

## INVITATION TO BID

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD  
REPUBLIC OF SOUTH AFRICA



### REQUEST FOR QUOTATIONS

<b>RFQ REFERENCE NUMBER:</b>	<b>ATNS/RFQ0027/TS/FAOR/2024/2025/UPS</b>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO REMOVE AND DISPOSE OFF THE EXISTING UPS AT THE BAPSFONTEIN RECEIVER SITE WITH SUBSEQUENT SUPPLY, DELIVERY AND INSTALLATION OF A NEW UPS.</b>
<b>ISSUE DATE:</b>	<b>30 August 2024</b>
<b>CLOSING DATE:</b>	<b>01 October 2024</b>
<b>CLOSING TIME:</b>	<b>11H00, CAT</b>
<b>REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS</b>	<ul style="list-style-type: none"><li>• Valid Tax Pin Status</li><li>• Latest Central Supplier Database (CSD) Report</li><li>• Duly completed and signed SBD Forms (SBD1, SBD 4, SBD 6.1)</li><li>• Quotation on the Company Letterhead (Aligned to ATNS pricing schedule)</li></ul>
<b>REQUIRED MANDATORY DOCUMENTS</b>	<ul style="list-style-type: none"><li>• Valid CIDB Grading 2 EP Certificate</li><li>• Reference letters on client's letterhead, not older than three years and must be contactable</li><li>• Wireman's License</li><li>• Datasheets for:<ul style="list-style-type: none"><li>• UPS</li><li>• Battery back up</li></ul></li></ul>
<b>RFQ DOCUMENTS MAY BE ADDRESSED TO:</b>	<b>Contract Specialist: Light Gqabhu</b>

	<p>Email address: <a href="mailto:RFQs@atns.co.za">RFQs@atns.co.za</a> and copy <a href="mailto:lightg@atns.co.za">lightg@atns.co.za</a></p> <ul style="list-style-type: none"> <li>• <b>NB: All responses must be submitted on the above dedicated mailbox. No hand delivery submissions will be considered.</b></li> </ul>
<p>ALL RFQ INQUIRIES MAY BE ADDRESSED TO:</p>	<ul style="list-style-type: none"> <li>• Email address: <a href="mailto:lightg@atns.co.za">lightg@atns.co.za</a></li> </ul>

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

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## BIDDING STRUCTURE

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

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

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### 1.1. Introduction

Air Traffic and Navigation Services SOC Limited (ATNS) provides air traffic, navigation, training and associated services within South Africa and a large part of the Southern Indian and Atlantic Ocean, comprising approximately 6% of the world's airspace.

ATNS operates from nine ACSA and 12 other aerodromes. As a globally competitive employer of choice, ATNS is committed to diversity and has achieved ranking within the top 10 companies in South Africa with regards to female representation at executive levels.

### 1.2. Objective

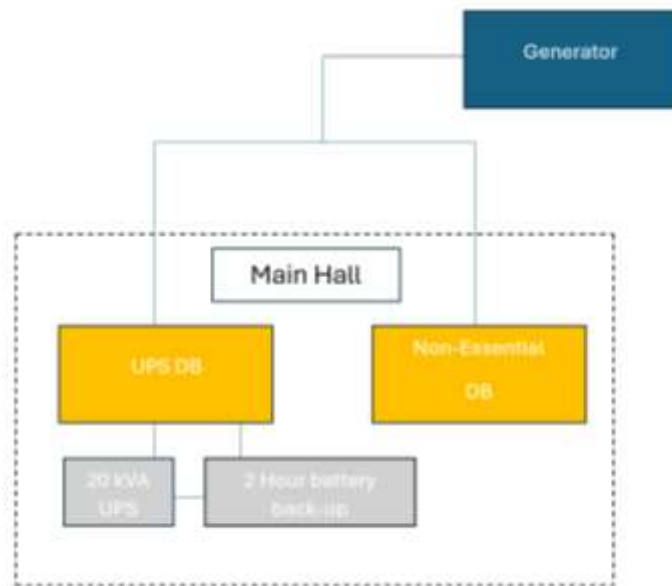
**1.2.1** The purpose of this Request for Quotations (RFQ) is to solicit proposals from potential bidder(s) for the provision of removing and disposing off the existing UPS at the Bapsfontein receiver site with subsequent supply, delivery and installation of a new UPS.

**1.2.2** This RFQ does not constitute an offer to do business with ATNS but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

### 1.3 Scope of Work



**Figure 1: Summary of Requirements**



**Figure 2: Diagram of scope of works**

**1.3.1** Figure 1, indicates a brief summary of the requirements at the Bapsfontein receiver site and Figure 2, indicates a high-level diagram of the required scope of works.

The scope of the project is to (I):

- Decommission and dispose of the existing UPS in line with the ATNS processes and procedures.
- Supply, install and commission a 20 kVA UPS system, with a 2-hour battery back-up system.
- Perform all necessary and required civil and duct works.
- Establish a maintenance and support contract for the UPS system.
- Rewire the UPS distribution board to include lighting in the main hall.
- Rewire the non-essential distribution board with labelling on all circuit-breakers.
- Submit a Certificate of Compliance on both distribution boards worked on.

[A] The bidder shall describe their understanding of the above scope of works such that, they are able to provide a Turn-Key solution addressing all project requirements. (D)

### **1.3.2 Generic Requirements**

#### **1.3.2.1 Environmental Conditions**

[A] The bidder shall indicate how the systems offered shall operate within specifications under the following environmental conditions and tolerances.

<b>Indoor Conditions</b>	<b>Ambient Temperature</b>	-5°C to +55° C
	<b>Relative humidity</b>	≤ 95% for temperatures ≤ 35° C and ≤ 60% for temperatures > 35° C
<b>Outdoor Conditions</b>	<b>High and Low Temperatures</b>	-20°C to +60° C
	<b>Relative humidity (Mean - Max)</b>	60% - Saturation
	<b>Altitude</b>	0 – 2500 m
	<b>Average rainfall</b>	400mm – 2000mm
	<b>Wind speed</b>	Up to 186 km/h

#### 1.3.2.2 Mains Supply

[A] The system offered shall operate from a mains power supply as specified below and the bidder shall include data sheets for the UPS as supporting information.

- Single-phase: 230 VAC, Tolerance: +5% / -5%
- Three-phase: 400 VAC, Tolerance: +5% / -5%
- Frequency: 50 Hz, Tolerance: +2 Hz, -2 Hz

[B] The UPS shall be supplied with an isolator switch installed between the equipment and the mains power supply. Bidders to include data sheets and specifications on the offered isolator switch. (D)

#### 1.3.2.3 Cabling

[A] Power cables shall be neatly installed in cable trays and/or ducts as applicable and shall not run parallel to data cables. The bidder shall describe their understanding of this requirement. (D)

#### 1.3.2.4 Transition Plan

[A] The bidder shall include a transition plan to support the replacement of the current UPS with minimal disruption of service. The proposed solution design will, based on the required and proposed maintenance philosophy of the system, ensure that there is no break in the service provided. An effective transition plan is required to be in place to allow continuous supply of services during the replacement project. (D)

#### **1.3.2.5 Software**

The bidder shall describe their understanding of the following requirements:

- [A] All equipment related software shall be supplied and placed under configuration control. (D)
- [B] All information supplied may be copied by the Company for backup purposes and internal distribution. (D)

#### **1.3.2.6 Equipment Installation**

- [A] The ATNS Project Manager reserves the right to attach ATNS Company officials to the Supplier's installation party during installation, setting up and commissioning of the equipment for gaining practical experience (OJT) on the equipment. (I)
- [B] The final parameters and settings will be recorded by the Contractor on the successful installation and will be made available to the Company as part of the As-Built document. (I)
- [C] The UPS shall have a lifespan of at least 10 years. (D)

#### **1.3.2.7 Electrical Work**

The following electrical work shall be completed:

- [A] The Contractor shall be responsible for disconnecting the current UPS from the DB and shall be responsible for supplying, installing and connecting power cables from the new UPS to the DB for three phase power and balancing the electrical load on all phases. (I)
- [B] The bidder shall provide details on the circuit breakers required in the DBs that will be compatible with the installation of the new UPS. (D)
- [C] The contractor shall replace the circuit breakers in the DBs which are not compatible with the new UPS. (I)
- [D] The UPS batteries shall not contain any harmful substances. The bidder shall include supporting documentation. (D)

#### **1.3.2.8 Regulations**

[A] The bidder shall indicate how their offered system is compatible with at least the following acts and regulations:

- The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises".
- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.
- The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority.
- The Fire Brigade services Act 1993 Act 99 of 1987 as amended.
- The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as emended.



- The Electricity Act 1984 (Act 41 of 1984) as amended.
- The Regulations of the local Gas Board where applicable.

#### 1.3.2.9 Warning Notices

[A] The Occupational Health and Safety Act 83 of 1993 shall be consulted and approval of the wording from this department obtained, prior to ordering the following notices and indicate letter colouring for all notices. These notices must be placed in the relevant places concerned with the UPS: (D)

- Unauthorised handling of equipment prohibited.
- Procedure in case of electric shock.
- Procedure in case of fire.

**PLEASE NOTE FURTHER SPECIFICATION ARE ATTACHED BELOW AS ANNEXURE A**

### 1.4 Validity Period

**1.4.1** The proposal provided to ATNS in terms of this request for quotations will be valid for a period of 90 days from the date of submission except for the Tax and B-BBEE certificates which must still be valid at the time of award.

**1.4.2** Should there be a need to request extension of the finalisation of the award of the RFQ, the bidders will be duly informed, and the priced proposal will remain valid for the amended duration.

### 1.5 Procedures For Submitting Quotations

**1.5.1** The closing date and time for submitting quotations is 01 October 2024 @ 11h00, CAT.

**1.5.2** All prospective bidders must send their bid/RFQ response submissions to ATNS before or on the closing date and time.

**1.5.3** Bidders must email a soft copy of their proposal to: [RFQs@atns.co.za](mailto:RFQs@atns.co.za) and copy [lightg@atns.co.za](mailto:lightg@atns.co.za)

## 2. SECTION B: BID EVALUATION PROCESS

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### Bid Evaluation Process

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

#### 2.1. Stage 1: Administrative Requirements

All prospective bidders must comply with the following administrative requirement:

- 2.1.1. Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- 2.1.2. Fully completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD 3.3, SBD 4, and SBD 6.1): duly completed and signed by the duly authorised person.
- 2.1.3. Tax clearance certificate and Pin.

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

- 2.1.3.1 Reject the bid and not evaluate it, or
- 2.1.3.2 Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.
- 2.1.4 Quotation on the Company Letterhead (Aligned to ATNS pricing schedule).

**2.2. Stage 2: Mandatory requirements**

All prospective bidders must comply with the following mandatory requirements in order to be considered further in the procurement process under the stage 3.

**Failure to submit the below documents will result in the bidder being disqualified.**

Mandatory Criteria	Proof Required
1. Valid CIDB Grading 2 EP Certificate	√
2. Reference letters on client’s letterhead, not older than three years and must be contactable	√
3. Wireman’s License	√
4. Datasheets for: <ul style="list-style-type: none"> <li>• UPS</li> <li>• Battery back up</li> </ul>	√ √

**a. Stage 3: Price and Specific Goals**

- i. The 80/20 preference points system will be utilised for this RFQ. This preference points system is for the acquisition of goods or services with a Rand value up to 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>
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**ii. Pricing Schedule**

<b>Items</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Deliverables</b>			
<b>Distribution Boards</b>			
<i>Re-wiring</i>			
<i>Installation and Commissioning Costs</i>			
<i>Cabling</i>			
<i>Piping and Duct Work</i>			
<b>UPS</b>			
<i>Decommissioning Costs</i>			
<i>Installation and Commissioning Costs</i>			
<i>UPS Costs</i>			
<b>Project Management</b>			
<i>Master Project Schedule</i>			
<i>Environmental Management Plan</i>			
<b>Logistics &amp; Maintenance</b>			
<i>Operational Training</i>			
<i>Warranty (1 Year)</i>			
<i>Detailed Maintenance Contract (4 Year maintenance contract)</i>			
<i>As-Build Documents per system</i>			
		<b>Sub-Total</b>	
		<b>VAT @15%</b>	
		<b>Grand Total</b>	

**NB: The pricing schedule must be fully completed (100%) and submitted. Failure to comply with this instruction will result in the bid being disqualified.**

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

**DESIGNATION.....**

**SIGNATURE.....**

**CSD NUMBER.....**

**iii. 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, states 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 not meeting the requirements of the Preferential Procurement are required to clearly identify any possible teaming arrangement which could be established with South African B-BBEE compliant enterprises Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favourably by the Company during the RFQ evaluation process.

Partnership must be in the form of 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.

- 1. The following allocation will determine the specific goals (20.00 points) for this tender process:**

<b>Category</b>	<b>Points allocated</b>
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10,00
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10,00
<b>Total</b>	<b>20,00</b>

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

2.1 CIPC documents (company registration documents),

2.2 Shareholder certificates, and

2.3 Copy/ies of Identity document(s) of shareholder(s).

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

**1. SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID**

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**a. DISCLAIMER**

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

**b. CONTRACT TERMS**

- i. Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representations made. Bidders should accept that their tender response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document. If any variation does take place tenderer will be advised as soon as possible in writing.
- ii. The successful tenderer will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given. The contract contains 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.
- iii. All designs and documentation submitted by the tenderer will be treated as confidential.

- iv. 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.

**c. CANCELLATION OF PROCUREMENT PROCESS**

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

**d. BID SUBMISSION CONDITIONS, INSTRUCTION AND EVALUATION PROCESS/CRITERIA**

The Bid submission conditions and instructions as well as the evaluation process/criteria have been noted. Noncompliance to any of these will result in a bid being rejected.

**e. NEGOTIATION AND CONTRACTING**

- 3.5.1** ATNS have the right to enter negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 3.5.2** Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award or promise/ undertaking to award the contract.
- 3.5.3** ATNS shall not be obliged to accept the lowest or any bid, offer or proposal.
- 3.5.4** 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.
- 3.5.5** 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.

**f. REASONS FOR REJECTION**

- 3.6.1** ATNS shall reject a proposal for the award of a contract if the recommended Bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 3.6.2** ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
  - i. Have abused the SCM system of the ATNS.
  - ii. Have committed proven fraud or any other improper conduct in relation to such system.
  - iii. Have failed to perform on any previous contract and the proof exists.

Such actions shall be communicated to the National Treasury.

**g. GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract must be accepted.

**h. ADDITIONAL INFORMATION REQUIREMENTS**

- i. During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such request must be submitted, within 7 working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.
- ii. No additional information will be accepted from any individual Bidder without such information having been requested.

**i. 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.

**j. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT**

- i. Copyright of all documentation relating to this contract belongs to the client. The successful Bidder may not disclose any information, documentation, or products to other clients without the written approval of the accounting authority or the delegate.
- ii. This paragraph shall survive termination of this contract.

**k. NON-COMPLIANCE WITH DELIVERY TERMS**

As soon as it becomes known to the contractor that he/she will not be able to deliver the services within the delivery period and/or against the quoted price and/or as specified, ATNS must be given immediate written notice to this effect. ATNS reserves the right to implement remedies as provided for in the GCC.

**l. WARRANTIES**

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

**m. PARTIES NOT AFFECTED BY WAIVER OR BREACHES**

**3.13.1** 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.

**3.13.2** 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.

**n. RETENTION**

**3.14.1** 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.

**3.14.2** 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.

**o. CENTRAL SUPPLIER DATABASE**

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

**3.15.2** Bidders are therefore required to 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>.

**3.15.3** Bidders are therefore required to submit proof of their registration on the CSD, or if not yet registered, provide proof of their application to be registered, with their bid.

**3.15.4** No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.

**p. FORMAT OF BIDS**

**3.16.1** 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 simply presented.

**3.16.2** If applicable, Bidders are to 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.

**q. SARS TAX CLEARANCE CERTIFICATE(S)**

**3.17.1** Bidde must ensure compliance with their tax obligations.

**3.17.2** Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.

**3.17.3** 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) .

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



**3.17.5** In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number.

**3.17.6** Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

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

**r. 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 to be non-responsive.

**s. 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 to be non-responsive.

**t. PRICING SCHEDULE**

**3.20.1** Any budget amount that may be indicated in this document shall be deemed to be a guide only and Bidders are expected to submit a costing that is fair and reasonable.

**3.20.2** All costs related to this assignment are to be allowed for in the pricing schedule and in the formats prescribed and must be returned as part of the submission.

**3.20.3** Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.

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

**u. 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.

**v. REGISTRATION CERTIFICATES AND ACCREDITATION WITH OEMs or PROFESSIONAL BODDIES**

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

**w. GENERAL RESPONSIBILITIES**

i. The responsibilities of these security officers will be to ensure the safety of property and personnel from burglary, theft, vandalism, and/or threat of any nature.

- ii. The service provider shall be responsible for the transportation of its staff to and from these sites.
- iii. The service provider shall tender a rate for each item. The tendered rates must be firm and inclusive of VAT. There will be no price adjustment for this Contract. Only Statutory increases in the minimum wage and/or VAT will be considered.
- iv. The security officers provided may be subjected to security screening or vetting by the State Security Agency (SSA) as may be required.
- v. The number of security officers and equipment requirements for this contract are reflected on this document.
- vi. The following documents must be readily available for each officer to be utilised under this contract as proof of this shall be a requirement and must be produced by the successful service provider within 30 days of appointment:
  - 1. A certified copy of the certificates from the Private Security Industry Regulatory Authority (PSIRA);
  - 2. Certified ID copies; and
  - 3. SAPS criminal record clearance certificates
- vii. All security officers must comply with the Security Industries minimum standard of education.
- viii. The service provider shall comply with the Private Security Industry Regulatory Act No. 56 of 2001 and Regulation of 2002, the conditions of employment as contained in Government Basic conditions of Employment Act No. 75 of 1997, as amended in the Government and any subsequent amendments thereafter and any other applicable legislations.
- ix. The service provider shall be responsible for ensuring that security guards are on duty timeously and are present at all times for the duration of their shift.
- x. **CODE OF CONDUCT**
  - i. Compliance with PSIRA norms and standards in accordance with PSIRA regulation.
  - ii. Upon appointment, supervisors and security guards must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the Air Traffic and Navigation Services (ATNS). All possible steps shall be taken by the service provider to ensure that the correct, intended execution of the service takes place, including inter alia, the following:

1. The protection of the Air Traffic and Navigation Services (ATNS) at the intended site and the protection of the said property against theft, vandalism and any loss or damage whatsoever, to protect life and prevent crime.
2. The protection of the Air Traffic and Navigation Services (ATNS) officials against injuries, death or any offences, including offences of the Criminal Procedure Act, 1977 (Act 51 of 1977), and will include the protection of the Air Traffic and Navigation Services (ATNS) and its staff, property or any threat thereto. Service Provider will be required to present a security strategy for ATNS according to their specific risks/needs.
  - iii. The security officers shall be properly dressed in uniform at all times while on duty. The conduct and appearance of security officers is to reflect discipline, neatness and efficiency.
  - iv. Roving patrols of the premises shall be undertaken by security officers on a continuous basis for the duration of the shift.
  - v. Searches of vehicles or personnel entering or leaving the premises are to be undertaken, and any armaments or unusual items are to be reported.
  - vi. In terms of Private Security Industry Regulatory Act 56 of 2001 the contractor shall have authority to arrest any person found committing an offence on, or in respect of the premises or any part thereof.
  - vii. The Contractor shall ensure that his/her personnel refrain from littering and that they, at all times, keep the grounds and buildings occupied by them in a clean, hygienic and neat condition.
  - viii. Under no circumstances are security personnel allowed to carry on any trading during their period of duty.
  - ix. The service provider shall without fail on a monthly basis avail a senior official or representative to meet with the Security Specialist of ATNS to provide both written and verbal report on the security status of ATNS as well as any and all the security incidents for the month i.e., theft, burglary, any and all form of security breaches.

**y. AID AND EQUIPMENT FOR SECURITY STAFF**

The service provider must ensure that the following security aids are always available at each site where the service is being rendered. **The listed minimum service aids must always be carried/worn by the guard on duty:**

- i. Two-way radios;
- ii. Baton handcuffs;

- iii. Clean uniforms;
- iv. Identification cards;
- v. Whistle, pocket book, pen and torch (at night); and
- vi. Occurrence book.

**z. OCCURRENCE BOOK**

- i. Purpose: the purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other occurrences at the site.
- ii. The security personnel on duty must make the following entries in the occurrence book:
  - 1. All listed routine procedures such as patrols undertaken, handing over of shifts, etc. mentioning the procedures followed, by whom and the time of commencement. These entries must be made clearly legible in black ink.
  - 2. All occurrences, however important, slight or unusual with reference to the correct time and relevant actions taken.
  - 3. All security personnel activities - especially deviations in respect of the duty list, including of the personnel and relevant times.
  - 4. The issue and/or receipt of keys, indicating the time and by whom they were received or to whom they were handed over/delivered.
  - 5. The unlocking or locking of doors or gates, indicating the time and by whom locked or unlocked.
  - 6. The handing-over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case, personnel taking over as well as personnel handing over must sign the entries.
  - 7. Occurrence book read: After the taking-over of shifts, the first level supervisor must make an entry declaring that he has read the occurrence book to acquaint himself with events that occurred during the previous shift.
  - 8. All visits by supervisors and top management: these entries must be done in red ink.
  - 9. All additional requests in respect of the rendering the services by the official of the organisation shall pass in writing.
- iii. Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initiated on the side.

**aa. ADMISSION CONTROL REGISTERS OR FORMS**

- i. All vehicles entering or exiting the premises must be recorded in the admission control register and information must be made available always regarding persons and vehicles that enter or leave the premises in case occurrences should take place which might lead to a judicial enquiry.
- ii. This register must be completed correctly and legibly by the security guard/officer on duty and shall make provision for the following:
  - 1. Date;
  - 2. Admission and exit times of the person or vehicle;
  - 3. Surname and initials of the person or details of vehicle and driver;
  - 4. Vehicle registration number;
  - 5. Purpose of visit;
  - 6. Brand, calibre and number of firearm in visitor's possession (if any);
  - 7. Signature of visitor;
  - 8. Departing of vehicles to be searched on a random basis.
- iii. Storage of All completed registers must be handed to the institutions contact person for safe keeping.

**bb. TWO-WAY RADIOS**

- i. The purpose of radio communication is the establishment of immediate communication between the different duty points and control on the site as well as between control on the site and control at the contractor's headquarters.
- ii. Two-way Radios shall be directly linked with contractors control room at all times during the shift to ensure safe working for conditions security staff.
- iii. Hand Carried Radios: Serviceable hand carried radios must at all times be provided by the service provider.
- iv. Base Radio: Service provider shall have base radios in their control rooms to ensure the effective communication through each other.

**cc. QUALIFICATIONS OF SECURITY PERSONNEL**

- i. The service provider shall provide the security personnel required for the successful rendering of the service per premises as per attained Annexure B.
- ii. It is the responsibility of the service provider to see to it that the security personnel in his/ her service and especially those employed for the rendering of this service, meet the following requirements at all times:
  - 1. Security guards must have at least grade 10 (standard eight).

2. Security guards shall be able to communicate, read and write in at least the English language.
3. Security guards may not be younger than 18 years of age.
  - iii. At all times supervisors and security guards must present an acceptable image/appearance which implies, inter alia, that they must not publicly sit, lounge about, smoke, eat or drink while attending to people.
  - iv. Supervisors and security guards must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no arguments with visitors/staff or discourteous behaviour towards them.
  - v. Supervisors and security guards must be physically and mentally healthy and medically fit for the execution of their duties.
  - vi. Supervisors and security guards must be registered with the Private Security Industry Regulatory Authority, as required by Act No. 56, 2001 and be appropriately trained.
  - vii. Supervisors and security guards are prohibited from reading Organisation documents or unnecessary handling thereof, without permission.
  - viii. No information concerning Organisation activities may be furnished to the public or news media by service provider and/or his employees without the written permission from ATNS.
  - ix. ATNS reserves the right to ascertain from the South African Police Services whether security personnel in his employ possess record clearances as well as to ascertain from the PSIRA whether the security personnel are registered with the PSIRA of security officers.
- x. In the event that a body search has to be performed, by the guard of the same gender of the person being searched.

**dd. HOURS OF DUTY**

- i. Monday - Sunday (day shift and night shift) 06:00 to 18:00 - Day Shift, 18:00 to 06:00 - Night Shift
- ii. Sundays plus Public Holidays (day shift and night shift) 06:00 to 18:00 - Day Shift, 18:00 to 06:00 – Night Shift
- iii. Monday to Friday (1 female guard) 06:00 to 18:00- Day shift

**ee. LOST AND FOUND ARTICLES**

- i. Lost articles are articles found at the site and for which ownership cannot be established immediately. Such must be handed in at the ATNS security.
- ii. All lost articles handed in at ATNS security must be recorded in the occurrence book.

**ff. LABOUR UNREST INCIDENTS**

- i. When the Organisation personnel on the site or the security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.
- ii. Contractor shall resolve the dispute between him/her and his/her staff outside the ATNS premises if necessary but will remain responsible for safety and security of ATNS property and its employees.
- iii. ATNS staff: The contractor shall assist ATNS' management to control its personnel by inter contacting relevant authorities e.g., South African Police Services (SAPS) so as to ensure the safety of the ATNS assets and staff against vandalism.

**gg. CHECKING OF SERVICE**

- i. Checking of service at the site shall be done at least once each shift by supervisory staff at the site as well as by the contractor himself on at least a quarterly basis.
- ii. ATNS reserves the right to check the service rendered by the contractor at any time, in order to ensure that the service is rendered in accordance with the conditions of contract and the site specification. Should the Security Specialist consider the standard objectionable he/she/representative will notify the service provider accordingly in writing and the service provider shall cause the objectionable situation to be rectified to the standard required by the contract and specification as the case may be, at his/her own cost or charge.
- iii. ATNS reserves the right to require from the service provider that any of his/her employees be replaced, in which case the employee(s) must leave the site forthwith. ATNS will not be held responsible for any damages or claims which may arise because of this and the service provider indemnifies ATNS against any such claims and legal expenses.
- iv. **NOTE: ATNS's representative will have the right to check on a daily basis whether sufficient personnel are available at the site in terms of the conditions and specifications of contract.**
- v. All personnel shortages must be noted down in the occurrence book.

**hh. INVESTIGATIONS IN TERMS OF THE CODE OF CONDUCT FOR SECURITY SERVICE PROVIDERS.**

- i. ATNS reserves the right to contact the Private Security Industry Regulatory Authority for them to institute an inquiry into whether the service provider's workforce is registered with them, and employees are in possession of training certificates of an

accredited training centre. Furthermore, whether the service provider is paying security offices (for the purpose of this contract), the minimum monthly basic wage as prescribed for Area concerned of the Order for the Security Services Trade.

**ii. USE OF THE AIR TRAFFIC AND NAVIGATION SERVICES (ATNS) RESOURCES.**

- i. The Service Provider may not, unless otherwise specified, make use of any of ATNS's equipment, aids and/or property, for purposes of compliance with the conditions, which include inter alia vehicles, stationery, firearms, rooms and furniture.
- ii. The Contractor shall be responsible for the payment of telephone calls made by his/her personnel.
- iii. The water and electricity required for the rendering of the service, shall be provided free of charge by ATNS.
- iv. The Service Provider shall ensure that ATNS's property is not misused.
- v. The Service Provider is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.
- vi. All keys required to obtain entry to those parts of the site where the service is to be rendered according to the conditions, will be provided.



**2. 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:		CLOSING DATE:		CLOSING TIME:	11:00 am
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT 07 WESSEL ST, RIVONIA, SANDTON, 2128</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION					

NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/>
YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/>
YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/>
YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/>
YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/>

YES  NO

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**SBD 3.3: PRICING SCHEDULE (Professional Services)**

NAME OF BIDDER: .....	BID
NO.:	
CLOSING TIME 11:00	CLOSING DATE:

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

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

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
------------------------	-------------	------------

R..... R.....  
R..... R.....  
R..... R.....  
R..... R.....  
R..... R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R.....days  
R.....days  
R.....days  
R.....days

5.1. Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF THE EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
TOTAL			.....

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

5.2. Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis

of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF THE EXPREENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
	TOTAL		

- 6. Period required for commencement with project after acceptance of bid .....
- 7. Estimated man-days for completion of project .....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index .....
- .....
- .....
- .....

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

### **2. Bidder's declaration**

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

---

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




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

**2.2.1.** If so, furnish particulars:

.....  
 .....

**2.3.** Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

**2.3.1** If so, furnish particulars:

.....  
 .....

**3. DECLARATION**

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

**3.1.** I have read and I understand the contents of this disclosure;

- 3.2.** I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3.** The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4.** In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5.** The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6.** 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 so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7.** I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3

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<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.

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**

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### **1. GENERAL CONDITIONS**

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

**1.1.1** the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

**1.1.2** the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

**1.2.1** The applicable preference point system for this tender is the **80/20** preference point system.

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

**1.3.1** Price; and

**1.3.2** 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

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

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

## **2. DEFINITIONS**

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

## **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

### **3.1. POINTS AWARDED FOR PRICE**

#### **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:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### **3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 system.

**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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	<b>20,00</b>	

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



of that person's conduct;

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

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

## GENERAL CONDITIONS OF CONTRACT

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## 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 entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 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 subsidized 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 recognized new product results that is 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 of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

- 1.10** "Delivery into consignees 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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in RSA.
- 1.12** "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is 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 in order 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 of the equipment, machinery, and/or other materials that the supplier is required to 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 which is not included in the imported content provided that local manufacture does take place.
- 1.18** “Manufacture” means the production of 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 organization 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 any form of 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 conditions of contract are also laid down to cover specific supplies, services or works.

**2.3** Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

**3.2** 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.

**3.3** 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 therewith, 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 shall extend only so far as may be necessary for purposes of such performance.

**5.2** The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

**5.3** Any document, other than the contract itself mentioned in GCC clause:

**5.3.1** shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.

**5.4** The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

**7.1** Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to 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 in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

**7.3.1** 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

**7.3.2** 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 account of the bidder.

**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 organization acting on behalf of the Department.

**8.3** If there are no inspection requirements 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 itself 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 cost of the inspections, tests and analyses shall be defrayed by the purchaser.

**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 which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

**8.7** Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. 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 forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

**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 take into consideration, 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 in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

**10.1** Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or 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:

**13.1.1.1.** performance or supervision of on-site assembly and/or commissioning of the supplied goods;

**13.1.1.2.** furnishing of tools required for assembly and/or maintenance of the supplied goods;

**13.1.1.3.** furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

**13.1.1.4.** performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

**13.1.1.5.** training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or 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:

**14.1.1** 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

**14.1.2** in the event of termination of production of the spare parts:

**14.1.2.1** Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

**14.1.2.2** 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 design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal 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, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

**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 accompanied by a copy of the delivery note and 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, with the exception of any price adjustments authorized 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. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

**21.1** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

**21.2** If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding 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 contract.

- 21.3** No provision in a contract shall be deemed to prohibit the obtaining of 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 21.2 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 a 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:
- 23.1.1** 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;
- 23.1.2** if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3** if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in 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, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent 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 imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time 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 the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may 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 be applicable 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:

**23.6.1** the name and address of the supplier and / or person restricted by the purchaser;

**23.6.2** the date of commencement of the restriction;

**23.6.3** the period of restriction; and

**23.6.4** the reasons for the restriction.

These details will be loaded in 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, or 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 subsidized 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 in regard to 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 at any time terminate the contract 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 whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 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. No mediation in respect of this matter may be commenced unless such notice 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/or court proceedings herein,
- 27.5.1** the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2** the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- 28.1** Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1** 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

**28.1.2** 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. Governing language**

**29.1** The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties 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 be applicable to all contracts that are 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 / or terminate the contract in whole or part, and / or 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.

**Annexure A**

**SPECIFICATION FOR THE UNINTERRUPTIBLE POWER SUPPLY**

## **SPECIFICATION FOR UPS**

### **GENERAL – UPS**

#### **Design**

The bidder shall submit proof, that their offered system complies with the following specifications:

- [A] The UPS shall have a total rating of 20 kVA with an input voltage of 400V +- 10%, and an output voltage of 400V +- 10%, the output signal shall be of a better quality. (D)
- [B] The contractor shall take full responsibility to ensure that the newly installed system shall function as required. ATNS shall not bear any responsibility for system failure or malfunction.
- [C] The UPS shall be housed and fitted internally in a single cabinet, connected in series to provide nominal battery voltage. (D)
- [D] The UPS shall be an online double conversion UPS to be compatible with the generator according to the international standard IEC 62040-3. (D)
- [E] During Battery Mode Operation the UPS shall have a battery life of at least 2 hours. As such the UPS shall have a battery back-up time of at least 2 hours. (D)
- [F] The battery bank shall compose of Lithium Iron Phosphate (LiFePO4) type batteries.
- [G] Each battery shall have a nominal capacity of 2400 Wh and a nominal voltage of 48V.
- [H] The battery bank should be fully charged within 3 hours after been discharged.
- [I] The UPS shall operate from a 3-phase power supply. (D)
- [J] The UPS shall have a graphic LCD touch screen, menu keys, direct access keys and display a power flow chart. (D)
- [K] The operator panel shall be located on the front of the UPS door and shall indicate measured parameters such as UPS operating mode, battery status and alarm logs. (D)
- [L] The UPS shall be a transformer-based UPS, to accommodate high currents. (D)
- [M] The UPS shall have the operating modes viz. normal, bypass and battery modes. (D)
- [N] The UPS shall be installed at the Main Hall of the Bapsfontein receiver site and shall have a Regulator protection switch to prevent the UPS going to bypass or shutdown during Eskom Power dips. (D)
- [O] The Current Control board inside the Main Hall needs to be compatible with the installation of a UPS or be replaced with a new control board that's capable of connecting 3 supply feeds i.e. 2 generators and Eskom. (D)
- [P] The UPS shall be integrated into the GSM Commander for monitoring the status. (D)

## **PROJECT MANAGEMENT REQUIREMENTS**

### **PROJECT MANAGEMENT**



## **General**

- [A] The Contractor shall establish, implement and maintain extensive and comprehensive Project Management plans throughout the period of any contract arising from this bid. These plans shall be submitted to the Company for information and reporting purposes. Draft plans shall be submitted with the bid and shall be refined as necessary during the Contract development and reporting phases.
- [B] The project shall be divided into management plans and activities, which can be managed, monitored, and measured in terms of duration, cost, and resources. These activities shall be organised into logical sequences. Such logical activity sequences shall be used as the main framework for planning, budgeting, controlling and reporting to the Company throughout the period of the Contract.
- [C] The Contractor shall utilise an automated Project Management Scheduling tool to assist in the overall control of this project. The Company may require direct access to such Project Management Scheduling System for at least monitoring and audit purposes. Indication shall be made on the Project Management Scheduling tool they are using.
- [D] Project Management shall encompass the management of all the various facets of the project as defined in the Contract. These include design, development, production and supply of all equipment and its auxiliaries. Resource allocation and management of sub-contractors. On-site installation and construction. As well as all Integrated Logistic Support activities such as testing, transitioning, commissioning and transportation movements etc.

## **Project Management Plan**

- [A] A detailed draft Project Management Plan (PMP) with the proposal response shall be provided. The Project Management Plan will be a formally accepted and approved document used to manage and control project executions throughout the project life-cycle phases. The PMP shall be comprehensive and detail the activities necessary to successfully complete the project.

## **Project Status Reports**

- [A] The Contractor shall provide at monthly intervals (or at other such mutually agreed intervals) Project Status Reports to the Company, which documents project implementation performance to date, and makes recommendations for future implementation and changes. The project status shall be presented relative to the project schedule critical path and cost and shall also include a Risk Report. The Risk Report shall identify risks and the mitigation measures taken to either manage or avoid the risks. The Project status report shall also

include the Master Project Schedule and Schedule Analysis. The Contractor shall promptly submit to the Company any Master Project Schedule which, when updated, shows a negative float or indicates a significant change to the delivery schedule. A submission of a project report template that addresses the above requirements shall be provided.

- [B] The contractor shall provide project status reports at two-weekly intervals, this shall capture the project performance to date and make recommendations for future implementations and changes. (D)
- [C] The contractor shall provide the acceptance of the system once commissioning has been completed. (D)
- [D] The contractor shall provide as-built drawings of all systems on commissioning of the system. (D)

### **Master Project Schedule**

- [A] The contractor shall develop, maintain and track progress against the Master Project Schedule, which shall be organized to depict flow of work, task interdependencies and interrelationships necessary to accomplish the program objectives from contract award to completion. This Master Project Schedule shall be broken down to a sufficient level of detail and included in this bid. (D)
- [B] A detailed Master Project Schedule for the entire management of the project shall be developed. (D)
- [C] Project Status shall be presented relative to schedule critical path and cost and shall include a Risk Report, which will identify risks and place measures in place to manage or avoid these risks. (D)
- [D] The project schedule includes all contractual specified milestones, identifies the critical path and is linked to the Work-Breakdown Structure. (D)

### **Project Review Meetings**

- [A] The Contractor shall attend Progress Review Meetings at monthly intervals (or at other mutually agreed intervals) to present the monthly Project Status Report to the company. The regular Progress Review meetings shall be held at the airport premises or at the Company's Office, or any other mutually agreed locations. A copy of the written Project Status Report and meeting presentation material shall be submitted to the Company at least one week prior to the Progress Review Meeting.

- [B] The Contractor shall be represented by appropriate key personnel in each significant area to be considered during the meeting to enable effective discussion of agenda items and the Progress Report. The Project Manager and relevant specialists and support personnel shall represent the Company. The Project Manager shall chair the Progress Review Meetings.
- [C] The Contractor shall submit a draft Agenda for Company concurrence at least two weeks prior to a scheduled Progress Review Meeting. The Company may submit items for inclusion in the Agenda. The Contractor shall provide administrative support for the progress review and/or technical review meeting and prepare and distribute a draft record of the minutes of the meeting within one week of the meeting. The minutes are to include an Action Item List. The Company and the Contractor shall submit any updates to the Action Item List during the meeting. The Company and the Contractor prior to the next meeting shall review the draft minutes for accuracy.
- [D] The Contractor and the Company will each meet their own related costs with regards to attending Progress Review Meetings.

## **Installation Management Plan**

### **6.1 General**

- [A] The Contractor shall prepare an Installation Management Plan to clearly indicate the technical management of proposed methods, activities and work packages for installation, testing integrating and commissioning the UPS, while the service provided by the existing UPS continues. The Plan shall furthermore indicate how the transition from the existing installation will be achieved, leading to the commissioning and acceptance of the new UPS. A draft Installation Management Plan shall be submitted.
- [B] A draft safety plan for the relevant scope of work shall be submitted. (D)

### **6.2 Work Breakdown Structure**

- [A] The Work Breakdown Structure enables the Company to maintain visibility of the project elements. A draft WBS for Bapsfontein Receiver site shall be submitted. The WBS shall identify all activities and work packages required from contract award to successful completion and commissioning of the UPS. The WBS shall be included in the draft Construction and Installation Management Plan to be submitted as part of the proposal response.

### **6.3 Statement of Work (SOW)**

- [A] A SOW shall be provided, for each of the identified activities and/or work package which includes a detailed description of the methodology and resources required to implement and complete the work package. The Statement of Work will also be used as an input into the development of the Site Safety File. The SOW shall be included in the draft Installation Management Plan to be submitted as part of the proposal response.

#### 6.4 Resource Allocation Plan

- [A] A Resource Allocation Plan, which identifies the resources, including sub-contract resources, to be applied to each element, activity and/or work package of the project shall be submitted. The Plan shall clearly identify all project related organisational breakdowns, responsibilities and work proposed. The Resource Allocation Plan shall be included in the draft Installation Management Plan to be submitted as part of the proposal response.

#### 6.5 Resumes of Key Personnel

- [A] The Contractor shall ensure that only appropriately qualified and experienced personnel will be employed on the tasks and/or work packages identified. The Company shall retain the right to direct the Contractor to remove from the project any personnel considered by the Company to be inappropriately qualified or experienced, or unacceptable to the Company. The response shall include as part of the resource allocation the resumes of key personnel to be dedicated to the project.

#### 6.6 Technical Reviews and Meetings

- [A] The Contractor shall be required to conduct technical reviews and meetings with Company personnel either at the Company Headquarters or on-site at the airport. It is preferred that these reviews be held concurrently with Progress Review Meetings, where possible. The below requirements are representative requirements, certain alternative plans may or may not be offered. These plans must list and describe the Technical Reviews and Meetings they would propose for this project. The technical reviews and meetings should consist of at least a Site Survey and Acceptance Test Readiness Review. (I)

#### 6.7 Installation and Construction Specification

- [A] A draft installation and construction specification shall be submitted. The specification shall indicate the comprehension of the scope of work required.

### **Testing & Commissioning**

#### 7.1 Test and Evaluation Master Plan

- [A] The Contractor shall prepare, implement and maintain a Test and Evaluation Master Plan (TEMP) that describes the plan for all Tests and Evaluations to be undertaken in demonstrating compliance with the technical, operational, contractual and performance requirements of the project. This plan shall include an Acceptance Matrix, which identifies all deliverables, and methods of testing proposed, to demonstrate compliance. A draft Test and Evaluation Master Plan shall be submitted with the bid.

#### 7.2 Acceptance and Commissioning Tests

- [B] Specific testing and evaluation procedures for the Acceptance Tests (e.g. Physical Inspections, Final Site Acceptance Tests etc.) shall be defined and detailed in the Test and Evaluation plan

for each project deliverable. Indication shall be made of the type of test equipment required for each test described and shall be clearly documented.

## **Risk Management Plan**

### **8.1 Risk Policy and Procedures**

[A] The proposal response has an outline of their risk policy and methodology for risk identification, assessment and abatement for all equipment and services to be supplied shall be submitted under this project.

### **8.2 Risk Abatement**

[A] The Contractor shall provide, during the execution of the contract, information which identifies risk, the estimated level of risk, the consequences of failure, and risk reduction strategies relevant to:

- Construction and Installation objectives;
- Equipment and cables; and
- Construction and Installation schedules.

### **8.3 Risk Report**

[A] The Contractor shall provide a Risk Report at each Progress Review Meeting to indicate the status and action regarding identified risk items. The format of the Risk Report shall be mutually agreed.

### **8.4 Delivery of Project Risk Management Plan**

[A] A detailed Project Risk Management Plan after contract award and completion of the site survey, before implementation shall be submitted.

## **Quality assurance**

### **9.1 QA Policy and Procedures**

[A] The Contractor shall include in their details, the company quality assurance policy and procedures and relevant accreditations held by the company.

### **9.2 Responsibility for Quality**

[A] The Contractor shall be responsible for ensuring that the quality of equipment and installation materials are supplied in accordance with the terms of the Contract, and any construction and installation activity performed, fully conforms to the prescribed requirements. The Company will undertake a monitoring and audit role in relation to the Quality Plan and

program to determine whether equipment, construction and installation deliverables meet the contractual requirements.

### 9.3 Audit Reports

[A] The Contractor shall prepare monthly Audit Reports in respect of the project as part of his internal QA procedures and provide details of any corrective actions taken. Audit Reports shall be submitted for evaluation by the Company during Project Progress Review Meetings.

### 9.4 Company Quality Inspections

[A] The Company reserves the right to perform inspections, conduct tests or perform audits at the Contractor's or sub-contractors' premises at any time when such actions are deemed necessary to ensure supplies and services conform to the specified requirements.

### 9.5 Delivery of Project QA Plan

[A] A detailed Project Quality Assurance Plan after contract award and completion of the site survey shall be submitted.

## **Occupational Health and Safety Plan**

### **Roles and Responsibilities**

Appointed principal contractors and sub- contractors

Note 1: Most of the roles and responsibilities listed apply to both appointed principal contractors and any sub- contractors. Where some of the listed do not apply to both, then the specific responsibilities will be listed and titled. The principal contractor shall:

- [A] Carry out all duties as listed in section 8, 9 and 10, the various other regulations that form part of the OHS Act.
- [B] Carry accountability and responsibility for the safety and health of their employees and their sub- contractors within their working area, as contemplated by section 37(2) of the OHS Act;
- [C] Shall keep a record of all employees including the sub- contractor employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the ATNS Project Manager.
- [D] Ensure that all their appointees are made aware of their accountabilities and responsibilities in terms of their appointment and that he/she advice and assist these appointees in the execution of their duties.
- [E] Ensure that the minimum legislative, regulatory and ATNS SHE requirements are complied with on all work sites.
- [F] Compile a SHE (health and safety) file where all relevant health and safety records must be kept for each work site.

- [G] The appointed principal contractor must provide the project manager with a certified copy of his/her Compensation Commissioner's valid letter of good standing before the commencement of work and any future renewal letters obtained during the project for record-keeping purposes. The letter of good standing shall reflect the name of the contractor's company. The nature of business reflected on the issued Logs must be in line with the issued scope of work. Similarly, the appointed contractor must provide the ATNS project manager with all the valid letters of good standing from their sub- contractors.
- [H] Appoint competent staff to perform the project work and ensure that all employees are trained in the health and safety aspects relating to such work and that the employees understand the hazards associated with all other work being carried out on the project.
- [I] Ensure that all employees are conversant with all relevant work procedures and that they adhere to such procedures. Similarly (without removing the appointed principal contractors' responsibilities), ensure that their sub- contractors and their employees are conversant with all relevant work procedures and that they adhere to such procedures.
- [J] Stop his /her employees and any sub- contractors if project work is not in accordance with the safety health and environmental plan or if such work poses a threat to the health and safety of persons or a risk of degradation to the environment.
- [K] Only appoint contractors to do work, if satisfied that the contractor has the necessary competencies and resources to perform the work safely.
- [L] Appoint full-time competent employees in writing to supervise the performance of all specified work throughout the contract period.

Note 2: No work may commence and or continue without the presence of the project manager or project supervisor during performance of the contracted work.

- [M] Appoint a part time safety officer as per project risk.
- [N] Not victimise or dismiss employees, by virtue of the employees divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements;
- [O] Follow a process of disciplinary action if any of their employees or their sub- contractor employees have transgressed any of the requirements of the health and safety specification, safety and health plans, site rules or any other requirements.
- [P] Ensure that pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task or not.
- [Q] Take prime responsibility for all aspects of environmental management associated with the project activity for which they are responsible.

[R] Principal contractor is required to approve sub- contractor's health and safety plans if they meet all the requirements.

[S] Ensure that pre-employment, periodic and exit medicals are carried out on their employees. Medical assessments must be conducted by a registered Occupational Health Practitioner. During the pre-employment medical, where employees will be required to work at heights, they will also be required to undergo the required employee physical and psychological fitness examinations.

Note 3: should the appointed principal contractor or his/her sub- contractors entertain visitors on site, they will be held responsible for the provision and wearing PPE.

[T] Where performing work with the environment, ensure that minimal damage is done and that where an Environment Management Plan is in place, then adhere to the plan.

[U] Must have a substance abuse program which must be in line with the requirements of the OHS Act.

[V] Ensure that no alcohol or other intoxicating substances are brought on to, or remains on the work sites.

[W] Ensure that all equipment and tools used comply with OHS Act requirements with respect to condition, use, care, storage, maintenance, and the management of these;

[X] Ensure that all incidents are reported and investigated timeously by competent incident investigators.

[Y] Be involved in all of their sub- contractor's investigations.

[Z] Establish health and safety committees, hold such committee meetings on all sites, and ensure that sub- contractors participate in their health and safety meetings.

[AA] Chair their own health and safety committee meetings and record such meetings.

[BB] Appoint sufficient number of health and safety representatives in terms of legislative requirements and ensure that the sub- contractors appoint health and safety representatives for their work sites.

[CC] When appointing contractors, advise the ATNS project manager/contract manager in writing timeously and obtain his/her approval prior to them commencing work.

[DD] Shall keep a record of all employees including the sub- contractor's employees, including date of induction, relevant skills and licenses and be able to produce this list at the request of the ATNS Project Manager.

### **Site Managers**

[A] Assist the contractor and/or the safety officer in conducting site induction training for new staff and site visitors;



- [B] Communicate to all employees under their control on any hazardous and related work procedures, before any work commences and thereafter, at such times as may be determined by a risk assessment;
- [C] Ensure that the minimum legislative and ATNS SHE requirements are complied with on all work sites;
- [D] Stop any work that is not in accordance with the safety and health plan or if such work poses a threat to the safety and health of persons or a risk of degradation to the environment;
- [E] Ensure that risk-based personal protective equipment (PPE) has been issued and employees wear/use the PPE as instructed.
- [F] Inspect such PPE on a regular basis and record the inspections;
- [G] Ensure that all incidents are reported to the client and are investigated.
- [H] Be involved in all investigations that occur within their area of responsibility.
- [I] Carry out audits and or inspections on their sub- contractors on instructions of their contractor.
- [J] Ensure that employees under their control are conversant with all relevant work procedures and that they adhere to such procedures;
- [K] Ensure that daily or pre-task risk assessments are conducted and documented daily and prior to the starting of any new task, irrespective of whether it is a repetitive task. Ensure that the team are involved in the abovementioned risk assessments;
- [L] Hold tool box talks at the start of each day/ task to discuss health and safety issues as well as confirming the requirements of the daily risk assessments;
- [M] Ensure that all appropriate precautions are taken to protect persons (visitors, members of the public, and other contractors) present at work or in the vicinity of a project site against all risks that may arise from such site.
- [N] Ensure that no alcohol or other intoxicating substances are brought on to, or remains on, the premises / work sites and that no employee remains on site if he/she is under the influence. Furthermore, report such instances to contract management;
- [O] Ensure that all equipment and tools used on site comply with OHS Act requirements with respect to condition, use, care, storage, maintenance, and the management of these.
- [P] Not victimise their employees by virtue of their employees divulging health and safety information or suspecting such information has been divulged, in the interests of health and safety requirements (reference – section 26 of the OHS Act).

- [Q] Where any work is performed which involves the environment, ensure that minimal damage is done to the environment and that where an Environment Management Plan is in place, then the plan adhere to the plan.
- [R] Stop any employee or contractor from performing work which is not in accordance with the appointed principal contractor's and or sub- contractors health and safety plan which poses a threat to the health and safety of persons.

### **Contractor site supervisor**

The contractor shall be:

- [A] Be competent to perform the required supervisory tasks; have attended a supervision or legal liability competent training from SAQA approved training provider.
- [B] Ensure their employees and all sub- contractors comply with the required statutory and ATNS requirements;
- [C] Ensuring a Safe working environment is established and maintained by the contractor for the elimination of unsafe acts by all people whilst on the project site.
- [D] Conduct site Inspections for compliance to SHE requirements and compiles the relevant inspection reports.
- [E] Participate in all sub- contractor incident investigations.
- [F] Participate in the appointed contractors emergency preparedness planning.
- [G] Ensure that their own employees and those of any sub- contractor are competent to perform the tasks assigned.
- [H] Issue site instructions on behalf of the appointed contractor where and when the sub- contractors deviate from safety requirements.
- [I] Assist the appointed contractor with the handing over process, in particular the SHE file and relevant documentation.

### **Contractor Health and Safety officer**

The officer shall be:

- [A] The Safety officer must be suitably qualified with recognised safety qualification.
- [B] Must be part time on site as per project risk.
- [C] Promote a SHE culture within the organisations involved in the project / contract.
- [D] The contractor's safety and health officer shall assist in the control of all health and safety-related matters on the sites.
- [E] Be involved in the developing the project SHE plan and SHE policy.

- [F] Ensure that this SHE specification is adhered to by his/her appointed contractor and is submitted to any sub- contractors.
- [G] Conduct inspections of all work sites for the duration of the project.
- [H] Be involved in the organisations incident investigations when required.
- [I] Conduct organisational, site and visitor induction training.
- [J] Stop any employee or contractor from performing work which is not in accordance with the appointed contractor's and or sub- contractors' health and safety plan which poses a threat to the health and safety of persons.

### **Section 37(2) (Legal) Agreement**

- [A] A section 37(2) agreement must be signed between ATNS Contract Manager/Project Manager and the appointed principal contractor at the time of awarding the contract. The appointed contractor must ensure that a section 37(2) agreement is compiled between the appointed contractor and all their sub- contractors for the contract. This agreement must be submitted as part of the safety file package.

### **Site Access requirements**

The Safety file package must be submitted to the SHE department **2 weeks** before the agreed project commencement date.

- [A] Before the successful Contractor commences with any work, the ATNS Project Manager/Contract Manager shall ensure that;
- [B] A copy of the SHE Specification document is in the possession of the responsible person of the contracting company.
- [C] The responsible person of the contracting company and the ATNS project manager/contract manager have signed the ATNS section 37 (2) agreement.
- [D] The appointment of the Appointed principal Contractor have been concluded and signed by the Contractor and Appointed Project Manager. A task specific baseline risk assessment must be part of the SHE Plan and accompanied by a risk assessment procedure applied. A monitoring and review plan must form part of the baseline risk assessment
- [E] Where a Sub Contractor(s) is appointed by the Appointed Contractor, the Contractor supplies the applicable ATNS SHE specifications to the Sub Contractor(s).

The SHE department shall assess and give written feedback to the appointed principal contractor. The safety file shall be approved in a form of a written letter from the SHE department.

### **Costing for SHE within the Project**

- [A] The SHE costing must be itemised and must take into consideration the scope of work. The appointed principal contractor must make sure that he/she made adequate provision for the cost of health and safety measures during tendering process.

### **Risk assessment (refer sec 8 & 9 of the OHS Act)**

- [A] The appointed principal contractor shall develop a Risk Assessment in line with Section 8 (2)(d) of the OHS Act. Emerging risks and hazards must be managed during the duration of the contract. This means that if there are significant changes to a process or activity, or any new process, then these should also be subjected to risk assessment.
- [B] All risks must be rated. Activity based risk assessments shall be conducted by a competent person of the Appointed Contractor.

### **Working at height (if applicable)**

Persons may only work from a fall risk position if a site-specific fall protection plan is in place and correctly implemented and consists of the following:

- [A] All appointments for the fall protection plan developer and implementer are in place.
- [B] Baseline risk assessment, which is specific and incorporates the working at height risk assessment, as well as the site-specific risk assessment, has been completed for the work to be conducted.
- [C] Safe working procedure/task analysis and work instructions, approved by a competent person, are in place.
- [D] The procedure addressing the inspection, testing and maintenance of all fall protection equipment is in place.
- [E] A fall rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident. Appropriate training, as determined by the risk assessment, has been provided.
- [F] Appropriate height safety equipment and personal protective equipment have been issued to the individual.
- [G] There are equipment inspection procedures and up-to-date inspection records.
- [H] Individuals are medically fit to work at height, and records of this are kept.
- [I] A site-specific risk assessment is performed.
- [J] Fall Protection Planner/s shall have training from an accredited service provider that consists of US 229994 & US 229998 as a minimum.

- [K] Working at height training shall only be done by a SAQA approved training provider based on US 229998. The training provided is only for ascending and descending from access ladders and working on elevated platforms.
- [L] All rope access technicians shall have SAQA training which is in accordance with the institute for working at heights (IWH) US 229998, Unit standards for Rope access Technicians i.e. (Level one – US 229998 and US 230000) (Level Two – US 229996) (Level Three - US 229997 and US 230001) for rope access.
- [M] While work is in progress, adequate warning signs and/or barricades shall be used in all areas where there is a risk of persons being injured by materials or equipment falling from the work area. Barricades should be continuous and easily visible.
- [N] A drop zone shall be established with appropriate warning signs and barricading, warning personnel below of workers above and potential falling objects.

#### **Roof work**

- [A] Where roof work is to be performed, a risk assessment must be carried out prior to climbing on to the roof to determine the hazards (stability, suitability strength etc.), consequences of climbing and control measures that are required.

#### **Housekeeping and Order**

- [A] The appointed principal contractor shall maintain a high standard of housekeeping for the duration of the project.
- [B] Prompt disposal of waste materials, scrap and rubbish is essential.
- [C] Materials/objects shall not be left unsecured in elevated areas –falling objects may cause serious injuries/fatalities.
- [D] Nails protruding through timber shall be bent over or removed so as not to cause injury.
- [E] All packaging material including boxes, pallets, crates, etc. to be removed from the work area immediately.
- [F] On completion of his / her work, the contractor is responsible for clearing his / her work area of all materials, scrap, temporary buildings and building bases to the satisfaction of the client/agent.

#### **Tools and Equipment**

- [A] The appointed principal contractor shall ensure that all tools and equipment are identified, safe to be used and is maintained in a good condition.

- [B] Contractor shall ensure that all tools and equipment are listed on an inventory list, be regularly inspected at least monthly or as required by legislation and risk assessments.
- [C] The equipment should be numbered or tagged so that it can be properly monitored and inspected.
- [D] All tools that emit noise shall be clearly marked with the emitted noise levels
- [E] Where applicable, tools and equipment must have the necessary approved test or calibration documentation prior to being brought onto the project and the records shall form part of the SHE plan. Maintenance calibration shall be undertaken in terms of the manufacturer's requirements.
- [F] Where defective tools and equipment's are identified, such tools and equipment shall be removed out of site immediately, locked away to prevent further use until such time as the tool or piece of equipment has been repaired.
- [G] Contractor shall ensure that the appropriate records are kept for all tools and equipment used on the project. Such tools and equipment's shall be subjected to regular inspections

#### **Hand tools**

- [A] All hand tools (hammers, chisels, spanners, etc.) must be recorded on a register and inspected by the supervisor on a monthly basis as well as by users prior to use.
- [B] Tools with sharp points in tool boxes must be protected with a cover.

#### **Medicals**

**Note:** ATNS will only accept medical surveillances conducted by an Occupational Health Practitioner who holds a qualification in occupational health.

- [A] Appointed principal contractor must ensure that his/her employees and sub- contractor employees have a medical surveillance program whereby their employees under go entry, periodic and exit medical fitness examinations.
- [B] Medical fitness certificates shall be renewed annually for employees who are working on site. This shall be maintained until completion of the contract.
- [C] The appointed contractor must ensure that his / her employees and sub- contractor employees have undergone pre-entry medical examination before starting work on the contract.

#### **Personal Protective Equipment Requirements**

- [A] Appointed principal contractor shall comply with the requirements of GSR 2 of the OHS Act.

- [B] The risk based PPE matrix must be compiled detailing the types of PPE that is required to be issued to employees performing the respective tasks.
- [C] Where there are unusual instances where particular activities require additional type of PPE, then a risk assessment must be conducted where such PPE requirements will be identified and the issuing be carried out.
- [D] Appointed contractor shall ensure that his/her visitors wear and use the correct PPE whilst on worksites.
- [E] Where PPE is required and visitors are not in possession of, then it is the individual contractor's responsibility to provide the PPE.
- [F] All PPE purchased and used by all contractor employees including visitors must comply with the relevant SANS standards.
- [G] Where deemed as a requirement, then high visibility vests shall be worn.

#### **Incident Investigation**

- [A] All incidents shall be investigated in terms of OHS Act General Administrative Regulations 8 and 9, using ATNS OHS manual as a reference, and where injuries as contemplated in sections 24 and 25 have been sustained, be reported to the Department of Labour.
- [B] Appointed principal contractor must develop their own incident management procedure.
- [C] The appointed Contractor shall use the standard General Administrative Regulation Annexure 1 "Recording of an Incident" form for all incident investigation reports.
- [D] The objective of incident investigation should not only be a legal requirement but should establish why and how the incident occurred and find out the real root cause of the incident and to decide on precautionary measures that are required to address the root cause to prevent any further recurrences of the same or similar incidents.

#### **Emergency Management**

- [A] The appointed principal contractor must develop his/her own emergency management procedure detailing the possible emergencies that could arise due to the activities that he/she conducts at ATNS premises and how he/she will evacuate the area in case of any emergency.
- [B] Periodic emergency drills must be undertaken to test the effectiveness of the plan. This must be recorded and provided on request.

#### **Non-Conformance and Compliance**

- [A] Any non-compliance to any health and safety requirement in this SHE specification is subject to discipline.

- [B] Should the contractor fail to provide adequate PPE to their employees for the tasks being performed and/or to visitors; failure to enforce the wearing of such PPE will be viewed as a transgression of the legislative and ATNS requirements.

## **COID**

- [A] The appointed principal contractor and all his/her appointed sub-contractors shall be registered with an appropriate employment compensation commissioner and have available a valid letter of good standing (LoG) from such commissioner. The obligation lies with the contractors to ensure that the LoG remain valid throughout the contract period. A copy of the LoG must be filed in the contractor SHE files.

## **Statutory Appointments**

For the duration of the contract, the appointed principal contractor and all appointed contractors shall appoint competent employees who will meet the requirements of the OHS Act. Where appointments are made, contractor shall ensure that the appointees have been suitably trained and or informed of their responsibilities before getting them to accept such appointment. The relevant statutory appointments shall be made in accordance with the requirements of the OHS Act which includes the requirement of a competent person being appointed in the relevant roles.

## **SHE Communication Systems**

- [A] Principal Contractor must develop a communication strategy/plan outlining how he/she intends to communicate SHE issues to his/her staff, the mediums he/she will employ and how he/she will measure the effectiveness of the SHE communication.

## **General requirements**

All employees conducting UPS electrical works must comply with the following:

- [A] Employees must be trained and competent to work with electricity.
- [B] The appointed contractor must submit method statements/work instructions indicating how UPS electrical work will be done safely.
- [C] A detailed baseline risk assessment pertaining to UPS electrical scope of work shall form part of the safety file package. (this is a detailed document indicating all the associated activities and identifying hazards and associated risks)
- [D] Part of the baseline risk assessment must detail the control measures to be implemented as per the hierarchy of controls, the risk assessment procedure must have a monitoring and review plan.



- [E] All risk assessments must be compiled by competent person, who has a certificate of competency for Risk Assessment from SAQA approved training provider.
- [F] A task specific risk assessment must be conducted for all UPS electrical activities.
- [G] The principal contractor must adhere to the Occupational Health and Safety Act, Disaster Management Act, other relevant legislations including the ATNS occupational health and safety policy and Environmental Policy and Waste Management Procedure
- [H] Where applicable, the principal contractor shall provide suitable notice boards that will be mounted outside the works area when they begin work. Such signboards shall indicate the service provider's name, contact details of the responsible site agent, the name/number of the building they are working on, and a short description of the works that are being performed there.
- [I] In addition, warning notices and other barricade will be erected to keep the public away from the locations where there is work being performed. It is the principal contractor's responsibility to ensure that all persons are informed of the hazards associated with the works and to keep persons outside of the working areas from a health and safety perspective
- [J] Warning notices shall be made of non-corrodible non-deteriorating material, preferably plastic.
- [K] The principal contractor shall only utilize equipment that is safe and in good serviceable order. No work will be undertaken without using the appropriate and correct tools for the purpose.
- [L] Old equipment that is removed from site shall be disposed of safely, and in an environmentally safe and responsible manner as per ATNS waste procedure.

### **Site establishment**

- [A] Principal contractor's site facilities should be managed at all times.
- [B] Prior to establishing a project site, a site plan is required to be drawn listing position of all buildings, amenities, storage and stacking areas. The appropriate colour coding and demarcation of storage and stacking areas must be carried out.
- [C] Where, working in the field and material is stored at the work sites, then proper stacking and storage shall be carried out.

- [D] When compiling the site plan, cognisance must be taken to the establishment of the site camp, ablution facilities and dining area in relation to one another and away from stacking and storage areas.
- [E] The principal contractor together with the client must conduct a Risk assessment for site establishment.
- [F] ATNS does not guarantee the provision of a storage to accommodate the service principal contractor's tools and equipment.
- [G] If such site establishment/storage is not be available, the principal contractor will be responsible for establishing and disestablishing its own storage facility, the location of which must be agreed with ATNS (if established within ATNS premises).
- [H] The principal contractor may not make use of the site for residential purposes, and no workers will be permitted to set up sleeping quarters on ATNS premises.
- [I] The principal contractor may display discrete signage to indicate the ownership of plant or equipment only and as required in order to comply with health and safety requirements.
- [J] The principal contractor shall clear up all site establishment after use, and reinstate the same to the state prior to occupation, at the service provider's cost

#### **SHE file**

- [A] A SHE file means a file or other record in permanent form, containing the information about the safety and health management system during construction and all information relating to the post-construction phase after handover to the client, so that the client can maintain the works in a healthy and safe way.
- [B] The principal contractor is required to keep a SHE file on every project site. If there is more than one site per project, a file per site shall be kept at that site. Principal contractor may keep additional files at his/her head office as additional records. The SHE file shall be maintained by the principal contractor on his/her construction sites and shall be available on request for audit and inspection purposes.
- [C] The SHE file shall consist of the requirements in terms of the project's safety specification, the principal contractor's safety and health plans.
- [D] The sequence of filing the documentation must be kept in the same sequence as listed in this SHE specification and the SHE plan.
- [E] Each record shall be separated by partitions to afford easy identification and access. Each partition must be labelled.
- [F] On completion of the work/project, the principal contractor must hand over a consolidated health and safety file to the project manager. The principal contractor must also hand over all drawings, designs, lists of materials used, and other applicable information about the

completed structure, as well as the list of subcontractors, the agreement, and the type of work completed.

[G] In case where the project is extended, should the documentation in the SHE files become cumbersome, the older documentation must be archived in boxes which shall be correctly labelled and be available for auditing purposes. The archived documentation must be handed over at the completion of the project.

#### 10.21 SHE File

[A] A SHE File shall be submitted as per the Occupational Health and Safety Act No. 85 of 1993, requirements for approval by ATNS SHE department before any construction work may commence at the site. The draft SHE File to be submitted shall address the minimum requirements of the Occupational Health and Safety Act No. 85 of 1993 as listed below. After contract award, the detailed SHE File shall be available on site for easy access..

Table: Minimum Requirements for a SHE File

No	Item	Included in Draft SHE File	Comments
1.	Health and Safety Policy (signed)	Yes	
2.	Department of Labour - Valid Letter of Good Standing. (COID)	Yes	
3.	Public Liability Insurance Certificates (Valid)	Yes	
4.	Scope of Work including the Company Organogram, resource allocation and individual OHS responsibilities	Yes	Based on proposal offered
5.	Method Statements	Yes	Based on proposal offered
6.	Notification of Construction Work (Where Applicable)	Yes	Completed form and signed for transmission to DoL after contract award and completion of SHE File

No	Item	Included in Draft SHE File	Comments
7.	<p>OHS 37(2) Mandatory Form</p> <ul style="list-style-type: none"> <li>• Agreement between ATNS and appointed principal Contractor</li> </ul>	Yes	Completed form where possible. Agreements will be included after contract award and completion of SHE File
8.	Mandatory Agreements – Between Principal Contractor and Sub-Contractors	Yes	Signed agreement, if any
4..	<p><b>Legal Letters of Appointments</b></p> <p>16.1 – CEO/ 16.2</p> <p>CR 8.5 – Construction Health and Safety Officer</p> <p>CR 8.1 - Construction Manager</p> <p>CR 8.7 - Construction Supervisor</p> <p>CR 9(1) - Risk Assessor</p> <p>GAR 9(2) - Incident Investigator</p> <p>CR 23 - Construction Vehicle/Mobile Plant Supervisor</p> <p>Appointment for fire equipment inspector - CR 29(h)</p> <p>Appointment for competent first aider - GSR 3(1)</p> <p>Stacking and storage supervisor – CR 28</p>	Yes	All appointment letters must be duly signed.

No	Item	Included in Draft SHE File	Comments
	<p>Appointment for Competent Fall protection implementer - CR 10(1) (a)</p> <p>All other Legal Appointees as applicable</p>		
5	Competency Certificates for all Legal Appointees.	Yes	Valid certificates for all Appointees included
6	ATNS OHS Specifications	Yes	ATNS Specifications to be provided after contract award for completion of SHE File. The appointed contractor must use the SHE specification as a guideline when compiling the SHE file.
7	Health and Safety Plan	Yes	In draft format and must be based on work to be undertaken and in relation to the proposal offered
8	Baseline Risk Assessment	Yes	The appointed principal contractor must developed BRA as per the client issued scope of work
9	Risk Matrix	Yes	It must be part of the BRA
10	Medical proof of all Contractor employee's physical and psychological fitness to work <b>ON SITE</b> at the individual airports listed	Yes	Valid medical certificates will be submitted after contract award for inclusion in the SHE File

No	Item	Included in Draft SHE File	Comments
11	<p><b>Check Sheets and Registers</b></p> <p>Personal Protection Equipment</p> <p>Firefighting Inspection</p> <p>First Aid Box and Equipment</p> <p>Hand Tools</p> <p>Hygiene Facilities</p> <p>Housekeeping inspection</p>	Yes	
12	Incident Investigation and Reporting Procedures	Yes	Comprehensive Procedures and all forms for reporting, which also includes environmental reporting
13	Toolbox talks	Yes	List of subject matters applicable and record keeping thereof
14	Emergency Plan	Yes	To be developed after contract award for inclusion in the SHE File
15	Waste Management Plan	Yes	Detailed Waste Management Plan which ensures conformance to the Waste Act provisions and must be approved by the SHE unit
16	Working at heights documents -fall protection plan and working at	Yes	Fall protection plan must be drafted by a competed person

No	Item	Included in Draft SHE File	Comments
	heights risk assessment (where applicable)		and it must include a rescue plan.
17	Organogram	Yes	The organogram explaining the structure of the company/organization must be part of the SHE file.

## Site Survey

### 11.1 Requirements

[A] A comprehensive site survey of the civil works, for the Bapsfontein receiver site generator shall be provided. The site surveys shall be completed at the beginning of the project activities and at least before any equipment is ordered. The site survey shall include but not be limited to: (I)

- Detail investigation of the status of the current UPS's electrical connections including remote monitoring interfaces;
- Identification of the cable routing;
- Actual measurements of route lengths;
- Detail inspection of the available space on existing cable trays; and
- Photographs of all aspects identified.

[B] A draft detailed site survey and use of the information gathered to update planning, design, installation and implementation specifications shall be submitted.

## Environmental Management Programme

[A] The Contractor shall develop an Environmental Management Programme (EMPr) based on identified activities which may have potential or actual environmental impacts before the commencement of work in accordance to the National Environmental Management Act (No. 107 of 1998) and the relevant environmental legislation as well as ATNS' environmental specifications. The bidder shall submit a draft environmental management programme with their submission of this bid. (D).

[B] A Draft Environmental Management Programme (EMPr) shall be provided, specific to the project scope. The environmental management programme shall address, without limitations, the following: (D)

- Energy efficiency pertaining to all aspects of the project;
- The use of Environmentally sustainable materials and products;
- Biodiversity management i.e. soil erosion, clearance of vegetation, rehabilitation of the site, all flora and fauna protection;
- Waste and water management;
- Air quality management i.e. dust suppression; and
- Visual and aural impacts.

[C] A suitably qualified environmental officer or service provider shall render the services required as per EMPr activities relevant to this project. (D)