procurement Reform.....	21
4.4	Bid Evaluation Response.....	22
5	SBD Forms .....	33





## 1 GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

### 1.1. Background and Introduction

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

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

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

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

#### **Vision**

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

#### **Mission**

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

- Our business is driven through our embedded Values, being:
- Accountability
- Safety and customer service
- Continuous improvement and innovation



- Employee engagement and development
- Fairness and consistency
- Open and effective communication

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

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

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

### **Regulated Business**

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

#### **Air navigation services and infrastructure**

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

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

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

ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE	Page 10 of 62	November 2022
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### Air traffic service charges

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

### Training institution

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

### Non-Regulated Business

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



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

## 1.2. Purpose of the Bid

- The appointment of a service provider to provide fencing maintenance services at ATNS OR Tambo International Airport (FAOR) Control Tower and its sites for a period of six (6) years.
- The fencing maintenance services function is to assist ATNS to accomplish its risk management objectives by ensuring the effectiveness and securing of its facilities.
- The objective of this bid is to appoint a suitable fencing maintenance service that can provide assurance to ATNS Management in discharging its responsibilities regarding Fencing maintenance services. The bidder must demonstrate the capability to perform effective Fencing maintenance services in accordance with all legal and statutory requirements.

## 1.3. Scope of Work

- Service providers are herewith invited to submit proposal for fencing maintenance services:
  - General and preventive fencing maintenance services
  - Repair/Replace of damaged/fallen fencing and gates
- The provision of fencing maintenance services is on **an AD-HOC** basis as required by ATNS OR Tambo management on a quotation basis. Bidders shall provide pricing rates over six (6) years.

## 1.4. Technical Specifications



- Maintenance of the existing fences on an ad-hoc base. See section 4 for more details of sites to be maintained.
- Provide repair services on existing OR Tambo sites (Including local and remote sites) when required.
- If uneconomical to maintain or to repair; Supply new fencing related item as replacements for faulty items.
- Provide fencing related maintenance services on a callout basis.
- Supply and deliver fencing related material on quotation base.
- Recommend on required repairs after maintenance/inspection.
- Inspecting of ATNS buildings (sites) on request.
- Response to call outs for emergency repairs.
- All replaced items shall come with 12 Month warranty and guarantee.
- Perform repairs in case of breakdowns. Provide spares and all necessary items to restore services

#### 1.4.1 General

- Demonstrate experience and expertise in fencing maintenance services and compliance with applicable laws and regulations.
- The service provider must provide all equipment, materials, labour, and transport to comprehensively execute fencing maintenance services.
- The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.
- Provide quoted prices which is inclusive of all items (e.g.: preparation, material, labour, and transport costs).
- All fencing maintenance services reports and working papers shall remain the property of ATNS.



- The supplier must create and submit an OHS Safety file.

**In carrying out the work, the successful service provider must ensure that staff will obtain and maintain 24 months ACSA permanent access permits for access to airside. Access Permit cost R 340.00 per head.**

#### **1.4.2 Deliveries**

- Deliveries must take place within 7 working days of placing an official order, except in emergency circumstance; delivery must be immediate.
- The service provider shall always remain fully and solely responsible for the timeous delivery of service/goods to ATNS at O.R. Tambo International Airport, Gate 14, Bonaero Dr, Bonaero Park. 1619.
- Delivery of fencing maintenance services related items must include the off-loading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.
- Service provider must supply and ensure their own labour for the discharging of the fencing maintenance services at the designated ATNS site.
- ATNS FAOR will place orders as and when required during the contract period.

#### **1.4.3 Quality**

##### **1.4.3.1 Quality Standards**

- The delivery of services to ATNS Shall be carried out with best quality and to a high class of workmanship.



- Fencing maintenance services products used at ATNS should be certified with SABS or equivalent, In the event where ATNS elects to accept an alternative product purported to be equal/similar by the tenderer, acceptance of the product(s) will be conditional on ATNS's inspection and testing after receipt.
- If, in the sole judgment of ATNS, the product is determined not to be equal/similar, the item shall be collected by the service provider and a correct item need to be delivered
- All work shall be carried out in accordance with prevailing industry norms and best practices.
- The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

#### 1.4.3.2 Quality Tests

- ATNS may from time to time test the quality of the products and services, non-compliance may result in the termination of the contract.

#### 1.4.4 Contractors Responsibilities

##### 1.4.4.1 The Contractor shall:

- Maintain the clean and neat fencing maintenance services at ATNS Operations Complex and its remote sites as applicable in a sustainable manner while ensuring compliance to general safety and aviation related legislation.
- Be fully responsible for meeting all requirements in this document regarding the Works.





- Ensure that all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply.
- Conduct any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
- Conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
- Be fully responsible for obtaining (and keeping up to date with) said requirements above.
- Be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.
- At all times remain responsible to ensure that the staff compliment is sufficient to maintain the service levels and system performance.
- Continuously ensure that all staff is suitable, able and competent for the duties required of them.
- Continuously ensure that all staff is knowledgeable and trustworthy.
- Further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.
- Ensure that all services are performed within the required Response Times as stipulated in Service Levels.





- Be responsible for holding all tools and/or special equipment that might be required for the execution of the works.
- Ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff are always immediately reachable via cell phone.
- Ensure that all staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).
- Ensure that Safety equipment are used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- Ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.
- Ensure that No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.
- Ensure that all relevant labour and safety legislation is adhered to in rostering staff.
- Ensure that no unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.



#### 1.4.5 Sites Location

- The successful service provider will be required to perform Fencing maintenance services related activities on the sites listed below on an as and when required. The distance to site as listed below is measured from OR TAMBO Control center. The quote thereof would be from a distance from ATNS to the site. Travelling time will not be considered labour hours or overtime, all costs to be factored in in the rates.

LOCAL SITES	DISTANCE (KM)		
ATNS TOWER COMPLEX	GAUTENG	0	Ad-hoc
SYSTEM SUPPORT SUITE (SSS)	GAUTENG	0	Ad-hoc
VHF RECEIVER STATION	GAUTENG	0	Ad-hoc
VHF TRANSMITTER STATION	GAUTENG	0	Ad-hoc
FAOR JS VOR/DME	GAUTENG	0	Ad-hoc
HF - BABSFONTEIN	GAUTENG	28	Ad-hoc
HF - ISANDO	GAUTENG	13	Ad-hoc
HF - DELMAS	GAUTENG	38	Ad-hoc
ILS JS 03L	GAUTENG	1	Ad-hoc
ILS JS 03R	GAUTENG	1	Ad-hoc
ILS JS 21L	GAUTENG	1	Ad-hoc
ILS JS 21R	GAUTENG	1	Ad-hoc

VHF Sites	Province	Distance (Km)	Frequency
VHF ELLISRUS	LIMPOPO	350	Ad-hoc
VHF GROOTHOEK	LIMPOPO	250	Ad-hoc
VHF HARTBEEFSFONTEIN	NORTHWEST	250	Ad-hoc
VHF JERICHO	MPUMALANGA	250	Ad-hoc
VHF KAAPSEHOOP	MPUMALANGA	350	Ad-hoc
VHF LEEUKOP	FREE STATE	220	Ad-hoc
VHF LOUIS TRICHARDT	LIMPOPO	430	Ad-hoc
VHF MAFIKENG FRS	NORTHWEST	340	Ad-hoc
VHF MAUCHSBERG	MPUMALANGA	300	Ad-hoc
VHF PHALABORWA	LIMPOPO	450	Ad-hoc
VHF POTGIETERSRUST	LIMPOPO	280	Ad-hoc
VHF RENOSTERKOP	FREE STATE	250	Ad-hoc
VHF VRYBERG	NORTHWEST	450	Ad-hoc
VHF WAKKERSTROOM	MPUMALANGA	350	Ad-hoc



VOR Sites	Province	Distance (Km)	Frequency
VOR WONDERBOOM	GAUTENG	66	Ad-hoc
VOR GRASMERE	GAUTENG	120	Ad-hoc
VOR GREESFWALDT	LIMPOPO	540	Ad-hoc
VOR HEIDELBURG	GAUTENG	120	Ad-hoc
VOR WARDEN	FREE STATE	250	Ad-hoc
VOR LANSERIA	GAUTENG	80	Ad-hoc
VOR MAFIKENG	NORTHWEST	340	Ad-hoc
VOR PHALABORWA	LIMPOPO	520	Ad-hoc
VOR KRUGER	MPUMALANGA	350	Ad-hoc
VOR PILANESBURG	NORTHWEST	220	Ad-hoc
VOR STANDERTON	MPUMALANGA	180	Ad-hoc
NDB MAFIKENG	NORTHWEST	340	Ad-hoc

Regional Airports (VDF)	Province	Distance (Km)	Frequency
POLOKWANE AIRPORT - FAPP	LIMPOPO	308	Ad-hoc
KRUGER AIRPORT - FAKN	MPUMALANGA	350	Ad-hoc
LANSERIA AIRPORT - FALA	GAUTENG	80	Ad-hoc
MAFIKENG AIRPORT - FAMM	NORTHWEST	340	Ad-hoc
PILANESBURG AIRPORT - FAPN	NORTHWEST	200	Ad-hoc
WONDERBOOM AIRPORT - FAWB	GAUTENG	66	Ad-hoc
RAND AIRPORT - FAGM	GAUTENG	30	Ad-hoc

Radar Sites	Province	Distance (Km)	Frequency
RADAR KRUGER SSR	MPUMALANGA	350	Ad-hoc
RADAR POTGIETERSRUST	LIMPOPO	280	Ad-hoc
RADAR WAKKERSTROOM	MPUMALANGA	350	Ad-hoc

## 1.4.6 Management

### 1.4.6.1 Planning and programming



- All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal operations.
- Normal operational hours shall be from 07:30 to 16:00 Weekdays.
- Non-scheduled maintenance and breakdown maintenance will be handled separately.

#### 1.4.6.2 Methods and procedures

ATNS might require the following from time to time:

- Pointing out services to consultants or other contractors.
- Providing of system data and/or statistics to ATNS.
- Recommending improvements on operational procedures relating to the fencing maintenance services.

**Note: The ATNS Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.**

#### 1.4.6.3 Environment

- The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to ATNS employees.

**At no time shall the Contractor:**

ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE	Page 20 of 62	November 2022
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**Air Traffic and Navigation  
Services SOC Limited**

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NP Mdawe (Chief Executive Officer)  
JM Moholola (Chief Financial Officer)  
KN Vundla, LN Ngema, ZG Myeza, JC Trembath  
S Badat, KS Boqwana, N Kubheka, CR Burger, T Kgokolo

Acting Company Secretary: N Mongali



- allow any pollutants or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

#### 1.4.6.4 Management meetings

- The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

#### 1.4.6.5 Format of communications

- Work instructions, daily check sheets, monthly maintenance reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

#### 1.4.6.6 ACSA Access Permits

- The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it.
- The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.



#### 1.4.6.7 Health and safety requirements and procedures

- The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard.
- All persons on company premises shall obey all health and safety rules, procedures and practices. A copy of the Safety Rules booklet is available on request from ATNS.
- All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.
- The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced.

#### 1.4.6.8 The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- All basement areas
- ATC Hall
- Equipment Room
- Tower
- All enclosed areas

**NOTE: Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorized by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.**

#### 1.4.6.9 Protection of ATNS Employees



- The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
- The Contractor shall take special care in order not to harm or endanger ATNS employees in any way. Work shall be sufficiently hoarded and guarded in order to safeguard ATNS employees from injury relating to machinery, work or other.
- At no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.

#### 1.4.6.10 Barricades and lighting

- Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

#### 1.4.6.11 Operational hours

- Normal operational hours shall be from **07:30 to 16:00** weekdays.

#### 1.4.6.12 Account Manager

- The bidder must be able to provide the ATNS with an experienced dedicated Account Manager that will support the ATNS operations.

### 1.4.7 Service Levels

ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE	Page 23 of 62	November 2022
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The following service levels are the minimum service levels acceptable to ATNS, service providers must be able to match or better the service levels.

#### 1.4.7.1 Response Times

- It will be expected of the contractor to be available 24 hours a day, 7 days a week, 365 days a year to attend to all Fencing maintenance services. When not on site the contractor has to ensure that they can still meet the specified service levels as stated in this contract.
- 100% of all calls must be responded to within 25min during normal working hours as per contract. 100% of all calls after hours must be responded to within 45 min when required on site. Response time shall be measured as the time taken from reporting the call to the maintenance contractor.
- 100% of all calls must be completed in 4 hours. Special arrangements will be made for all project related work and completion dates fixed at negotiation stages.
- ATNS will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to provide services.

#### 1.4.7.2 Resource Proposal

- The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff and how/where they will be deployed and utilised under this contract.

#### 1.4.8 Acquisition strategy

ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE	Page 24 of 62	November 2022
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The proposed acquisition strategy is to award to one supplier meeting the ATNS Preferential Procurement requirements for the entire scope of sourcing, implementation, and support of the project. Suppliers that do not meet the Preferential Procurement requirements must partner with a local supplier that meets the requirements in the form of a joint venture.

## 2 GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

### 2.1 Correspondence during Bid Period

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

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

Procurement Specialist: Olwethu Fakude – olwethuf@atns.co.za and copy tenders@atns.co.za.

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

#### 2.1.2 All correspondence shall be made as follows:

Ref No: **ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE**  
Date : Day Month Year:  
To : ATNS Company Ltd:



From : Name of Bidder:

Subject: **ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE**

All correspondence may be sent by email to [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za)

### 2.1.3 Preparation of Bid

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

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

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

Reference	Requirement	Comply	Do not comply
<b>Volume 1 A</b>	<ul style="list-style-type: none"> <li>• South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates from SANAS/EME Sworn Affidavit</li> <li>• Partnership/JV agreement (Where applicable)</li> <li>• Work share split between the parties. (Where applicable)</li> </ul>		



<b>Volume 1 A</b>	Bidders shall submit a complete and comprehensive response on all aspects of the tender issued in order to provide ATNS with a solution required.		
<b>Volume 1 A</b>	South African companies shall submit their central supplier database summary reports, Valid Tax PIN, ID copies, Banking Details and company registration docs		
<b>Volume 1 C</b>	Pricing Schedule (on a separate envelope)		
<b>Parcel B</b>	Response to the Technical Mandatory Requirements		

## 2.2 Fraud And Corruption

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

## 2.3 Clarifications/ Queries

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to [Olwethuf@atns.co.za](mailto:Olwethuf@atns.co.za) at: [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) and [tenders@atns.co.za](mailto:tenders@atns.co.za) not later than 12:00 CAT on the 08<sup>th</sup> of December 2022. A reply will be published on the ATNS website [www.atns.co.za](http://www.atns.co.za) under the Tenders section. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.



## 2.4 Submitting Bids

- 2.4.1** Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to [tenders@atns.co.za](mailto:tenders@atns.co.za) and [copy\\_olwethuf@atns.co.za](mailto:copy_olwethuf@atns.co.za) to express their interest to do so. A link will be shared with the supplier for uploading the documents on a secure online portal. On the email Bidders must specify on the subject line – the tender number and description. In case submitting hard copies, Bids shall be submitted in two separate Parcels. Parcel A shall be Response to Volume 1A, and 1C. Each parcel shall contain; 1 (one) original hardcopy, one (1) copy hardcopy, and soft copy (PDF format) on a movable storage medium (USB disk), each sealed and addressed in accordance with the following requirements, The name and address of the Bidder; and the Bid Number.
- 2.4.2** The closing date of the Bid indicated on the envelope.
- 2.4.3** A Cover Letter, signed by the authorized representative of each member of the Bidding Entity, Consortium or Joint Venture, which shall contain:
- 2.4.4** List of Bid Proposal Documents and an Index of the contents therein;
- 2.4.5** Particular points to which the Bidder wishes to draw the Company’s attention in his Commercial Proposal and Technical Proposal.
- 2.4.6** The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 2.4.7** Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the designation “Original” or “Copy”, as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked and numbered as “Copy 1/2”.
- 2.4.8** All Bid Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified on this document.
- 2.4.9** No Bids forwarded by telegram, telex, facsimile will be considered. Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.
- 2.4.10** The original copy **MUST BE SIGNED IN BLACK INK** by an authorized employee, agent or representative of the Bidder and initialized on each and every page of the Bid Response.



## 2.5 Submission Of Bid:

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

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

### 2.5.2 No later than 13h00 CAT on the 14<sup>th</sup> of December 2022, Central African Time at which time the Bid Proposals will be collected.

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

### 2.5.4 Should a bidder require to submit their documents online, they must send an email to [olwethuf@atns.co.za](mailto:olwethuf@atns.co.za) and [tenders@atns.co.za](mailto:tenders@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 supplier for uploading the documents on a secure online portal. The deadline for requesting the link is two days prior to closing date and time, should you fail to request the link on time. This will not be attended to.

## 2.6 Late Bids

### 2.6.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) box shall be locked at exactly 13:00 CAT and bids arriving late will not be attended to under any circumstances.

### 2.6.2 Bids uploaded after closing date and time online will not be considered.



## 2.7 Negotiation and Contracting

- 2.7.1 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.
- 2.7.2 ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 2.7.3 Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

## 2.8 Reasons For Rejection

- 2.8.1 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.
- 2.8.2 ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
  - 2.8.3 Have abused the SCM system of ATNS.
  - 2.8.4 Have committed proven fraud or any other improper conduct in relation to such system.
  - 2.8.5 Have failed to perform on any previous contract and the proof exists.
  - 2.8.6 Such actions shall be communicated to the National Treasury.



## 2.9 Cancellation of Procurement Process

2.9.1 This procurement process can be postponed or cancelled at any stage

## 2.10 Contract Terms

2.10.1 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.

2.10.2 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.

2.10.3 All documentations will be the property of ATNS.

## 2.11 Disclaimer

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

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

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

## 3 EVALUATION PROCESS





### 3.1 Compliance With Minimum Requirements Criteria

3.1.1 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.

### 3.2 Technical mandatory requirements, Price and points system

3.2.1 All bids will be evaluated as follows:

3.2.2 **The First stage**, bids will be evaluated in line with the B-BBEE Codes of Good Practice.

3.2.3 **The Second stage**, Bids will be evaluated for **mandatory Technical Requirements**. During this stage, Tender response documentation will be evaluated against compliance to the Mandatory documents required. Failure to submit Mandatory documents will result in disqualification.

3.2.4 **The Third stage**, bids will be evaluated in terms of the **80/20 scoring system**. Only bids that provide all documentation requested for **technical Mandatory Requirements** will be evaluated during this stage

### 3.3 Bid Response Evaluation

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

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

#### *PREFERENTIAL PROCUREMENT REFORM:*

#### **THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PERTAINING TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2017.**

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





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

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

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

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

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

During this stage Bid response documents will be reviewed to assess adherence to submission instructions, and compliance to TAX Requirements. 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:

ATNS/FAOR/RFP060/FY22.23/FENCING MAINTENANCE	Page 33 of 62	November 2022
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Reference	Requirement	Comply	Do not comply
<b>Volume 1 A (Parcel A)</b>	GCC		
<b>Volume 1 A (Parcel A)</b>	South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of Oath.		
<b>Volume 1 A (Parcel A)</b>	Is the Bid divided into commercial (Vol 1) and technical (if applicable) submissions?		
<b>Volume 1 A (Parcel A)</b>	Signed JV/Consortium agreement with clear illustration of portion of work and contract value % that the local supplier will be responsible for.		
<b>Volume 1A (Parcel B)</b>	Compliance with items (Technical Requirements) as summarized		

### 3.3.3 Second Stage: Technical Mandatory Requirements

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. The Technical Mandatory Requirements are listed below, it is important that you submit all the documentation requested below or you will be disqualified. FAILURE TO SUBMIT ANY OF THE BELOW MANDATORY DOCUMENTS WILL RESULT IN A DISQUALIFICATION AND BIDDER WILL NOT BE EVALUATED FURTHER.



Mandatory Criteria	Proof Required
<p>Provide five (5) letters of proof of Previous Relevant experience Fencing maintenance services.</p> <p>References must be in a form of a signed letters on a client's business letterhead stating the scope and description of the services rendered, with contactable references, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by closing date of this RFP</p>	5 Letters
CIDB Grading	3 SQ
Compliance with COID (Compensation for Occupational Injuries and Diseases) and provide certificates (Letter of Good standing)	COID certificate
<p>The Service Provider must have a footprint in Gauteng, service provider, to support this by providing a utility bill/lease agreement that is in the supplier's name.</p> <p>NB: ATNS shall validate this by means of a site Inspection at the supplier's offices.</p>	utility bill/lease agreement

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

3.3.4.1 Bidders who provide all the required documentation listed on Technical Mandatory will be evaluated in terms of the 80/20 points system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the Bidder.

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

B-BBEE status Level of Contributor	Number of Points (80/20 system)
1	20
2	18



3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0



**PRICING SCHEDULE TO USED (SUPPLIERS TO USE THEIR LETTER HEAD USING THE BELOW SAMPLE TEMPLATE)**

Fencing maintenance services Costing

The service provider shall provide a detailed cost proposal factoring in all expenses. Costs must be quoted on an all-inclusive rate for the different levels of the proposed resources/equipment/supplies to be utilized.

**AD-HOC Costing**

ITEMS	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Normal Hours</b> All hours within Normal Time (Labour Hourly Rate) 07:30 - 16:00 (VAT Inclusive)	R	R	R	R	R	R
<b>After Hours (Overtime)</b> All hours outside Normal Time (Labour Hourly Rate) After 16:00 (VAT Inclusive)	R	R	R	R	R	R
<b>Saturdays</b> All hours outside Normal Time (Labour Hourly Rate) (VAT Inclusive)	R	R	R	R	R	R
<b>Holidays/ Sundays</b> All hours outside Normal Time (Labour Hourly Rate) (VAT Inclusive)	R	R	R	R	R	R



<b>Travelling Rates</b> (As per AA Rates)	The cost of all travelling (Rate/Kilometer)	R	R	R	R	R	R
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<b>Accommodation Rates</b> (As per government rates)	Accommodation rates for outside Gauteng (Rate per night)	R	R	R	R	R	R
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<b>Mark up Rate</b>	Mark up Rate (Consumable/Assets) (%)	%	%	%	%	%	%
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## Forms of BID

Price as reflected on form must include all customs and/or other duties, delivery and installation costs. Bids on a basis of c.i.f. or in bond, or qualified to the effect that bills of entry are to be furnished may be disqualified.

### Rate of Exchange Variation

#### Installation Contract:

ATNS shall not be liable for the Rate of Exchange Variation under the Contract for Acquisition Phase. The Contract Price shall be a fixed in Rands for the Acquisition Phase. Should there be any variation/change to the Contract Price due to a change in the rate of exchange, such price variation/change shall be for the account/cost of the Contractor/Service Provider.

#### Option and CVO:

Any options: ATNS shall not be liable for the Rate of Exchange Variation under the Contract for Acquisition Phase. The Contract Price shall be a fixed in Rands for the Acquisition Phase. Should there be any variation/change to the Contract Price due to a change in the rate of exchange, such price variation/change shall be for the account/cost of the Contractor/Service Provider.

#### or Contract Variation:

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

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

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

At the commencement of each of support, the Contractor shall Hedge the foreign content for that year, and any variation between spot rate on submission of the invoice and the Hedged Rate shall be for the account or credit of ATNS.

The Contractor shall provide the total estimated foreign component cost of the support maintenance cost over the duration of the contract.



The Contractor shall provide the foreign component cost in the 1st year and provide the percentages on how the support maintenance cost escalates every year over the duration of the maintenance contract period.

The Bidder shall provide the estimated local escalation costs and percentage for each year for the duration of the project as indicated on the table below.

The Contractor shall provide the total cost for the maintenance in **foreign currency**. Please see the annexure B below for the template.

Support maintenance contract	Foreign Currency Amount	Percentage Escalations
Year 1	300,000.00	
Year2	330,000.00	10%
Year 3	379,500.00	15%

The Contractor shall provide the total cost for the maintenance in **local currency**. Please see the template below: Annexure C

Support maintenance contract	Local Currency Amount	Percentage Escalations
Year 1	300,000.00	
Year2	330,000.00	10%
Year 3	379,500.00	15%

Rules that apply when exchange cover on a fixed term basis is a condition of the contract:

The Contractor shall, within 14 fourteen days of receipt of the contract (or if an export permit is required within 14 [fourteen] days after receipt of such permit) or such extended period as agreed upon at the time, arrange exchange cover for the total exchange amount which cover may not exceed the contractual term and shall be transferred abroad on a fixed term basis. Once the currency futures have been issued, the Company's finance division must be provided with a copy of such currency futures.

Should the currency futures not be taken out within the prescribed period, then, subject to the provisions of paragraph one of the following two rates, whichever is to the best advantage of the company, shall be used for calculation purposes:

- the spot rate applicable on the last day of the prescribed period;
- the actual rate applicable to the currency futures.





**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
				[TICK APPLICABLE BOX]	



			<input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<b>1.1.1.1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>1.1.1.2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
---	--	--	---

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  
 YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN



THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

**DATE:**



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**

<b>NB: Has the following forms been completed, signed and submitted with your proposal?</b>		
<b>Documentation</b>	<b>Checked by Bidder</b>	<b>Checked by Procurement Specialist</b>
Invitation to Bid- SBD 1		
Declaration of interest – SBD 4		
Contract Form (rendering of services) – SBD 7.1		
ID Documents of Directors/Shareholders		
Central Supplier Database Summary Report		
Company Profile		
Submitted One (1) original, one (1) hard copies and one (1) electronic copy (USB) in PDF format.		



**ATNS FORM D**

**DISCLOSURE OF GROUP/COMPANY STRUCTURE**

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

2.1 Full Name of bidder or his or her representative:  
 .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
 .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

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

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




**3 DECLARATION**

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

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

.....  
 Signature Date  
 .....  
 Position Name of bidder

November 2022





**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



--	--	--

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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.



1.4 The maximum points for this bid are allocated as follows:

	POINTS	
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;







6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:





**Designated Group: An Supplier which is at last 51% owned by:**

**EME**

**QSE**

√

√

Black people

Black people who are youth

Black people who are women

Black people with disabilities

Black people living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black people who are military veterans

**OR**

Any EME

Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company



- (Pty) Limited  
[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....  
.....  
.....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.  
[TICK APPLICABLE BOX]

**8.7** Total number of years the company/firm has been in business:.....

**8.8** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –  
  
(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



**SBD 7.1**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
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 2011;
- 1.1.6 Declaration of interest;
- 1.1.7 Declaration of bidder's past SCM practices;
- 1.1.8 Certificate of Independent Bid Determination;
  
- 1.2 General Conditions of Contract 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 .....  
 E .....  
 NAME OF .....  
 FIRM .....  
 DATE .....  
 .....

WITNESSES	
1.....	
....	
2.....	
....	



**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

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





SIGNED AT .....

ON

.....

NAME .....

(PRINT) ...

SIGNATUR .....

E ...

OFFICIAL STAMP
----------------

WITNESSES
1.....
2.....
DATE.....
...