**Request for Quotation for goods and services for Air Traffic and Navigation Services**

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| --- | --- |
| **RFQ REFERENCE NUMBER:** | **ATNS/FAPE/RFQ065/2022/23\_ACCESS\_CONTROL** |
| **ISSUE DATE:** | **08 August 2023** |
| **CLOSING DATE:** | **25 August 2023** |
| **CLOSING TIME:** | **14h00, CAT** |
| **COMPULSORY BRIEFING SESSION AND SITE INSPECTION:** | **Date: 15 August 2023**  **Time: 09h00**  **Venue: ATNS - Chief Dawid Stuurman International Airport Control Tower (Port Elizabeth)**  **GPS Co-Ordinates:**  **-33.98353488748654, 25.612658583292127**  **Refer to page 10 for details.** |
| **QUOTATION VALIDITY PERIOD:** | **60 Days** |
| **DESCRIPTION:** | **APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO REMOVE EXISTING ELECTRONIC SURVEILLANCE AND ACCESS CONTROL SYSTEM AND SUPPLY, INSTALL, TEST, AND COMMISSION NEW ELECTRONIC SURVEILLANCE AND ACCESS CONTROL SYSTEM FOR ATNS - CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (PORT ELIZABETH).** |
| **RFQ DOCUMENTS MAY BE ADDRESED TO:** | **Procurement Specialist: Andy Ngubane**  **Email address: RFQs@atns.co.za**  **NB:** **Please note our emails can only receive documents that are less 40MBcuments are more, please send them in separate emails** |
| **REQUIRED RETURNABLE DOCUMENTS** | * **Central Supplier Database (CSD) Report** * **Duly completed and signed SBD Forms (SBD1, SBD 4, SBD 6.1)** * **General conditions of contracts (GCCs) -Initialled and signed.** * **ATNS Completed pricing schedule** |
| **REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS** | * **Valid Tax Pin Status** * **Valid B-BBEE Certificate or Sworn Affidavit – Certified** * **Banking Details with a Bank Stamp** * **Optional - Quotation on the Company Letterhead (aligned to ATNS pricing schedule)** * **CIPC registration Documents** * **PSIRA Business Certificate** |
| **MANDATORY DOCUMENTS:**  ***NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.*** | * **Provide three (3) proof of previous similar works contactable references. References must be in a form of a signed reference letters on a client’s business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 3 years by closing date of this RFQ.** * **Provide confirmation from OEM Accredited business partners that system integrations activities will be undertaken by relevant OEM business partner.** |
| **PLEASE NOTE:**  **ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS** | |
| **Procurement SPECIALIST:** | **Andy Ngubane** |
| **Telephone:** | **011 607 1000** |
| **E-mail:** | **andyn@atns.co.za** |

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| --- |
| **The ATNS requests your quotations on the services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your proposal on the date stipulated. Late submissions will not be considered. Incomplete / missing documentations will invalidate the proposal submitted. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the rights to accept the whole or any portion of a quotation.**  **This RFQ will be evaluated on the basis of the 80:20 preference point system as stipulated in the ATNS’ Procurement Policies and Procedures.** |

**BIDDING STRUCTURE**

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

**ANNEXURE A: SCOPE OF WORK**

# PURPOSE OF THE REQUEST FOR QUOTATIONS

1. Air Traffic and Navigation Services SOC (herein this document referred to as “ATNS”) seeks to identify and appoint suitable supplier for the removal of existing electronic surveillance and access control system and supply, install, test, and commission new electronic surveillance and access control system for ATNS - Chief Dawid Stuurman International Airport (Port Elizabeth). This will include support, repair, and maintenance service of the same system for a period of 5 years.
2. The purpose of this RFQ is to contract with a suitably qualified supplier with specific product knowledge and the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost-effectiveness for ATNS.

# EXTENT OF WORK

## BACKGROUND

1. ATNS has a responsibility and mandate to implement and maintain minimum security measures in terms of the Minimum Information Security Standards (MISS) as well as Minimum Physical Security Standards (MPSS). The purpose of these security measures is to protect personnel (including visitors, contractors, and consultants), information, and all assets of ATNS SOC Ltd.
2. In compliance with the above directives, ATNS has identified a need to decommission and remove the current obsolete electronic security infrastructure and replace it with a new, more effective and efficient integrated system.
3. To this end, the ATNS intends appointing a suitably qualified and experienced service provider to remove existing electronic surveillance and access control system and supply, install, test, and commission new electronic surveillance and access control system. To ensure continued and sustainable system availability, ATNS further requires the same service provider to provide support, repair, and maintenance service of the same system for a period of five years.

## SCOPE OF WORK

The scope of this project shall entail the following main aspects:

1. **Decommissioning and removal of the existing electronic Access Control system**

* The service provider must decommission and meticulously remove all existing electronic surveillance and access control infrastructure system at the office space occupied by the ATNS – Chief Dawid Stuurman International Airport (Port Elizabeth).
* The decommissioning will include removal of ceiling mounted cameras, digital video recorders, surveillance monitors, biometric readers, emergency break-glass units, magnetic locks, door closers, etc. (list to be provided to the successful bidder). All removed system components shall remain the property of the ATNS SOC Ltd.
* ATNS – Chief Dawid Stuurman International Airport (Port Elizabeth) is currently using Sagem Access Control System.

1. **Supply, install, test, and commission of an electronic surveillance system.**

The service provider must supply, install and commission a new Internet Protocol (IP) based electronic surveillance (CCTV monitoring) system. The system shall function or operate as one integrated IP surveillance system with IP cameras connected through an IP network to a video management and recording server/s. It must further be integrated with the Access Control system in such a way that it can be managed from one platform. The surveillance system shall have the following the following functionality:

* Sync to a known time source
* Sync with the Biometric System
* Record Minimum 1080p HD
* All cameras shall have a PTZ (Pan-Tilt-Zoom)
* Shall be able to keep a minimum of 60 days or recording.
* Remote Access
* High Resolution IP cameras: Day/Night, Infra-Red, ceiling/wall mountable, vari-focal lenses, wide dynamic range, SD Card Slot, two-way audio, POE.
* Network Video Recorders: rack mounted, 24/7 recording with motion detection activation, recording to a centralized archive server, programable video analytics, preloaded with Video Management System software, shall have alarm management integration which automatically displays camera feeds linked to the event/alarm;
* TCPIP -Power over IP
* Systems spares must be provided for at least 10 years.
* The software license is valid for at least 10 years.
* Software updates must be compatible and upgradable for at least 10 years and be compatible with all future upgrades of windows.
* Periodical updates to the latest version of the system – at no cost (for the contract duration)
* Surveillance monitors: 21-inch LEDs. One monitor shall be dedicated for the Graphical User Interface and Alarm Management function.
* ATNS must be provided with installation software after each upgrade and a configuration manual to the restore system.
* System must provide daily status updates on system health and email the results to the technical team.
* System must have a graphical view.

1. **Supply, install, test, and commission new Access Control system**

The service provider must supply, install and commission a new IP based access control system. The system shall be fully integrated with the IP electronic surveillance or CCTV monitoring system described above, to be able to activate IP surveillance cameras to monitor access control events and alarms and display such events at the operator stations. The access control system shall control access by means of door status monitoring and biometric access control readers.

The Access Control system shall over and above have the following functionality:

* Highly secure and easy to use
* Multiple access control levels physical and Logical
* Multi-Level authentication
* Centralised Data management
* Ability to extract reports remotely illustrating everyone in the building.
* Software must be hardware independent (Server PC)
* Fully scalable
* Sync to a known time source
* Have multiple authentication methods.
* Biometric scanners should be able to function under all weather Conditions.
* Biometric scanners should have card reading capabilities
* Reader Licenses for all biometrics to be installed (Once-off licensing)
* Bidder to propose system with 99,9% up time
* Fingerprint enrolment Database Storage
* Access/ID cards Database Storage
* Electromagnetic lock including quick mount brackets
* Periodical updates to the latest version of the system – at no cost (for the contract duration)
* Enrolment cards

1. In case of fire, fire system must be able to integrate to the security system to ensure doors are opened. Configuration and hardware must be provided for integration.
2. In case of a unit failure that is beyond repairs or uneconomical to repair; the service provider must supply and replace the faulty unit.
3. Should new requirements for installation of related items arises, the service provider should submit in writing a quotation for the new requirement.
4. All replacement unit shall comply with the Occupational Health and Safety Act of 1993, as amended, and with local authorities’ by-laws.
5. **Security Management System (SMS)**
   1. The SMS shall integrate the two (2) security sub-systems(CCTV and Access control) into a single workstation, for monitoring and control purposes.
   2. The SMS workstation shall be equipped with the following:
      1. An SMS personal computer (PC);
      2. A biometric finger print scanner;
      3. A card printer and two additional cartridges.
      4. 500 access/ID cards , 500 card holders and 500 lanyards.
   3. The SMS workstation shall be password protected.
   4. The SMS workstation shall be equipped with all the necessary hardware to register new employees/visitors.
   5. The SMS workstation PC shall log every command and event entered by the operator into a database.
   6. The SMS shall keep a database of all registered employees and visitors.
   7. The SMS software shall enable the operator to configure biometric readers and CCTV cameras.
   8. The SMS software shall allow the operator to add, delete and edit user profiles and user groups. Visitors shall be granted limited access for the duration of their stay.
   9. The SMS software shall provide a graphical floor-plan based monitoring module that shall be projected to monitoring screen.
   10. The monitoring screen shall display, in 2-D graphics, real-time data such as access control and CCTV surveillance. This graphic shall be mapped from the building floor plan for ease of use.
   11. The SMS software shall provide a firmware utility that allows the operator to do the following:
   12. Troubleshoot faulty hardware;
   13. Upgrade the software; and
   14. Archive the database.
   15. The SMS shall have the following modes of operations:
   16. Normal operation mode;
   17. Emergency mode – when activated, preselected doors shall be opened automatically.
   18. Alarm mode – the SMS shall close all the access-controlled doors.
   19. The SMS shall institute an anti-pass back control.
   20. The SMS shall keep a daily record of employees entering and exiting the building. This record shall be retained for up to 90 days.
   21. The SMS shall allow a designated operator to extract CCTV surveillance footage and employee attendance register.
6. **Site testing and commissioning**

* The final testing of the entire system shall be conducted in the presence of, and to the satisfaction of the Manager: Technical Services, and/or his/her delegate representing the ATNS. The installation will need to be certified by a qualified Engineer registered with ECSA that the works comply to the Manufacturer’s and SABS standards
* System testing shall include, but not limited to functionality of system features and physical components of the system to prove efficiency of all aspects of the system to the satisfaction of the ATNS. All necessary testing equipment shall be supplied by the service provider.
* The service provider shall conduct own commissioning tests prior to the final test to satisfy themselves that every aspect of the system is working in line with these Terms of Reference, to confirm readiness for final testing. After a successful final testing the service provider shall notify the ATNS, in writing that the installation is complete, tested and in working order. All test reports are to form part of the hand-over pack to the ATNS.

1. **Training and Induction**

* During commissioning, the service provider shall provide skills transfer to nominated personnel from ATNS Technicians.
* The service provider shall be required to provide induction to the ATNS staff on the date, time and venue to be determined by the ATNS.

1. **Support, repair and maintenance**

* The service provider shall provide a support, repair and maintenance (proactive and reactive) service for the entire installation effective from the date of practical completion and commissioning of the system at the ATNS - Chief Dawid Stuurman International Airport (Port Elizabeth) for the remainder of the contract period of 5 years.
* The service provider shall indicate the cost per items of all consumables required to operate the system. i.e. Toners, Cards, Printer ribbons and card holder.

1. **Warranty Period**

* The service provider shall provide written confirmation for each brand / range of product tendered for that a minimum of 12 months warranty is applicable from date of invoice.

1. **Contract Period**

* The duration of the contract shall be 5 years, of the removal of existing electronic surveillance and access control system and supply, install, test, and commission new electronic surveillance and access control system.
* First twelve (12) months maintenance must be covered under the warranty conditions.
* The outer forty- eight (48) months will be covered in a maintenance agreement signed between the ATNS SOC Ltd and the successful bidder.

1. **Working hours**

* The contractor’s working hours will be 08:00- 16:00 should the contractor wish to extend these working hours; this shall be arranged with the Technical Services Manager.

1. **Formal Briefing**

A compulsory pre-quotation site meeting and/or RFQ briefing will be conducted at the ATNS Control Tower, Chief Dawid Stuurman International Airport, Allistair Muller Drive, Walmer, Port Elizabeth (-33.98353488748654, 25.612658583292127) on the 15th of August 2023, at 09h00 for a period of ± 1 hours.

* The briefing session will start punctually, and information will not be repeated for the benefit of respondents arriving late.
* Respondents failing to attend the compulsory RFQ briefing will be disqualified.
* Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.
* Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where Applicable) to the following address: andyn@atns.co.za

## SPECIFICATION

**ACCESS CONTROLLED AREA**

|  |  |
| --- | --- |
| **OPS BUILDING** | |
| **Item** | **Biometric/card reader scanner Location** |
|  | Main entrance and Passage way x 4 |
|  | Avionics office x 6 |
|  | ATC hall x 2 |
|  | Back Door (Parking) x 2 |
|  | Mechanical workshop x 1 |
|  | Control Tower bottom Door x 2 |
|  | Stores x 2 |
|  | Card reader for enrolment |
|  | Card printer |
|  | Cards |
|  | Card holder and lanyards |
| **Building Cameras** | |
|  | |
|  | Parking area x 5 |
|  | Reception Area entrance x1 |
|  | Stores x 2 |
|  | Tower Stairs x 1 |
|  | Passage way x 5 |
|  | Dining hall Lockers x 1 |
|  | ATC Hall x 2 |

## SAFETY

On appointment the successful tenderer must submit a SHE file complying with the latest amendment of the Occupational Health and Safety Act and Regulations. The contractor will only be issued with a site access certificate once his SHE file has been approved and accepted by ATNS. It is therefore of utmost importance that the SHE files gets approved before any delivery to site is considered, to prevent unnecessary delays and standing time at the Airport entrance gate.

Minimum site SHE file requirements (also refer to OHS Act and Regulations):

* Site specific risk assessment
* Site specific method statement
* Valid medical certificate of fitness for all employees on site, issued by an occupational health practitioner.
* Environmental Method Statement
* Proof of Competency for the duly appointed competent staff on site.
* Records of the health and safety induction training pertaining to the site
* ID copies for employees on site
* The PPE register for the site essential PPE, i.e., life jackets, safety harness, etc., issued to employees on site.
* Letter of good standing with the Department of Labour in terms of the Compensation fund
* Any other certificates relevant to the site and activities to be carried out, e.g., working at heights, fall protection, etc.

The successful tenderer will be responsible for the site to be in a safe and tidy condition throughout the demolition, removal and construction period. Site inspection will be done from time to time and if not in a tidy and safe condition, it must be restored immediately to the satisfaction of ATNS representative. The ATNS representative may order the contractor to stop all work, until such time as, in his opinion, this condition has been observed.

* 1. **SERVICE PROVIDER RESPONSIBILITIES**

Service provider shall:

* Provide all the necessary skills, resources, tools, equipment and experts, to carry out the works;
* Review, familiarize and understand the proposed sites including all constraints and environmental factors.
* Review, familiarize and understand the operational requirements of the facilities at all ATNS sites.
* Any other reasonable works required to successfully deliver the services to ATNS on time, on budget, at the accepted quality.
* Hand over all documentation to ATNS including condition reports after services, repairs and installations.
* Provide Annual compliance audits;
* Attendance and reporting to ATNS FAPE Management on an annual basis any significant findings identified.
* In carrying out the work, the successful service provider must ensure that staff will obtain and maintain ACSA permanent permits for access to airside
  1. **SUPPLIER DUE DILIGENCE**
* ATNS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include requests for additional information.

**ANNEXURE B: PRICING SCHEDULES.**

This section provides the tenderer with guidelines and requirements regarding the completion of the Price Schedule.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Scheduled Material** | | | | | |
| **Item No.** | **Items Description** | **UOM** | **QTY** | **Unit Price** | **Total Price** |
|  | Decommissioning and removal of the existing Access Control system | Job | 19 units and server PC with switch |  |  |
|  | Decommissioning and removal of the existing electronic surveillance system | Job | 17 CCTV Cameras and monitor |  |  |
|  | Electronic surveillance system – CCTV Dome Cameras | No. | 17 |  |  |
|  | Electronic surveillance system - CCTV Pan-Tilt-Zoom (PTZ) camera | No. | 2 |  |  |
|  | Biometric Indoor Access Reader | No. | 19 |  |  |
|  | Biometric outdoor Access Reader | No. | 3 |  |  |
|  | Push button to release magnet | No. | 3 |  |  |
|  | Electromagnetic Lock Including Quick Mount Brackets | No. | 20 |  |  |
|  | Finger Print Enrolment Database Storage software | No. | 1 |  |  |
|  | Main Entrance/ Reception – Releasing button | No. | 2 |  |  |
|  | SMS (desktop PC) | No. | 2 |  |  |
|  | Install, test, and commission new access control and electronic surveillance system | Job | 1 |  |  |
|  | Card reader for enrolment |  | 1 |  |  |
|  | Card printer |  | 1 |  |  |
|  | Cards |  | 500 |  |  |
|  | Card holder and lanyards |  | 500 |  |  |
|  | Sundries | Sum | 1 |  |  |
|  | Once-Off License | Sum | 1 |  |  |
|  | COC of Electrical Work | Sum | 1 |  |  |
|  | Training and Induction | Job | 1 |  |  |
| **Sub-Total** | |  |
| **VAT @15%** | |  |
| **Total (VAT Incl.)** | |  |

**AD Hoc Rate (Support, repair, and maintenance)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Non-scheduled material and labour rates for the duration of the contract** | | | | |  |  |
| **Items Description** | **UoM** | **Year 1** | **Year 2** | **Year 3** | **Year 5** | **Year 5** |
| **Labour Rate/Hour (Normal Hours) (R.)** | Rate per hour |  |  |  |  |  |
| **Labour Rate/Hour (Afterhours) (R.)** | Rate per hour |  |  |  |  |  |
| **Labour Rate/Hour (Saturday) (R.)** | Rate per hour |  |  |  |  |  |
| **Labour Rate/Hour (Sundays/Holidays) (R.)** | Rate per hour |  |  |  |  |  |
| **Call out fee** | Rate per call |  |  |  |  |  |
| **Mark up Rate (spares) (%)**  **Proof of expense must accompany invoices** | % |  |  |  |  |  |

**Pricing notes**

* All Prices must be quoted in South African Rand, exclusive of VAT.
* To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.
* The financial proposal for this assignment should cover all assignment activities as per the Terms of Reference**.**
* All escalation should be aligned or factor in government gazetted prices

**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………………………………………………………………………………………….**

**PREFERENTIAL PROCUREMENT REFORM:**

**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 favorably by the Company during the Tender 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.

**THE EVALUATION OF THE RFQ:**

|  |  |
| --- | --- |
| **STAGE 1** | **ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS** |
| **STAGE 2** | **MANDATORY REQUIREMENTS** |
| **STAGE 3** | **PRICE AND** **ATNS SPECIFIC GOALS** |

**The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

**STAGE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS**

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

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

* + - 1. Reject the bid and not evaluate it, or
      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.

**STAGE 2: MANDATORY REQUIREMENTS**

***FAILURE TO SUBMIT ALL OF THE BELOW REQUIREMENTS WILL RESULTS ON YOUR QUOTATION BEING DISQUALIFIED***

| **Mandatory Criteria** | **Proof Required** |
| --- | --- |
| Provide three (3) proof of previous similar works contactable references. References must be in a form of a signed reference letters on a client’s business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 3 years by closing date of this RFQ. | Yes |
| Provide confirmation from OEM Accredited business partners that system integrations activities will be undertaken by relevant OEM business partner. | Yes |

**STAGE 3: PRICE AND ATNS SPECIFIC GOALS:**

**Evaluation for Price and ATNS specific goals**

Quotations will be evaluated in terms of the ATNS’ Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for ATNS specific goals claimed.

|  |  |
| --- | --- |
| **PRICE** | **80** |
| **ATNS SPECIFIC GOALS** | **20** |

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

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

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

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

**CONTRACT TERMS**

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. Tenderer 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.

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.

All designs and documentation submitted by the tenderer will be treated as confidential.

***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.***

**SBD 1**

**PART A**

**INVITATION TO BID**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ATNS SOC LTD** | | | | | | | | | |
| BID NUMBER: | ATNS/FAPE/RFQ065/2022/23\_ACCESS\_ CONTROL | | | CLOSING DATE: | | 06 April 2023 | CLOSING TIME: | | 11h00 |
| DESCRIPTION | Appointment of an experienced service provider to remove existing electronic surveillance and access control system and supply, install, test, and commission new electronic surveillance and access control system for ATNS - Chief Dawid Stuurman International Airport (Port Elizabeth). | | | | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | | | | | |
| RFQ can be sent by email to: RFQs@atns.co.za | | | | | | | | | |
|  | | | | | | | | | |
|  | | | | | | | | | |
|  | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | | | |
| CONTACT PERSON | | | **Andy Ngubane** | | CONTACT PERSON | |  | | |
| TELEPHONE NUMBER | | | **011 607 1000** | | TELEPHONE NUMBER | |  | | |
| FACSIMILE NUMBER | | | **N/A** | | FACSIMILE NUMBER | |  | | |
| E-MAIL ADDRESS | | | [**andyn@atns.co.za**](mailto:andyn@atns.co.za) | | E-MAIL ADDRESS | |  | | |
| **SUPPLIER INFORMATION** | | | | | | | | | |
| 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]  Yes  No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | | [TICK APPLICABLE BOX]  Yes  No | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | |
| ***ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?*** | | Yes No  [IF YES ENCLOSE PROOF] | | | ***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?* | | | Yes No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO  DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO  DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO  DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO  IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO  **IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.** | | | | | | | | | |

**SBD 1**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   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.**   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.   4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 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. 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). 4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 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 THEBID INVALID**.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………

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

DATE. …………………………………………..

**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.

1. **Bidder’s declaration**

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

employed by the state? **YES/NO**

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **DECLARATION**

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[[2]](#footnote-2) will not be construed as collusive bidding.

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

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

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

* 1. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

……………………………… ..……………………………………………

Signature Date

……………………………… ………………………………………………

Position Name of bidder

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to invitations to tender:

* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
  1. **To be completed by the organ of state**

1. The applicable preference point system for this tender is the 80/20 preference point system.
   1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
2. Price; and
3. Specific Goals.
   1. **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

* 1. 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.
  2. 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.

1. **DEFINITIONS**
2. **“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;
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“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
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
   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:

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

* 1. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**
     1. **POINTS AWARDED FOR PRICE**

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

1. **POINTS AWARDED FOR SPECIFIC GOALS** 
   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:
   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—
2. 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

1. 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) | 20 |  |
|  |  |  |
|  |  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm…………………………………………………………………….
  2. Company registration number: …………………………………………………………...
  3. 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]

* 1. 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:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in 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;
4. 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 –
   1. disqualify the person from the tendering process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
   4. 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
   5. forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ……………………………………………………….

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

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

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