

**INVITATION TO BID**

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



**REQUEST FOR PROPOSAL: ATNS/IT/RFP046/23.24/DATA CLASSIFICATION**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DATA  
CLASSIFICATION AND DATA LABELLING TO RETRIEVE AND SORT THE DATA FOR  
ATNS.  
VOLUME 1A.**

**FEBRUARY 2024**

**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 state, and 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.**

<b>REFERENCE NUMBER:</b>	<b>ATNS/IT/RFP046/23.24/DATA CLASSIFICATION</b>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF DATA CLASSIFICATION AND DATA LABELLING TO RETRIEVE AND SORT THE DATA FOR ATNS.</b>
<b>ISSUE DATE:</b>	<b>20 February 2024</b>
<b>CLOSING DATE:</b>	<b>13 March 2024</b>
<b>CLOSING TIME:</b>	<b>11H00, CAT</b>
<b>COMPULSORY BRIEFING SESSION:</b>	N/A
<b>DEPOSITED IN THE BID BOX SITUATED AT:</b>	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298</p> <p>OR</p> <p>Should a bidder be required to submit their documents online, they must send an email to <a href="mailto:LamentN@atns.co.za">LamentN@atns.co.za</a> and copy <a href="mailto:tenders@atns.co.za">tenders@atns.co.za</a> to express their interest in doing so. `</p> <p>In the email, Bidders must specify the tender number and description in the subject line.</p> <p>A link will be shared with the Bidder upon receipt of their intention to submit a bid online.</p> <p><b>The deadline for requesting the link is 2 days before the closing date; emails sent after this deadline will not be attended to.</b></p>

## TABLE OF CONTENTS

IMPORTANT NOTICE .....	5
1. SECTION A: INTRODUCTION AND SCOPE OF WORK .....	6
1.1. INTRODUCTION.....	6
1.2. BACKGROUND OF THE PROJECT .....	8
1.3. SCOPE OF WORK.....	8
1.4 SYSTEMS OVERVIEW .....	9
1.4.1 System Description.....	9
1.4.2 Data Classification Categories:.....	9
1.4.3 Intended Use.....	9
Classification of data will also assist in the two categories below .....	9
1.5 PROJECT OVERVIEW .....	10
1.6 GENERAL REQUIREMENTS.....	10
1.6.1 Security Requirements .....	10
1.7 SYSTEM REQUIREMENTS.....	10
1.7.1 FUNCTION 1: Identify Data Stewards .....	11
1.7.2 FUNCTION 2: Data Discovery.....	11
1.7.3 FUNCTION 3: Develop a Classification Framework. ....	11
1.8 Validity Period .....	12
1.9 Correspondence during the Bid Period.....	12
1.10 The Bid shall be delivered as a complete submission, which shall comprise .....	13
1.11 Clarifications.....	13
1.12 Procedures For Submitting of Bids .....	14
2 SECTION B: BID EVALUATION PROCESS .....	15
2.8 Stage 1: Administrative Requirements.....	15
2.9 Stage 2: Technical Evaluation .....	15
2.10 Stage 3: Price and Specific Goals .....	17
3 SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID .....	20
3.8 DISCLAIMER .....	20
3.9 CONTRACT TERMS.....	20
3.10 CANCELLATION OF PROCUREMENT PROCESS.....	21
3.11 BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA.....	21
3.12 NEGOTIATION AND CONTRACTING.....	21
3.13 REASONS FOR REJECTION.....	21
3.14 GENERAL CONDITIONS OF CONTRACT .....	22
3.15 ADDITIONAL INFORMATION REQUIREMENTS .....	22
3.16 CONFIDENTIALITY .....	22
3.17 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT .....	22

3.18	NON-COMPLIANCE WITH DELIVERY TERMS .....	22
3.19	WARRANTS .....	22
3.20	PARTIES NOT AFFECTED BY WAIVER OR BREACHES .....	22
3.21	RETENTION .....	23
3.22	CENTRAL SUPPLIER DATABASE .....	23
3.23	FORMAT OF BIDS .....	23
3.24	SARS TAX CLEARANCE CERTIFICATE(S).....	24
3.25	DECLARATION OF INTEREST .....	24
3.26	INVITATION TO BID .....	24
3.27	PRICING SCHEDULE .....	24
3.28	REGISTRATION ON THE CSD .....	25
3.29	REGISTRATION CERTIFICATES AND ACCREDITATION WITH OEMs or PROFESSIONAL BODIES.....	25
4	SECTION D: STANDARD BIDDING DOCUMENTS.....	26
	SBD1: INVITATION TO BID.....	26
1	PROTECTION OF PERSONAL INFORMATION.....	32
	SBD 3.1 - PRICING SCHEDULE – FIRM PRICES.....	35
	(PURCHASES) .....	35
	SBD 4: BIDDER’S DISCLOSURE .....	36
	SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.....	39
80/20	or 90/10 .....	40
80/20	or 90/10 $P_s = 801 + P_t - P_{max}P_{max}$ or $P_s = 901 + P_t -$ $P_{max}P_{max}$ .....	41
	GENERAL CONDITIONS OF THE CONTRACT .....	44

**BIDDING STRUCTURE**

<b>Indicate the type of Bidding/Tendering Structure by marking it with an 'X'</b>	
<b>Individual Bidder</b>	
<b>Joint Venture</b>	
<b>Consortium</b>	
<b>With Sub-Contractors</b>	
<b>Other</b>	
<b>If Individual:</b>	
<b>Name of Bidder</b>	
<b>Registration Number</b>	
<b>VAT Registration Number</b>	
<b>Contact Person</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	
<b>Cell Number(s)</b>	
<b>E-mail Address</b>	
<b>Postal Address</b>	
<b>Physical Address</b>	
<b>If Joint Venture or Consortium, indicate the name/s of the partners:</b>	
<b>Company Name</b>	
<b>Registration Number</b>	
<b>VAT Registration Number</b>	
<b>Contact Person</b>	
<b>Telephone Number</b>	
<b>E-mail Address</b>	
<b>Fax Number</b>	
<b>Postal Address</b>	
<b>Physical Address</b>	

## 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 the 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.

## 1. SECTION A: INTRODUCTION AND SCOPE OF WORK

---

### 1.1. 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 and orderly, expeditious and efficient management of Air Traffic Management services. The company operates at 21 country aerodrome locations, including OR Tambo, Cape Town, and King Shaka International Airports. In the rest of the African Continent, ATNS provides, amongst others, Aeronautical Satellite Communication (VSAT) networks. This service extends from Cape to Cairo, interconnecting more than 33 states in Africa and the 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 by our embedded Values, being:
- Accountability
- Safety and customer service
- Continuous improvement and innovation
- Employee engagement and development
- Fairness and consistency
- Open and effective communication

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

navigation services provider (ANSP), ATNS is governed by the nation's legislative and administrative framework.

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

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

### **Regulated Business**

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

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

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

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

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

#### **Air traffic service charges**

As a monopoly service provider, ATNS is regulated economically by the Economic Regulating Committee (RC) that is a statutory body formed and appointed by the Shareholder, the Department of Transport (DoT). The RC is empowered by the ATNS Company Act (Act 45 of 1993) to issue permission to ATNS. The permission regulates the increase in specified tariffs that ATNS can issue and lays down minimum service standards requirements for the regulated business. ATNS is, through the permission, 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 lifespan.

#### **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 recognised 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 Shareholders. It will also enable ATNS to enter 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 the ATNS website – [www.atns.com](http://www.atns.com)

## **1.2. BACKGROUND OF THE PROJECT**

The data Management team within the IT/OT department has established the need for and importance of Data Classification for all data that sits in the Enterprise Data Warehouse. Currently, data in the current EDW environment needs to be classified. Thus, it becomes difficult to understand the data. Data classification will allow ATNS to understand the types of data we are processing, and we will be processing and storing on EDW. To enable and sustain an integrated approach for managing and delivering data/information, the need to classify all ATNS business data sources in a centralised EDW environment is essential and imperative. Data Classification facilitates regulatory compliance and can result in cost savings by implementing the appropriate level of security for all information. By classifying data, ATNS can concentrate its resources on protecting valuable information with encryption and heightened security. Lower-risk data can be handled using less expensive methods.

## **1.3. SCOPE OF WORK**

- 1.3.1** The purpose of the request is to appoint a reputable service provider to implement data classification of ATNS data so that it is easy to categorise, locate, sort, and apply the necessary security to the data.

### 1.3.2 SYSTEMS OVERVIEW

#### 1.3.2.1 System Description

Data classification organises data into categories that make it easy to retrieve, sort, and store for future use. A well-planned data classification system makes essential data easy to find and retrieve. This can be particularly important for risk management, legal discovery, and regulatory compliance. Data classification will outline clear procedures and guidelines and define what categories and criteria the organisation will use to classify data. Data Classification also specifies the roles and responsibilities of the Data Management team, Data Stewards, and ATNS employees.

#### 1.3.3 Data Classification Categories:

Data Classification Category	Description
Public	Public company data that if breached will have an insignificant or no impact on ATNS's activities, services and objectives
Private	Private company data that if breached due to accidental or malicious activity will have low impact on ATNS's activities, services and objectives
Sensitive	Sensitive company data that if breached due to accidental or malicious activity will have a medium impact on ATNS's activities, services and objectives
Highly Sensitive	Highly Sensitive company data that if breached due to accidental or malicious activity will have a high impact on ATNS's activities, services and objectives

#### 1.3.4 Intended Use

Classification of ATNS data will assist the ATNS Data Management team to easily manipulate, track quickly, and analyse individual datasets and thus answer any data requests.

**Classification of data will also assist in the two categories below:**

##### 1.3.4.1 Data Availability and Integrity:

##### 1.3.4.2 Confidentiality

## 1.4 PROJECT OVERVIEW

### 1.4.1 Problem Statement

The Data Management team has identified unclassified data currently residing in the Datawarehouse. This poses a risk where ATNS doesn't have a clear view.

### 1.4.2 Project Goal

Data classification helps you understand what types of data you store and where that data is stored. This involves:

- 1.4.2.1 Informs risk management and regulatory compliance processes.
- 1.4.2.2 Helps in prioritising security measures for data in different categories.
- 1.4.2.3 Data Classification allows for easy discovery of the data.
- 1.4.2.4 Data Classification increases user productivity and decision-making.
- 1.4.2.5 Reduces data management and storage costs by identifying duplicate and outdated data.
- 1.4.2.6 Data Classification helps to justify requests for data security improvements.

## 1.5 GENERAL REQUIREMENTS

### 1.5.1 Security Requirements

- 1.5.1.1 Unauthorised access to EDW will only be limited to the Data Management team.
- 1.5.1.2 Data classification documents will be developed, including data dictionaries and metadata.
- 1.5.1.3 The Data Management team and Data stewards will define data classification categories.

### 1.5.2 Backup and disaster recovery

- 1.5.2.1 Backup of EDW will be kept for disaster recovery.
- 1.5.2.2 Back up of data classification documents will be backed up.

## 1.6 SYSTEM REQUIREMENTS

Below are the system requirements

### 1.6.1 FUNCTION 1: Identify Data Stewards

Data stewards have a vast amount of understanding of the data their respective departments keep; hence, they are critical in ensuring that they share their knowledge of the data with the Data Management team and service provider so that all teams can ensure that data going into EDW is classified accordingly in the correct data classification categories.

### 1.6.2 FUNCTION 2: Data Discovery

Identification of all data sources of all ATNS data: this is the process of identifying where the data resides, how valuable it is, how many copies exist, and who has access to the data.

### 1.6.3 FUNCTION 3: Develop a Classification Framework.

Designing a data organisation framework includes but is not limited to developing metadata documents, data tagging, data labelling, data dictionaries, etc. This will enable the sorting of data into different categories and groups. The formal Classification framework policy will be developed for unstructured and structured data.

#### Information Included on the Data Classification Framework:

- 1.6.3.1 **Scope and Attributes:** Data type of the data being classified and the characteristics of the data. Location of the data, who is using it, and who will perform classification on it.
- 1.6.3.2 **Responsibilities:** specifies which individuals are responsible for which tasks in the data classification workflow.
- 1.6.3.3 **Procedures:** step-by-step processes for accessing, evaluating, and classifying data, considering confidentiality, troubleshooting, and other vital issues.
- 1.6.3.4 **Impact level:** mapping out data in the organisation and its impact on business processes and compliance requirements. This can help understand the criticality of data classification for each dataset.
- 1.6.3.5 **Glossary** - a definition of terms used in the data classification framework, which should be clear to everyone in the organisation.
- 1.6.3.6 Develop data classification categories and data classification matrix.

Below are the Data classification categories and Data classification matrix:

## Data Classification Categories

Data Classification Category	Description
Public	Public company data that if breached will have an insignificant or no impact on ATNS's activities, services and objectives
Private	Private company data that if breached due to accidental or malicious activity will have low impact on ATNS's activities, services and objectives
Sensitive	Sensitive company data that if breached due to accidental or malicious activity will have a medium impact on ATNS's activities, services and objectives
Highly Sensitive	Highly Sensitive company data that if breached due to accidental or malicious activity will have a high impact on ATNS's activities, services and objectives

## Data Classification Matrix

Type of data	Public	Private	Sensitive	Highly Sensitive
Risk level	Very low	Low	High risk	High Risk

### 1.6.4 FUNCTION 4: Applying Standards, policies, and Acts.

ATNS must ensure their data classification strategy conforms to all internal data protection policies. Unauthorised disclosure of sensitive information will be a breach of data protection acts. To enforce proper protection against data breaches, data must be categorised and sorted according to its sensitivity to apply appropriate security to protect the data.

## 1.7 Validity Period

- 1.7.1 The proposal provided to ATNS in terms of this proposal request must be valid for 120 days from the submission date.
- 1.7.2 Should there be a need to request an extension of the finalisation of the award of the RFP, the bidders will be duly informed, and the priced proposal will remain valid for the amended duration.

## 1.8 Correspondence during the Bid Period

- 1.8.1 All correspondence during the bidding period in connection with the Bid shall be made as follows:

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

Procurement Specialist (Acting): Lament Nkadimeng – [LamentN@atns.co.za](mailto:LamentN@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za)

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

**1.9.1 PARCEL A** - Commercial Proposal; Financials and Price Structure (Response to Volume 1A, and 1C); and

**PARCEL A - COMMERCIAL PROPOSAL; FINANCIALS AND PRICE STRUCTURE. - LABELLED AND TABBED AS PER INDEX.**

Parcel A Index	Requirement	Confirm Submission with X
<b>Volume 1 A</b>	South African companies shall submit their: (1) Central Supplier Database summary reports (2) Tax Clearance PIN (3) ID copies of members/directors (4) Banking Details (5) Company registration docs (6) B-BBEE Certificate (7) Other Supporting documents	
<b>Volume 1 C</b>	(8) Pricing Schedule (in a separate envelope)	

**1.10 Clarifications**

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 the Form of Questionnaire and email to [LamentN@atns.co.za](mailto:LamentN@atns.co.za) and copying [tenders@atns.co.za](mailto:tenders@atns.co.za) not later than 12:00 CAT on the 6<sup>th</sup> of March 2024. 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.

## 1.11 Procedures For Submitting of Bids

- 1.11.1 The closing date and time for submitting quotations is 13<sup>th</sup> March 2024 @ 11h00, CAT.
- 1.11.2 All prospective bidders must send their bid response submissions to ATNS before or on the closing date and time.
- 1.11.3 Bidders can now submit their documents online or in hard copies. Should a bidder be required to submit their documents online, they must send an email to [LamentN@atns.co.za](mailto:LamentN@atns.co.za) and copy [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest in doing so. A link will be shared with the supplier to upload the documents to a secure online portal. In the email, Bidders must specify the tender number and description in the subject line. **The deadline for requesting the link is 2 days before the closing date; emails sent after this deadline will not be attended to.**
- 1.11.4 In case of submitting hard copies, Bids shall be submitted in two separate Parcels, A and B. Each parcel shall contain 1 (one) original and One (1) copy and One (1) soft copy (PDF format) in a movable storage medium (USB), each sealed and addressed in accordance with the following requirements:
- 1.11.4.1 The name and address of the Bidder and the Bid Number
- 1.11.4.2 The closing date of the Bid is indicated on the envelope.
- 1.11.4.3 A Cover Letter, signed by the authorised representative of each member of the Bidding Entity, Consortium or Joint Venture, which shall contain:
- 1.11.4.4 List of Bid Proposal Documents and an Index of the contents therein.
- 1.11.4.5 Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
- 1.11.4.6 The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 1.11.4.7 Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number, and marked with either the designation "Original" or "Copy", as applicable. When referencing another related document, this identification number shall be indicated. Each copy document shall be marked and numbered as "Copy 1/2".
- 1.11.5 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.

Bid responses sent by post or courier must reach this office at least thirty-six (36) hours before the closing date as specified to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a "late

proposal/response” and will not be entertained.

The Bid Documents shall be hand delivered to:

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

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

## **2 SECTION B: BID EVALUATION PROCESS**

---

### **Bid Evaluation Process**

The bid evaluation process for this RFP will be conducted in three (3) distinct stages as follows:

#### **2.7 Stage 1: Administrative Requirements**

All prospective bidders must comply with the following administrative requirements:

- 2.7.1** Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- 2.7.2** Fully completed and signed Standard Bidding Documents (SBD) forms (SBD 1, Form D, SBD 3.1, SBD 4, SBD 6.1): duly completed and signed by the duly authorised person.
- 2.7.3** Tax PIN, Company registration documents, Bank details, and ID copies of the directors.

If the Bidder fails to comply with any of the administrative requirements, or if ATNS cannot verify whether the 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 any supplementary information within 7 (seven) days to achieve full compliance, provided that the supplementary information is administrative and not substantive.

#### **2.8 Stage 2: Technical Evaluation**

During this stage, tender response documentation will be evaluated against functional and technical specifications compliance.

The evaluation during this stage is based on the technical criteria. Only bidders achieving a minimum score of 75% points will be evaluated further. The criteria are set out below:



No	Evaluation Criteria	Weight
1	Company experience	30%
2	Resource experience	20%
3	Reference letters	30%
4	Methodology and Approach	20%
<b>Grand Total</b>		<b>100%</b>

Company experience	Points available- max 30	Bidder scoring
The bidder must have a minimum of five (4) years' experience in providing Data Classification.	More than 5 years' experience = <b>30 points</b>	
	4 years' experience= <b>15 points</b>	
	Less than 4 years' experience= <b>0 points</b>	
Resource experience	Points available- max 30	Bidder scoring
The bid proposal must include the CVs of the following key staff:  1) <i>The project manager allocated to the project.</i> 2) <i>Technical resources to assist with the implementation of functional requirements.</i>	CV of project manager and technical resource (s) with more than years 5 of experience included in bid proposal = <b>20 points</b>	
	CV of project manager or technical resource (s) with less than 5 years of experience included in bid proposal = <b>10 points</b>	
	No CVs included in bid proposal= <b>0 points</b>	

Reference letters	Points available- max 30	Bidder scoring
The bidder shall provide a minimum of three (3) references to demonstrate their Experience with Data classification implementation in the Enterprise Data Warehouse environment.	More than 3 reference letters = <b>30 points</b>	
Reference letters from at least three clients confirming that the supplier has implemented Data classification in the Enterprise Data Warehouse environment within the last 5 years are required	3 reference letters = <b>15 points</b>	
	Less than 3 reference letters= <b>0 points</b>	
Methodology and Approach	Points available- max 20	Bidder scoring
The bidder is to provide a detailed project approach and methodology for executing the scope of work.	Methodology and approach that includes the full scope of work required timeframes and deliverables = <b>20 points.</b>	
The bidder will provide a detailed project approach and methodology for executing the scope of work.	The methodology and approach provided include limited scope of work, timeframes, and deliverables = <b>10 points</b>	
	No methodology included/methodology that does not relate to the scope of work= <b>0 points</b>	

## 2.9 Stage 3: Price and Specific Goals

**2.9.1** The 80/10 preference points system will be utilised for this RFP. This preference points system is for the acquisition of goods or services below a Rand value of R50 million as follows:

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

### 2.9.2 Pricing Schedule

Description	Quantity	Total Cost
Implementation of Data Classification	1	
Training Costs	1	
Project Management	1	
Maintenance and Support (1 Year)	1	
Other Costs	1	
<b>Total Contract Costs excluding VAT</b>		
<b>VAT</b>		
<b>Total Contract Costs, including VAT</b>		

**NAME OF THE COMPANY**.....

**DESIGNATION**.....

**SIGNATURE**.....

**CSD NUMBER**.....

**2.9.3 Specific Goals**

**The Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.**

ATNS Preferential Procurement (PP) requirements, as per the ATNS Supply Chain Management Policy, state that ATNS shall deal with suppliers in accordance with the ATNS-specific goals. The application of the specific goals will be per request, per tender up to the maximum points as per the applicable pricing formula, the 80/20 system.

Suppliers must meet the Preferential Procurement requirements to identify any possible teaming arrangement that could be established with South African B-BBEE-compliant enterprises. The Company will consider any workable plan to train and promote black businesses or individuals through meaningful participation in this project favourably during the RFP evaluation process.

The partnership must be in the form of a Joint Venture Agreement or Consortium Agreement between compliant B-BBEE and non-B-BBEE Organisation/or foreign supplier in order to meet the policy requirements.

All responsive tender offers shall be evaluated in terms of Price and ATNS-specific goals. The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000.

**2.9.3.1 The following allocation will determine the specific goals (10.00 points) for this tender process:**

<b>Category</b>	<b>Points allocated</b>
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	20,00
<b>Total</b>	<b>20,00</b>

**2.9.3.2 Bidders must submit the following documents as a means of verification for specific goals:**

- (a) CSD Report
- (b) CIPC documents (company registration documents),

- (c) Shareholder certificates, and
- (d) Copy/ies of Identity document(s) for shareholder(s).

Bidders who fail to submit the above documents will not qualify for points allocated for specific goals.

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

---

#### **3.7 DISCLAIMER**

- 3.7.1** The Bidder shall bear all costs incurred in connection with the preparation and submission of their Bid Response and for the finalisation of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.
- 3.7.2** 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.

#### **3.8 CONTRACT TERMS**

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

Company, price and other evaluation factors having been considered.

### **3.9 CANCELLATION OF PROCUREMENT PROCESS**

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

### **3.10 BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA**

The Bid submission conditions, instructions, and evaluation process/criteria have been noted. Only compliance with these will result in a bid being accepted.

### **3.11 NEGOTIATION AND CONTRACTING**

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

Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award or promise/ undertaking to award the contract.

ATNS shall not be obliged to accept the lowest or any bid, offer or proposal.

A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement (if applicable) signed by the designated responsible person of both parties.

ATNS also reserves the right to enter one contract with a Bidder for all required functions or into more than one contract with different Bidders for different functions.

### **3.12 REASONS FOR REJECTION**

ATNS shall reject a proposal for the award of a contract if the recommended Bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

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

1. Have abused the SCM system of the ATNS.
2. Have committed proven fraud or any other improper conduct in relation to such system.
3. Have failed to perform on any previous contract and the proof exists.
4. Such actions shall be communicated to the National Treasury.

### **3.13 GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract must be accepted.

### **3.14 ADDITIONAL INFORMATION REQUIREMENTS**

During the evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such requests must be submitted within 7 working days or as otherwise indicated. Please comply to ensure your bid is considered.

All additional information will be accepted from any individual Bidder with such information having been requested.

### **3.15 CONFIDENTIALITY**

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

### **3.16 INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT**

Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may only disclose information, documentation, or products to other clients with the written approval of the accounting authority or the delegate.

This paragraph shall survive the termination of this contract.

### **3.17 NON-COMPLIANCE WITH DELIVERY TERMS**

As soon as it becomes known to the contractor that they cannot deliver the services within the delivery period and against the quoted price and as specified, ATNS must be given immediate written notice. ATNS reserves the right to implement remedies as provided for in the GCC.

### **3.18 WARRANTIES**

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

### **3.19 PARTIES NOT AFFECTED BY WAIVER OR BREACHES**

The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the

waiving party in respect of any continuing or other breach of the terms and conditions hereof.

No favour, delay, relaxation, or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a

Waiver of such power or right, nor shall any single or partial exercise of any such power or right under this agreement.

### **3.20 RETENTION**

On termination of this agreement, the bidder shall, on demand, hand over all documentation provided as part of the project and all deliverables, etc., without the right of retention, to ATNS.

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing shall also be in writing.

### **3.21 CENTRAL SUPPLIER DATABASE**

It is a requirement that all suppliers/service providers to ATNS shall be registered on the National Treasury Central Supplier Database (CSD).

Therefore, bidders must register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link:  
<http://ocpo.treasury.gov.za/Pages/default.aspx>.

Bidders are therefore required to submit proof of their registration on the CSD, or if they still need to register, provide proof of their application to be registered with their bid.

No bid will be awarded; a contract will conclude with a bidder not registered on the CSD.

### **3.22 FORMAT OF BIDS**

Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and presented.



If applicable, Bidders must set out their proposal in the format prescribed hereunder. This means that the proposal must be structured in the parts noted below. Information not submitted in the relevant part may not be considered for evaluation purposes.

### **3.23 SARS TAX CLEARANCE CERTIFICATE(S)**

Bidder must ensure compliance with their tax obligations.

Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of the state to view the taxpayer's profile and tax status. Application for tax compliance status (TCS) or PIN may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).

Bidders may also submit a printed TCS together with the bid.

In bids involving consortia/ joint ventures/ sub-contractors, each party must submit a separate proof of TCS/ PIN/ CSD number.

A CSD number must be provided where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD).

Bids submitted without any one of the above will be deemed to be non-responsive.

### **3.24 DECLARATION OF INTEREST**

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

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

### **3.25 INVITATION TO BID**

Bidders must complete, sign, and return the full "Invitation to Bid" document.

Bids submitted without a completed and signed Invitation to Bid will be deemed non-responsive.

### **3.26 PRICING SCHEDULE**

Any budget amount indicated in this document shall be deemed a guide only, and Bidders are expected to submit a fair and reasonable costing.

All costs related to this assignment are to be allowed for in the prescribed pricing schedule and formats and must be returned as part of the submission. Bids submitted without a price or an incomplete price will be deemed non-responsive.

A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing may be considered non-responsive.

### **3.27 REGISTRATION ON THE CSD**

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

### **3.28 REGISTRATION CERTIFICATES AND ACCREDITATION WITH OEMs or PROFESSIONAL BODIES**

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

#### 4 SECTION D: STANDARD BIDDING DOCUMENTS

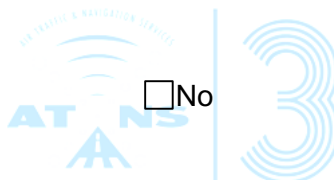
#### SBD1: INVITATION TO BID

#### PART A

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIR TRAFFIC AND NAVIGATION SERVICES SOC LIMITED (ATNS)</b>					
BID NUMBER:	ATNS/IT/RFP046/23.24/DATA	CLOSING DATE:	13 March 2024	CLOSING TIME:	11h00
CLASSIFICATION					
DESCRIPTION	Appointment of a service provider for the provision of data classification and data labelling to retrieve and sort the data for ATNS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ATNS HEAD OFFICE</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Lament Nkadimeng		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1218		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:Lamentn@atns.co.za">Lamentn@atns.co.za</a>		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	

**[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]**

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

**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 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 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: .....

**ATNS FORM D**

**(PRICING SCHEDULE MUST BE IN A SEPARATE ENVELOPE-VOLUME 1C)**



CLOSING TIME:

ON

BID NO.

VALIDITY: **120 DAYS** NAME OF BIDDER: .....

...

.....

...

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY BID PRICE MUST <u>EXCLUDE</u> <u>VALUE-</u> <u>ADDED TAX</u>
----------	----------	-------------	---

1	Supply, delivery, and installation (Volume 2)	(Volume 2)	R
	Total Bid Price		R
	Alternative Offers (Bidder to advise)		R

Manufacturer, type and model .....

Country of manufacture .....

Is the offer strictly to specification? YES / NO

If not to specification, state deviations .....

Contract period excluding guarantee period .....

Is the price quoted fixed? YES / NO

Is the delivery and installation period fixed? YES / NO

Are the supplies/services guaranteed as required in the Bid specification? YES / NO

If a guarantee is not explicitly required in the Bid specification, are the Supplies/ services guaranteed? YES / NO

Are you the accredited agent for the manufacturers of the equipment offered? YES / NO

Where in the Republic of South Africa can a machine/equipment of the type you offered be inspected under working conditions? .....



What are the names and addresses of the factories where the supplies will be manufactured? .....

What is the approximate value of spares in stock in the Republic of South Africa for the equipment offered? R.....

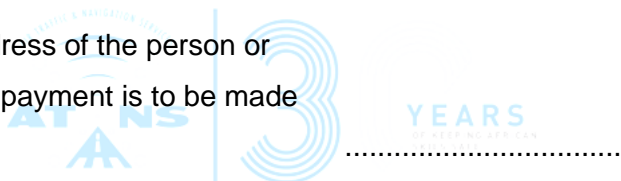
Furnish full particulars (separately if necessary) of the arrangements that you can make for the efficient servicing/maintenance of the supplies/services locally. ....

In respect of supplies to be specially imported, indicate -

(i) Whether a special import permit is required

YES / NO

(ii) The name and address of the person or company to whom payment is to be made abroad



(iii) The amount in foreign currency is to be paid by you abroad.

(See **Volume 1B**, paragraph 2.16.15.1) .....

(iv) What ruling rate of exchange (at the date of Bid) was applied in the conversion of this amount to South African currency (See Volume 1B, paragraph 2.16.15.1 and what was the date when this rate was applied) .....



## 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 by 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 have/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

- 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 because 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 **Error! Reference source not found.**
- 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, 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 their 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 they are aware of their right to:
  - 1.2.1 Access the information at any reasonable time for the purposes of rectification thereof;
  - 1.2.2 Object to processing the information; Lodge a complaint with the Information Regulator.





**SBD 3.1 - PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED  
IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder: .....	Bid number: .....
Closing Time: 11:00	Closing date: .....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF THE BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY
NO.			** (ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
- Brand and model: .....
- Country of origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- The period required for delivery: .....
- \*Delivery: Firm/not firm
- Delivery basis: .....

Note: All delivery costs must be included in the bid price for delivery at the prescribed destination.

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

**SBD 4: BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

Where a person/s is listed in the Register for Tender Defaulters and 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 proprietors/directors/trustees/shareholders/members/ partners or any person with a controlling interest in the enterprise in the table below.

Full Name	Identity Number	Name of State institution

<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.

Full Name	Identity Number	Name of State Institution

2.2. Do you, or any person connected with the bidder, have a relationship with any person whom the procuring institution employs? **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 at this moment make the following statements that I certify to be true and complete in every respect:

- 3.1. I have read and 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.

<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. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, or 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.
- 3.5. The terms of the accompanying bid have not been. They will not be disclosed by the bidder directly or indirectly to any competitor before the date and time of the official bid opening or the awarding of the contract.
- 3.6. 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 required by the institution. The bidder was not involved in drafting the specifications or terms of reference for this bid.
- 3.7. I am aware that, in addition, and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, suspicious bids 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 the state:** The applicable preference point system for this tender is the 90/10 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will be interpreted to mean



that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	

Where

$P_s$  = 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

Maximum of 80 or 90 points is allocated for price on the following basis:  $P_s =$

$$80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or}$$

$$P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = 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

(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 systems.

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

***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 claimed (90/10 system) (To be completed by the tenderer)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	20,00	

**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 the 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.

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



## GENERAL CONDITIONS OF THE CONTRACT

### TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices



32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

#### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments, appendices, and documents incorporated by reference.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that are substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock on hand.
- 1.10. "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad markets its goods on its initiative in the RSA at lower prices than that of the country of origin, potentially harming the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the supplier's control, not involving the supplier's fault or negligence, and not foreseeable. Such events may include but are

not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

## 2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring

of rights, but excluding immovable property unless otherwise indicated in the bidding documents.

- 2.2. Where applicable, special contract conditions are also laid down to cover specific supplies, services or works.
- 2.3. The special conditions shall apply Where such special contract conditions conflict with these general conditions.

### 3. General

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

### 4. Standards

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

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

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



## **6. Patent rights**

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

## **7. Performance security**

7.1. Within thirty (30) days of receipt of the contract award notification, the successful bidder shall furnish the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations unless otherwise specified in SCC.

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

8.1. All pre-bidding testing will be for the bidder's account.

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

8.3. If no inspection requirements are indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the purchaser shall defray the cost of the inspections, tests and analyses.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services referred to in clauses 8.2 and 8.3 that do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may be inspected, tested, or analysed on or after delivery and rejected if found not to comply with the contract's requirements. Such rejected supplies shall be held at the cost and risk of the supplier, who shall when called upon, remove them immediately at his own cost and substitute them with supplies that comply with the contract's requirements. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may purchase such supplies as may be necessary at the supplier's expense without giving the supplier further opportunity to substitute the rejected supplies.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

10.1. The supplier shall deliver the goods according to the terms specified in the contract. The shipping details and other documents to be furnished by the supplier are specified in SCC.

10.2. Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and commissioning of the supplied goods;
- b. furnishing of tools required for assembly and maintenance of the supplied goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d. performance or supervision or maintenance and repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- e. training of the purchaser's personnel at the supplier's plant and on-site in assembly, start-up, operation, maintenance, and repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - i) Advance notification to the purchaser of the pending termination in sufficient time to permit the purchaser to procure needed requirements and
  - ii) following such termination, furnishing at no cost to the purchaser the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

## **16. Payment**

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice and a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

## 17. Prices

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

## 18. Contract amendments.

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

## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

21.1. The supplier shall deliver the goods and perform the services in accordance with the schedule prescribed by the purchaser in the contract.

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

21.3. No provision in a contract shall be deemed to prohibit obtaining supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not

situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered. The supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue the performance of the contract to the extent that it is not terminated.

- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends to restrict a supplier or any person associated with the supplier, the supplier will be allowed a period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within fourteen (14) days, the purchaser may regard the intended penalty as not objected to and impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also apply to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury with the following information:
- i) the name and address of the supplier and person restricted by the purchaser.
  - ii) the date of commencement of the restriction
  - iii) the period of restriction; and
  - iv) the reasons for the restriction.

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

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act, the Register must be open to the public. The Register can be perused on the National Treasury website.

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

- 24.1. When, after the date of bid, provisional payments are required, anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-

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

## **25. Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1. If any dispute or difference of any kind arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference by mutual consultation amicably.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. Mediation in respect of this matter may only be commenced if such notification is given to the other party.



27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limited liability**

28.1. Except in cases of criminal negligence or wilful misconduct and the case of infringement pursuant to Clause 6;

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

## **29. Language**

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

## **30. Applicable law**

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

## **31. Notices**

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing, and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

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

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

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

### **34. Prohibition of Restrictive practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and terminate the contract in whole or part, and restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.