INVITATION TO BID

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD REPUBLIC OF SOUTH AFRICA



REQUEST FOR PROPOSALS (RFP): ATNS/TS/RPF37/2025/2026/TS

APPOINTMENT OF A SERVICE PROVIDER FOR RADIO FREQUENCY TEST EQUIPMENT CALIBRATION SERVICES AT ATNS CENTERS FOR A PERIOD OF 5 YEARS

BID REQUIREMENTS: VOLUME 1 A - GENERAL INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

DECEMBER 2025

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.

REFERENCE NUMBER ATNS/TS/RPF37/2025/2026/TS APPOINTMENT OF A SERVICE PROVIDER FOR RADIO **DESCRIPTION** FREQUENCY TEST EQUIPMENT CALIBRATION SERVICES AT ATNS CENTERS FOR A PERIOD OF 5 YEARS **ISSUE DATE** 04 December 2025 **CLOSING DATE** 12 February 2026 **CLOSING TIME** 11h00, Central African Time (CAT) **COMPULSORY SITE** Date: N/A Tender Briefing Time: INSPECTION/BRIEFING N/A **SESSION** Venue: N/A Note: N/A **BID SUBMISSION - PHYSICAL** Location: ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298 **BID SUBMISSION - ONLINE Request Process:** - Email Busisiwemo@atns.co.za and cc: tenders@atns.co.za - Email Subject Line: Include the tender number and description - A link will be provided for online submission upon receipt of the request - Deadline for Requesting the Link: 2 days before the closing date - Note: Requests after the deadline will not be processed

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BIDDERS DECLARATION AND STRUCTURE CLARIFICATION FORM

NOTE TO BIDDERS:

Submissions from all prospective bidders must clearly specify their respective bidding structure by marking the relevant section with an 'X' below. Bidders must also indicate whether the primary bidding entity is main bidder or other to provide supporting documentation accordingly.

A. Bidding Structure Type

(Mark one with an 'X')

Structure Type	Mark (X)
Individual Bidder	
¹ Joint Venture (JV)	
Consortium	
With Sub-Contractors	
Other (Specify):	

B. Primary Bidder: Tender Submission Structure

(Mark one with an 'X' and provide documentation as applicable – see mandatory evaluation criteria)

Bidder Type	Mark (X)
Original Equipment Manufacturer (OEM)	
² Authorised Distributor / Reseller	
Other (Specify):	

C. Bidder Details

(Complete for Individual Bidder, Lead JV Member or Primary Entity in Consortium)

Item	Details
Registered Name of Bidder	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
Fax Number	
Cell Number(s)	
E-mail Address	
Postal Address	
Physical Address	

.

¹ If joint venture or consortium includes both OEM and distributor/reseller, clearly indicate each party's role and attach joint responsibility agreements.

² If the bidder is a distributor/reseller, a valid OEM authorisation letter must be attached.

D. Details of Joint Venture / Consortium Members

(Only complete if applicable – add more rows as needed)

Bidding partner/member 1:

Item	Details
Company Name	
Registration No.	
VAT No.	
Contact Person	
E-mail	
Phone No.	
Role (OEM/Reseller/Integrator/etc.)	

Bidding partner/member 2:

Item	Details
Company Name	
Registration No.	
VAT No.	
Contact Person	
E-mail	
Phone No.	
Role (OEM/Reseller/Integrator/etc.)	

IMPORTANT NOTICE

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

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

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

SECTION A: INTRODUCTION AND SCOPE OF WORK

1. Introduction

About ATNS

The Air Traffic and Navigation Services (ATNS) Company of South Africa provides air traffic management, communication, surveillance, navigation, and related services, including training. ATNS manages 10% of the world's airspace and employs over 1,100 staff to ensure safe, efficient, and orderly air traffic services across 21 aerodromes in South Africa, including OR Tambo, Cape Town, and King Shaka International Airports. In the broader African region, ATNS supports aeronautical satellite communication (VSAT networks) across 33 states, connecting the continent from Cape to Cairo and extending to the Middle East.

I ATNS Vision:

To be the leading provider of air traffic management solutions and associated services across Africa and select international markets.

I ATNS Mission:

To provide safe, expeditious, and efficient air traffic management solutions, while ensuring economic, social, and environmental sustainability.

I ATNS values include:

- **Safety and Customer Centricity**: Prioritising customer needs and ensuring that safety is non-negotiable
- Accountability: Holding ourselves and others accountable for our actions
- **Agility**: Ensuring that we are flexible and adaptable to change
- **Diversity**: Embracing inclusion, equality and social differences
- Integrity: Following a moral and incorruptible corporate code

ATNS Business Environment

ATNS is a State-Owned Company (SOC), established in 1993 under the ATNS Company Act (Act 45 of 1993) to provide air traffic services aligned with ICAO standards and South African Civil Aviation Regulations. As a commercialised air navigation service provider (ANSP), ATNS operates on a "user-pays" principle, relying on revenues and debt funding to cover operational and capital expenses.

I Regulated Business Activities

ATNS regulated activities contribute 90% of its revenue. Key offerings include:

1 Air navigation services: Planning, operating, and maintaining airspace infrastructure

such as communication, navigation, and surveillance (CNS) systems.

Air traffic service charges: Governed by the Economic Regulating Committee (RC),

ATNS sets service tariffs and maintains service standards under a five-year permission

structure.

Training: The ATNS Aviation Training Academy (ATA) provides internationally

accredited air traffic services and technical training, earning recognition as IATA's Top

Regional Training Partner in 2012 and 2013.

I Non-Regulated Business Activities:

ATNS non-regulated operations contribute 10% of revenue and focus on regional

expansion through a subsidiary, ATNS International. This platform enables ATNS to

explore joint ventures and partnerships, enhancing market opportunities and

regional influence.

For more details, visit: www.atns.com

2. Purpose of the bid

The calibration of radio frequency test and other equipment is an objective assurance and compliance methodology to check the accuracy/Integrity of the instrument and determine the traceability of the measurement by conducting comparison between a known measurement (the standard) and the measurement using an instrument and including the repair of the devices. ATNS currently out-sources all of its calibration services to an external service provider.

The objective of this bid is to appoint a suitable independent External Calibration Service Provider that can provide assurance, compliance and repair to ATNS technical services department test equipment. The bidder must demonstrate the capability to perform calibration in accordance with the Standards for the South African National Accreditation System (SANAS).

2.1. SCOPE OF WORK

Service providers are herewith invited to submit proposal for the Radio Frequency Test Equipment calibrations services at ATNS for a period of **Five** (5) years:

The service provider must demonstrate that they have the necessary capacity to provide the required services; The services may include, but not limited to the list as outlined in **APPENDIX A**.

The successful service provider will be required to perform the following services:

- 2.1.1. Carry out Periodical test equipment calibrations (3 yearly, 2 yearly, and annually) as listed in **APPENDIX A.**
- 2.1.2. Perform repairs maintenance of test equipment as the need arises. Repairs must be in accordance to the Test Equipment manufacturer specifications (Provide pricing hourly Rates over 5 (five) years).
- 2.1.3. Provide ADHOC radio frequency and other test equipment services on an "As and When" required at the request of ATNS, mainly when new test equipment are acquired within the duration of this SLA.
- 2.1.4. Demonstrate experience and expertise of test equipment calibrations and compliance with applicable Standards for the South African National Accreditation System;
- 2.1.5. Provide replacement test equipment in case of test equipment found to be beyond economical repair, on a "As-and-When" required base and quoted for separately.

NOTE: All the calibrated test equipment, certificates and report shall remain the

2.2. DELIVERIES

property of ATNS.

2.2.1. The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.

- 2.2.2. Delivery must take place within 7 working days of placing an official order. Unless if special arrangements are made.
- 2.2.3. The service provider shall state the exact dates and times at which the requested items will be collected, calibrated and delivered back at ATNS Centres as listed in **APPENDIX B.**
- 2.2.4. Test equipment shall be carefully packed and protected to avoid dust, water or other damage during transportation and off-loading. The supplier will be held responsible for any damage occurring prior to its acceptance in writing by management.
- 2.2.5. The service provider shall make prior arrangements with ATNS centres for collection and delivery of test equipment.
- 2.2.6. Delivery of Test equipment includes off-loading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.
- 2.2.7. Service provider must supply and use their own personnel for the offloading of the products at the designated service provider premises.
- 2.2.8. An official order must be issued before any delivery may be made unless in an emergency.
- 2.2.9. The service provider shall take full responsibility for all test equipment from the time of delivery to the time of shipment.

2.3. QUALITY

- 2.3.1. Quality Standards
- 2.3.1.1. The calibrations of test equipment as listed hereto as **APPENDIX A** shall be carried out with care, quality and high class of workmanship.
- 2.3.1.2. Only SABS or equivalent approved calibrations Product shall be used when executing calibrations activities on ATNS test equipment.

NOTE: Equipment used to calibrate ATNS equipment must be traceable to NMISA.

2.3.2. Quality Checks

2.3.2.1. ATNS may from time to time visit the Laboratory where its test equipment are being calibrated, and non-compliance may result in the termination of the contract.

3. Validity Period

- 3.3. Proposals must remain valid for **120 days** from submission.
- 3.4. Bidders may request an extension to this validity period in advance, providing reasons and justifications for the additional time required.
- 3.5. However, ATNS reserves the right to approve or decline such requests in the interest of maintaining the competitiveness, fairness, and transparency of the bidding process.
- 3.6. Bidders will be notified in writing regarding any matters related to extensions, if and/or when necessary.
- 4. Correspondence during the Bid and Clarifications Before Closure.
- 4.3. All queries should be directed to:
- 4.3.2. Busisiwe Molapisi: Busisiwemo@atns.co.za (cc: tenders@atns.co.za)
- 4.3.3. Insert the reference number and description of tender on the subject line
- 4.3.4. All written queries and requests for clarification regarding this bid must be submitted using the Form of Questionnaire (Page 77) by latest **05 February 2026** at **17h00 CAT**.

5. Bid Structure

- 5.3. The bid must be submitted in **two parcels**:
- 5.3.2. Volume 1A General Instruction and Administrative Requirements
 - **Volume 1A**: General instructions and administrative requirements
 - **Annexure A**: Pricing schedule (in a separate sealed envelope)
- 6. Procedures for Submitting Bids
- 6.3. Closing date and time: 12 February 2026, 11h00 CAT
- 6.4. Submissions can be made **online or via hard copy.**
- 6.4.2. For online submissions: Request a secure portal link by 10 February 2025.

- 6.4.3. <u>Hard copy submissions:</u> Include **one original, one copy, and one PDF** version on USB.
- 6.4.4. Hard copies must be submitted to:

ATNS Company Limited

Eastgate Office Park, Block C

South Boulevard Road, Bruma, 2298, South Africa

SECTION B: BID EVALUATION PROCESS

The bid evaluation process for this RFP will be conducted in Four (4) distinct stages as follows:

7. Stage 1: Administrative Requirements

No.	Requirement	Description					
7.3.	Tax Compliance Certificate	Proof of tax compliance demonstrating that the					
		bidder meets SARS requirements.					
7.4.	Registration on Central Supplier	Bidder must be registered on the National					
	Database (CSD)	Treasury Central Supplier Database.					
7.5.	Company Registration Documents	Certified copies of official registration documents					
		as proof of legal entity status.					
7.6.	Completed ATNS Bid Forms	Submission of completed National Treasury					
		Standard Bidding Documents (SBD forms),					
		including:					
7.4.1	✓ SBD 1	Invitation to Bid					
7.4.2		Pricing Schedule- prices should be firm for					
	✓ SBD 3.1	period of the contract					
7.4.3	✓ SBD 4	Declaration of Interest					
7.4.4	✓ SBD 6.1	Preference Points Claim Form					
7.4.5	✓ GCC Acknowledgment	Acknowledgment of the General Conditions of					
		Contract					

7.7. Failure to meet administrative requirements may result in bid rejection.

7.8. Non-Compliance with Administrative Requirements

- **7.8.2.** If the Bidder fails to comply with any of the administrative requirements, or if ATNS is unable to verify whether these requirements are met, ATNS reserves the right to:
 - a) Reject the bid and exclude it from further evaluation, or
 - b) Accept the bid for evaluation, subject to the following condition:
 - The Bidder must submit any supplementary information within **seven (7) days** to achieve full compliance.
 - The supplementary information must strictly address administrative requirements and not be substantive in nature.

8. Stage 2: Mandatory requirements

If the bidder fails to comply with any of the below mandatory requirements, ATNS will exclude it from further evaluation

Mandatory Criteria	Proof Required		
South African National Accreditation System (SANAS) Accreditation	Bidder to submit valid certificate of accreditation or document confirming such registration issued by South African National Accreditation System (SANAS) for Testing and Calibration Laboratories clearly reflecting Facility Accreditation Number		
	NOTE:		
	Failure to provide this document will result in automatic disqualification ATNS may confirm authenticity of the document with SANAS		
Company Experience	Provide three (3) reference letters. References must be in a form of a signed reference letters on a previous bidder's clients 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 the closing date of this RFP.		
	NOTE: 1. The references must be for the provision of Previous Test Equipment Calibration Services 2. Completion Certificate / Award letters will not be considered.		
Key Personnel Experience	Bidder to submit a minimum of three (3) detailed Curriculum Vitae (CV of Metrology Technicians with a minimum of 5 years' experience as Test Equipment Calibration Technicians		
	NOTE: 1. Bidder to provide the CVs of the same registered persons provided for mandatory evaluation.		
Qualifications	Bidder to submit a minimum of three (3) certified National Certificate: Metrology at NQF level 5 OR equivalent linked to the above listed Metrology Technicians.		
	NOTE: 1. Qualification must be SAQA accredited, including foreign qualification		

9. Stage 3: Preference Points System

9.3. **80/20-point system**.

Category	Price	ATNS Specific Goals	Total
80/20 Points	80,00%	20,00%	100,00%

10. Specific Goals

10.3. ATNS Specific Goals below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)
51% Black Owned Suppliers	20,00
(Section 2(1)(d)(i) of the PPPFA)	

10.4. The Bidder must indicate how they claim points for specific for each preference point system in the provided SBD 6.1.

11. Verification of Specific Goals

- 11.3. Bidders must submit:
- 11.3.2. CSD Report
- 11.3.3. CIPC documents
- 11.3.4. holder certificates
- 11.3.5. ID copies of shareholders.
- 11.3.6. B-BBEE certificate or sworn affidavit

12. ATNS Specific Goals

12.3. ATNS evaluates bids based on **Preferential Procurement Regulations, 2022**. Suppliers are required to **claim points** for specific goals in **SBD 6.1**.

SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID

13. Disclaimer

- 13.3. 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.
- 13.4. 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.

14. Contract Terms

- 14.3. 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.
- 14.4. 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.
- 14.5. All designs and documentation submitted by the tenderer will be treated as confidential.
- 14.6. 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.

15. Cancellation of Procurement Process

15.3. 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.

16. Bid Submission Conditions, Instruction and Evaluation Process/Criteria

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

17. Negotiation and Contracting

- 17.3. ATNS have the right to enter negotiation with one or more Bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 17.4. Under no circumstances will negotiation with any Bidders, including preferred Bidders, constitute an award or promise/ undertaking to award the contract.
- 17.5. ATNS shall not be obliged to accept the lowest or any bid, offer or proposal.
- 17.6. 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.
- 17.7. 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.

18. Reasons for Rejection

- 18.3. 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.
- 18.4. ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
- 18.4.2. Have abused the SCM system of the ATNS.
- 18.4.3. Have committed proven fraud or any other improper conduct in relation to such system.
- 18.4.4. Have failed to perform on any previous contract and the proof exists.
- 18.4.5. Such actions shall be communicated to the National Treasury.

19. General Conditions of Contract

19.3. The General Conditions of Contract must be accepted.

20. Additional Information Requirements

20.3. 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.

20.4. No additional information will be accepted from any individual Bidder without such information having been requested.

21. Confidentiality

21.3. 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.

22. Intellectual Property, Inventions and Copyright

- 22.3. 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.
- 22.4. This paragraph shall survive termination of this contract.

23. Non-Compliance with Delivery Terms

23.3. 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.

24. Warrants

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

25. Parties not affected by waiver or breaches

- 25.3. 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.
- 25.4. 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.

26. Retention

- 26.3. 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.
- 26.4. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

27. Central Supplier Database

- 27.3. It is a requirement that all suppliers/ services providers to ATNS shall be registered on the National Treasury Central Supplier Database (CSD).
- 27.4. 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
- 27.5. 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.
- 27.6. No bid will be awarded, and a contract concluded with a bidder who is not registered on the CSD.

28. Format of Bids

- 28.3. 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.
- 28.4. 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.

29. SARS Tax Clearance Certificate(S)

- 29.3. Bidder must ensure compliance with their tax obligations.
- 29.4. 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.
- 29.5. 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
- 29.6. Bidders may also submit a printed TCS together with the bid.
- 29.7. In bids where consortia/ joint ventures/ sub-contractors are involved; each party must submit a separate proof of TCS/ PIN/ CSD number.
- 29.8. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
- 29.9. Bids submitted without any one of the above, will be deemed to be non-responsive.

30. Declaration of Interest

- 30.3. Each party to the bid must complete and return the "Declaration of Interest".
- 30.4. Bids submitted without a complete and signed Declaration of Interest will be deemed to be non-responsive.

31. Invitation to Bid

- 31.3. Bidders must complete, sign and return the full "Invitation to Bid" document.
- 31.4. Bids submitted without a completed and signed Invitation to Bid will be deemed to be non-responsive.

32. Pricing Schedule

- 32.3. 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.
- 32.4. 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. Bids submitted without a price or with an incomplete price, will be deemed to be non-responsive.
- 32.5. A pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.

33. Registration On the CSD

33.3. 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.

34. Registration Certificates and Accreditation with OEMS Or Professional Bodies

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

SECTION D: STANDARD BIDDING DOCUMENTS

35. SBD1: Invitation to Bid - PART A

You Are Hereby Invited to Bid for Requirements of the Air Traffic and Navigation Services SOC Limited (ATNS)												
BID NUMBER:	ATNS/TS/RPF37/2025/2026/TS		CLOSING DATE:	2026	12 February CLC 2026 TIMI			11h00 CAT				
DESCRIPTION		PMENT CALIBRATION SER	_	FOR RADIO FREQUENCY TEST ATNS CENTERS FOR A PERIOD OF 5								
		E ENQUIRIES MAY BE DIR	ECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:								
CONTACT PERS	SON	Busisiwe Molapisi		CON	ITACT PERSO	N						
TELEPHONE NUMBER		011 607 1325		TELI	EPHONE NUM	1BER						
FACSIMILE NUMBER E-MAIL ADDRES	20	husisiwoma @atna aa 70			SIMILE NUMB							
SUPPLIER INFO		busisiwemo@atns.co.za		⊏- IVI <i>I</i>	AIL ADDRESS							
NAME OF BIDDI												
POSTAL ADDRE												
STREET ADDRE	ESS											
TELEPHONE NUMBER		CODE		NUMBER								
CELL PHONE NUMBER												
FACSIMILE NUMBER		CODE		NUM	1BER							
E-MAIL ADDRES	SS											
VAT REGISTRA NUMBER	TION											
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA						
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	S	TICK APPLICABLE	BOX]	LEV	BEE STATUS EL SWORN IDAVIT		APPL	TICK ICABLE OX]				
			_					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 [IF YES ENCLOSE PF	□No ROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO	BIDDING FOREIGN SI	UPPLIERS			
	AVE A BRANCH IN THE AVE A PERMANENT ES AVE ANY SOURCE OF E IN THE RSA FOR AN NO" TO ALL OF THE A NCE STATUS SYSTEM O IF NOT REGISTER A	E RSA? STABLISHMENT I INCOME IN THE IY FORM OF TAXA ABOVE, THEN IT I	N THE RSA? RSA? ATION? S NOT A REQUIREMENT M THE SOUTH AFRICAN N.		
1. BID SUBMISSION:					
_	ELIVERED BY THE STI CEPTED FOR CONSID	_	O THE CORRECT ADDRI	ESS. LATE BIDS	
	BE SUBMITTED ON THE ER PRESCRIBED IN T		MS PROVIDED-(NOT TO	BE RE-TYPED)	
AND THE PREFER	1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.				
1.4. THE SUCCESSFU FORM (SBD7).	L BIDDER WILL BE RI	EQUIRED TO FILI	L IN AND SIGN A WRITTE	EN CONTRACT	
2. TAX COMPLIANCE	REQUIREMENTS				
2.1 BIDDERS MUST E	NSURE COMPLIANCE	WITH THEIR TAX	X OBLIGATIONS.		
2.2 BIDDERS ARE RE	QUIRED TO SUBMIT T	THEIR UNIQUE PE	ERSONAL IDENTIFICATION	N NUMBER (PIN)	

ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH

THE SARS WEBSITE WWW.SARS.GOV.ZA.

AND TAX STATUS.

- 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.

36. SBD 3.1: Pricing Schedule / Form of Contract

NB! Pricing schedule must be in a separate envelope-Annexure A

SBD 3.1

PRICING SCHEDULE - FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

	Name of bidder:		. Bid number: ATNS/TS/RPF37/2025/2026/TS	
	Closing Time: 11h00 C	<u>AT</u>	Closing date: 12 February 2026	
O	FFER TO BE VALID FOR _	120 DAYS FROM THE	CLOSING DATE OF BID.	
IT NO	EM QUANTITY D.	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)	

1. OR TAMBO INTERNATIONAL AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
NAV ANALYSER NORMARC 7710	301	R	R	R	R	R
NAV ANALYSER NORMARC 7710	722	R	R	R	R	R
NAV ANALYSER NORMARC 7710	723	R	R	R	R	R
FLUKE MULTI-METER 179	20700210	R	R	R	R	R
BIRD ANTENNA TESTER AT-500	9392	R	R	R	R	R
AUDIO OSCILLATOR - LINDOS LA101	5201	R	R	R	R	R
AGILENT UNIVERSAL FREQUENCY COUNTER	MY50011993	R	R	R	R	R
AUDIO MEASURING SET - LINDOS LA102	5201	R	R	R	R	R
AUDIO MEASURING SET - LINDOS LA102	3506010070	R	R	R	R	R
AUDIO MEASURING SET - LINDOS LA102	4602	R	R	R	R	R
AUDIO MEASURING SET - LINDOS LA102	4962	R	R	R	R	R
AUDIO MEASURING SET - LINDOS LA102	5375	R	R	R	R	R
AUDIO OSCILLATOR - LINDOS LA101	4602	R	R	R	R	R
AUDIO OSCILLATOR - LINDOS LA101	712	R	R	R	R	R
AUDIO OSCILLATOR - LINDOS LA101	4962	R	R	R	R	R
AUDIO OSCILLATOR - LINDOS LA101	5375	R	R	R	R	R
COMM's SERVICE MONITOR AEROFLEX 2945B	294508/012	R	R	R	R	R

COMM's SERVICE MONITOR AEROFLEX 2945B	294511/641	R	R	R	R	R
COMM's SERVICE MONITOR AEROFLEX 2945B	294511/642	R	R	R	R	R
COMM'S TEST SET MARCONI TYPE 2955A	132157035	R	R	R	R	R
COUNTER PHILIPS PM6676	SM1894	R	R	R	R	R
COUNTER FREQ - AGILENT 53181A	MY40007151	R	R	R	R	R
FLUKE 190-504 SCOPE METER	35695802	R	R	R	R	R
ILS TEST RECEIVER NORMARC NM3710B	925	R	R	R	R	R
METERS MILLIVOLT RF PROBE FOR URV3	861 222	R	R	R	R	R
METERS POWER - AGILENT N1911A	MY45100355	R	R	R	R	R
METERS POWER MILLIWATT HP 432A	1848A18676	R	R	R	R	R
METERS POWER SENSOR - AGILENT N1921A	MY50170051	R	R	R	R	R
METERS POWER HP-432A	1848A30151	R	R	R	R	R
METERS RF MILLIVOLT URV3	861 222 / 19	R	R	R	R	R
OSCILLOSCOPE - AGILENT DSO6012A	MY45002439	R	R	R	R	R
OSCILLOSCOPE - AGILENT DSO6012A	MY45002438	R	R	R	R	R
OSCILLOSCOPES - AGILENT 54622A	MY40009022	R	R	R	R	R
OSCILLOSCOPES - AGILENT 54622D	MY40007388	R	R	R	R	R
SPECTRUM ANALYSER HP4408B 9Khz to 26Ghz	US40240513	R	R	R	R	R
THERMISTOR HEAD HP 478A (Used with HP432A)	68780	R	R	R	R	R
THERMISTOR MOUNT HP478 FOR HP432A	86613	R	R	R	R	R
ATTENUATOR - VHF- (0 - 11DB) HP 355C	1203A30041	R	R	R	R	R
ATTENUATOR SET HP8494/A 0-11db	2813A16717	R	R	R	R	R
COMM's TEST SET HP8920A OPT 102, 103 & 104	3352U01423	R	R	R	R	R
COUNTER HP - 5328A (From 1 yr calib - Feb 2009)	1548A00565	R	R	R	R	R
COUNTER HP - 5382A (From 1 yr calib - Feb 2009)	1804A04720	R	R	R	R	R

COUNTER HP 5300 DISPLAY	1452A03259	R	R	R	R	R
COUNTER HP 5303B (From 1 yr calib - Feb 2009)	1520A02632	R	R	R	R	R
CRYSTAL DETECTOR - HP 423B (In RASS case)	1822A36013	R	R	R	R	R
DC POWER SUPPLY (GW INSTEK)	GE852165	R	R	R	R	R
ELECTRIC FIELD PROBE TYPE 26.1	K-0025	R	R	R	R	R
ELECTRIC FIELD PROBE TYPE 9.2	AM-0009	R	R	R	R	R
Fibre Optic OTDR	578793	R	R	R	R	R
Fibre Optic Power Meter	576168	R	R	R	R	R
FLUKE MULTI-METER 179	20700148	R	R	R	R	R
FLUKE MULTI-METER 179	20700299	R	R	R	R	R
FLUKE MULTI-METER 179	20700267	R	R	R	R	R
FLUKE MULTI-METER 179	20700184	R	R	R	R	R
FLUKE MULTI-METER 179	20700211	R	R	R	R	R
FLUKE MULTI-METER 179	20700305	R	R	R	R	R
FLUKE MULTI-METER 179	20700261	R	R	R	R	R
FLUKE MULTI-METER 179	20400217	R	R	R	R	R
FLUKE MULTI-METER 179	20700151	R	R	R	R	R
FLUKE MULTI-METER 179	20700240	R	R	R	R	R
FLUKE MULTI-METER 179	20700212	R	R	R	R	R
FLUKE MULTI-METER 179	20700279	R	R	R	R	R
FLUKE MULTI-METER 179	20700230	R	R	R	R	R
FLUKE MULTI-METER 179	20700304	R	R	R	R	R
FLUKE MULTI-METER 179	20700183	R	R	R	R	R
FLUKE MULTI-METER 179	20700182	R	R	R	R	R
FLUKE MULTI-METER 179	20700245	R	R	R	R	R

FLUKE MULTI-METER 179	20700303	R	R	R	R	R
FLUKE MULTI-METER 179	20700270	R	R	R	R	R
FLUKE MULTI-METER 179	20700307	R	R	R	R	R
FLUKE MULTI-METER 179	24900095	R	R	R	R	R
FLUKE MULTI-METER 179	20700301	R	R	R	R	R
FLUKE MULTI-METER 179	24900099	R	R	R	R	R
IDEAL NETWORKS RECIEVER & TRANSMITTER BOX	11827 & 068337	R	R	R	R	R
MAGNETIC FIELD PROBE TYPE 12.1	AG-0017	R	R	R	R	R
METERS LCR LEADER LCR745	3030373	R	R	R	R	R
METERS MILLIVOLT RMS HP-3400A	2415A37956	R	R	R	R	R
RADIATION METER EMR-300	AS-0021	R	R	R	R	R
RADIATION MONITOR Nardalert XT Model D8860	8020	R	R	R	R	R
RECEIVER R&S EB200 (used for Direction Finding)	100387	R	R	R	R	R
SIGNAL GENERATORS WAVETEK 3001	309422	R	R	R	R	R
SPECTRUM ANALYSER MS2711D	704142	R	R	R	R	R
SPECTRUM ANALYSER MS2711D	703091	R	R	R	R	R
ATTENUATOR R&S RBU30 30DB 100W	300751/82	R	R	R	R	R
ATTENUATOR 20DB 20W NARDA 766-20 (In RASS case)	8712	R	R	R	R	R
ATTENUATOR 20DB 75W BIRD TYPE 75-A-MFN-20	9846	R	R	R	R	R
ATTENUATOR SET - HP 8491A - 6 DB	15774	R	R	R	R	R
AUDIO LEVEL METER ANRITSU ML424A	M47540	R	R	R	R	R
AUDIO LEVEL METER ANRITSU ML424A	M47640	R	R	R	R	R
COUPLER DIRECTIONAL HP776D	10400	R	R	R	R	R
COUPLER DIRECTIONAL MICROLAB CB/A78 (RASS case)	145	R	R	R	R	R
COUPLER DIRECTIONAL NARDA 3002-20 (In RASS case)	63879	R	R	R	R	R

COUPLER DUAL DIRECTIONAL - HP 778D	1144A07966	R	R	R	R	R
COUPLER DUAL DIRECTIONAL - HP 778D	1144A08368	R	R	R	R	R
DUMMY LOAD TELEWAVE TWL-100	633	R	R	R	R	R
DUMMY LOAD TELEWAVE TWL-100	639	R	R	R	R	R
DUMMY LOAD TELEWAVE TWL-100	630	R	R	R	R	R
DUMMY LOAD TELEWAVE TWL-35	No Serial no	R	R	R	R	R
DUMMY LOAD TELEWAVE TWL-35	No Serial no	R	R	R	R	R
DUMMY LOAD TELEWAVE TWL-35	No Serial no	R	R	R	R	R
DUMMY LOAD BIRD TYPE 8085 50 OHM	9702	R	R	R	R	R
DUMMY LOAD BIRD TYPE 8201 50 OHM	12422	R	R	R	R	R
DUMMY LOAD BIRD TYPE 82A 50 OHM 500 Watt	2472	R	R	R	R	R
FUNCTION GENERATOR TEKTRONIX FG502	B032429	R	R	R	R	R
GV INSTEK SPS-3610	GEN852165	R	R	R	R	R
ILS TEST RECEIVER Alenia - Marconi 2137(89-GR)	53313	R	R	R	R	R
MEGGER AVO DET/4D incl Earth Pegs "Earth Tester"	6210- 178/030303/4243	R	R	R	R	R
MEGGER AVO BM400/2 incl PROBE	6410- 893/010101/0982	R	R	R	R	R
METERS AC CLAMP FLUKE 30	65850795	R	R	R	R	R
METERS CAPACITANCE GLOBAL 3001	DCM 3110026	R	R	R	R	R
METERS FREQUENCY RACAL 9911	3445	R	R	R	R	R
METERS FREQUENCY HP-536A (formerly at S_Band 1)	1441A-01752	R	R	R	R	R
METERS LEVEL FREQ SELECTIVE CUSHMAN CE24A	H8807113	R	R	R	R	R
METERS MODULATION RACAL 9009	2696	R	R	R	R	R
METERS MULTI FLUKE 87 III	7374595	R	R	R	R	R
METERS POWER BOONTON TYPE 42C	2924	R	R	R	R	R
METERS WATT BIRD THRULINE 4410A	4483	R	R	R	R	R

METERS WATT BIRD TYPE 43 TNC IN KIT BOX	157611	R	R	R	R	R
METERS WATT BIRD TYPE 43 N-Type	34325	R	R	R	R	R
METERS WATT BIRD TYPE 43 N-Type	135001684	R	R	R	R	R
METERS WATT BIRD TYPE 43 N-Type	19293	R	R	R	R	R
METERS WATT BIRD TYPE 43 TNC CW & PEAK	49184	R	R	R	R	R
METERS WATT BIRD TYPE 43 TNC Connectors	58245	R	R	R	R	R
METERS WATT BIRD TYPE 43 TNC Connectors	86194	R	R	R	R	R
METERS WATT BIRD TYPE 4314B N Type rechargeable	113500515	R	R	R	R	R
METERS WATT BIRD TYPE 4431	2913	R	R	R	R	R
MULTIMETER FLUKE 77(III)	78270088	R	R	R	R	R
MULTIMETERS - DIGITAL - HP 3478A	2619A40381	R	R	R	R	R
NRT POWER REFLECT METER ROHDE&SCHWARTZ	106611	R	R	R	R	R
NRT-Z 14 SENSOR	101919	R	R	R	R	R
POWER SUPPLIES (BENCH), THURLBY PL 320	34378	R	R	R	R	R
POWER SUPPLIES (BENCH), THURLBY PL 320 DUAL	67498	R	R	R	R	R
POWER SUPPLIES (BENCH), WEIR 4000T	297973	R	R	R	R	R
POWER SUPPLY HP6434B 40V 25A	3105A06095	R	R	R	R	R
POWER SUPPLY KENWOOD MODEL PS60-12	5100012	R	R	R	R	R
POWER SUPPLY KENWOOD MODEL PS60-12	5100011	R	R	R	R	R
PROTRACTOR DIGITAL PRO 3600 (Inclinometer)	278	R	R	R	R	R
SEAWARD OSCAR 250 Measuring/Oscillator	45E-0463	R	R	R	R	R
SEAWARD OSCAR 250 Measuring/Oscillator	30E-0702	R	R	R	R	R
SEAWARD OSCAR 250 Measuring/Oscillator	30E-0705	R	R	R	R	R
SEAWARD OSCAR 250 Measuring/Oscillator	45E-0668	R	R	R	R	R
SIGNAL GENERATOR RF HP8657B	3208U02594	R	R	R	R	R

SIGNAL GENERATORS HP 8640B	2743A29930	R	R	R	R	R
SIGNAL GENERATORS LEVEL - ANRITSU MG442A	M09742	R	R	R	R	R
SIGNAL GENERATORS LEVEL - ANRITSU MG442A	M09842	R	R	R	R	R
SWR BRIDGE ZRA 1052.3607.52	100049	R	R	R	R	R
THERMAL PROBE TYPE 41/5B	5222	R	R	R	R	R
VOR TEST SET MODEL 7010	1115	R	R	R	R	R

	-				
Total Over Each Year (VAT Inclusive):	R	R	R	R	R

0 11	
Overall Total Over five (5) Years (VAT Inclusive):	I D
Overall Total Over five (5) Years (VAT Inclusive):	11

2. MAFIKENG AIRPORT (DELIVERIES AT TAMBO)

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
NAV ANALYZER	331	R	R	R	R	R
TRUE RMS MULTIMETER	20700307	R	R	R	R	R
FREQUENCY COUNTER	105-01459	R	R	R	R	R
100MHZ OSCILLOSCOPE	101769	R	R	R	R	R
100MHZ OSCILLOSCOPE	703145	R	R	R	R	R
50MHZ OSCILLOSCOPE	E218343	R	R	R	R	R
COMM's SERVICE MONITOR AEROFLEX 2945B	294511/643	R	R	R	R	R
COMMUNICATION TEST SET	132157/033	R	R	R	R	R
FREQUENCY COUNTER	MY50011701	R	R	R	R	R
LOW DISTORTION AUDIO GEN	2030288	R	R	R	R	R
MODULATION METER	4244	R	R	R	R	R
RF POWER METER	1443	R	R	R	R	R
TRUE RMS MULTIMETER	92320121	R	R	R	R	R
100W 30DB ATTENUATOR	300751/52	R	R	R	R	R
AVO METER	539492	R	R	R	R	R
REGULATED POWER SUPPLY	3050013	R	R	R	R	R
STABILIZED POWER SUPPLY	3972	R	R	R	R	R
STABILIZED POWER SUPPLY	646	R	R	R	R	R
TELEWAVE 50Ω 150W DUMMY LOAD	1504	R	R	R	R	R

Calibration of Test Equipment - Volume 1A: General instructions and administrative requirements

TERMALINE 50Ω 5W DUMMY LOAD.	19307	R	R	R	R	R
TERMALINE 50Ω 5W DUMMY LOAD.	42704	R	R	R	R	R
TERMALINE 50Ω 5W DUMMY LOAD.	42586	R	R	R	R	R
TERMALINE 50Ω 5W DUMMY LOAD.	19184	R	R	R	R	R
TERMALINE 50Ω 5W DUMMY LOAD.	42697	R	R	R	R	R
TERMALINE 50Ω 5W DUMMY LOAD.	19245	R	R	R	R	R
TERMALINE 50Ω 5W DUMMY LOAD.	27779	R	R	R	R	R
WATTMETER	3471	R	R	R	R	R
WATTMETER	136116	R	R	R	R	R
WATTMETER	146347	R	R	R	R	R
WATTMETER	193726	R	R	R	R	R

	-	•	1	i	1
Total Over Each Year (VAT Inclusive):	R	R	R	R	R

Overall Total Over five (5) Years (VAT Inclusive):	R
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3. CAPE TOWN INTERNATIONAL AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
Grundig UZ2400	1602	R	R	R	R	R
Bird AT-500 Antenna Tester	9448	R	R	R	R	R
Bird 4314B Wattmeter	113600009	R	R	R	R	R
AGILENT - N1911A	MY-45100197	R	R	R	R	R
AGILENT - DS-6032A	MY-44 003 720	R	R	R	R	R
AGILENT - E4422B	MY-41000445	R	R	R	R	R
AGILENT - DS-6032A	MY-44003722	R	R	R	R	R
AGILENT - DS-6032A	MY-44 003 721	R	R	R	R	R
AGILENT - N1911A	MY-45101520	R	R	R	R	R
R & S VOR/ILS ANALYZER EVS 200	958921/100	R	R	R	R	R
THALES-7010	1163	R	R	R	R	R
THALES-7020 PNR	1585	R	R	R	R	R
R & S VOR/ILS ANALYZER EVS 1000	13298009K02	R	R	R	R	R
Oscar 250c	45E-0470	R	R	R	R	R
Oscar 250c	44E-0537	R	R	R	R	R
Oscar 250c	20E-0582	R	R	R	R	R
Oscar 250c	30E-0707	R	R	R	R	R
Lindos - LA101	5352	R	R	R	R	R

Lindos - LA102	ATNS-001	R	R	R	R	R
·						
Lindos - LA102	ATNS-002	R	R	R	R	R
Lindos - LA102	5353	R	R	R	R	R
Lindos - LA101	5353	R	R	R	R	R
Lindos - LA101	3780	R	R	R	R	R
Topward 1220	680728	R	R	R	R	R
HP54601B	3409A00227	R	R	R	R	R
Tektronix 465B	101631	R	R	R	R	R
TEK2246A	B016206	R	R	R	R	R
Tektronix -THS720	B030383	R	R	R	R	R
MFJ	MFJ-249	R	R	R	R	R
AVO	6210- 180/050805/5531	R	R	R	R	R
Instek/ SPS-3610	GEN852168	R	R	R	R	R
R & S NRT	106599	R	R	R	R	R
R & S NRT	106613	R	R	R	R	R
R & S NRT	102737	R	R	R	R	R
Fluke 30	64754957	R	R	R	R	R
IFR 2945B	294507/346	R	R	R	R	R
IFR 2945B	294507/347	R	R	R	R	R
IFR 2945B	294511/639	R	R	R	R	R
EXFO	576186 & 578795	R	R	R	R	R
Fluke 177	81840496	R	R	R	R	R
Fluke 77	50380123	R	R	R	R	R
Fluke 179	95 730 789	R	R	R	R	R
Fluke 179	95 740 102	R	R	R	R	R

Fluke 179	95 740 835	R	R	R	R	R
Fluke 179	95 740 103	R	R	R	R	R
Fluke 179	95 730 788	R	R	R	R	R
Fluke 77	34264478	R	R	R	R	R
Beckman	80101442	R	R	R	R	R
Fluke 179	95 740 104	R	R	R	R	R
Fluke 179	95 740 836	R	R	R	R	R
Fluke 179	91760195	R	R	R	R	R
Fluke 77	47780277	R	R	R	R	R
Fluke 179	95 730 786	R	R	R	R	R
Fluke 179	95 520 633	R	R	R	R	R
Fluke 179	20700306	R	R	R	R	R
Fluke 179	95 740 837	R	R	R	R	R
Fluke 179	95 740 101	R	R	R	R	R
Fluke 179	95 740 100	R	R	R	R	R
Fluke 115	12850621	R	R	R	R	R
Fluke 79	76120537	R	R	R	R	R
Fluke 179	17710037	R	R	R	R	R
Fluke 179	18490664	R	R	R	R	R
Fluke 179	18490667	R	R	R	R	R
Fluke 179	31060025	R	R	R	R	R
Fluke 179	21210533	R	R	R	R	R
Fluke 179	20700277	R	R	R	R	R
Fluke 179	61581280	R	R	R	R	R
Fluke 179	31060040	R	R	R	R	R

Fluke 179	64754957	R	R	R	R	R
Fluke 179	21210533	R	R	R	R	R
Fluke 80K	000777(b)	R	R	R	R	R
ORYX PSU	10	R	R	R	R	R
Zeekoe PSU	6829	R	R	R	R	R
Agilent Directional Coupler	20054	R	R	R	R	R

	•	•	•	•	
Total Over Each Year (VAT Inclusive):	R	R	R	R	R

Overall Total Over five (5) Years (VAT Inclusive):	I R
Overall Total Over live (3) Teals (VAT Illelusive).	IX

4. LA MERCY INTERNATIONAL AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
Fluke 179	31060024	R	R	R	R	R
Lindos Audio Measuring Set - LA 102	5140	R	R	R	R	R
Lindos Oscillator LA 101	5140	R	R	R	R	R
Rohde&Schwarz Spectrum Analyzer FSH3	103910	R	R	R	R	R
Bird Attenuator 150-A-MFN-30	217713	R	R	R	R	R
Bird 25w 20 Db Attenuator 25-A-MFN-10	112	R	R	R	R	R
Bird 10 Db Attenuator 25-A-MFN-10	115	R	R	R	R	R
Bird Antenna Tester AT-500	9414	R	R	R	R	R
Gwinstek Audio Generator GAG-810	EG862352	R	R	R	R	R
Seaward Level Measuring Set OSCAR 250C	30E-0703	R	R	R	R	R
Fluke 123 Industrial Scopemeter 20mhz 123	DM8430230	R	R	R	R	R
Fluke 123 Industrial Scopemeter 20mhz 123	DM7580322	R	R	R	R	R
Rohde&Schwarz Directional Power Sensor NRT-Z14	101917	R	R	R	R	R
Rohde& Schwarz Power Reflection Meter NRT-Z14	106614	R	R	R	R	R
Seaward Level Measuring Set OSCAR 250C	30E-0706	R	R	R	R	R
Aeorflex Communications Service Monitor 2945B	294511/640	R	R	R	R	R
Thulby Sweep/Function Generator TG230	88684	R	R	R	R	R
Agilent Signal Generator E4422B	GB40050317	R	R	R	R	R

Wavetek Csignal Generator 2407	9482178	R	R	R	R	R
Agilent Series Power Meter E4418B	MY40200194	R	R	R	R	R
Agilent Power Sensor E9301A	MY56400015	R	R	R	R	R
Normac Nav Analyzer NM7710	721	R	R	R	R	R
Rodhe&Schwarz Comms Service Monitor CMS 54	846393/016	R	R	R	R	R
R0dhe&Schwarz Vor/IIs Analyzer EVS200	958977/075	R	R	R	R	R
Uni-T 100mhz 500ms/Digital Storage Oscilloscope UTD 2102C	5090015869	R	R	R	R	R
Agilent Dual Directional Coupler 778D	19117	R	R	R	R	R
Hp Dual Directional Coupler 778D	1144A08776	R	R	R	R	R
Alenia Marconi 2137-0103	53314	R	R	R	R	R
Boonton Micro-Wattmeter 42C	350904	R	R	R	R	R
Boonton Power Sensor 41-5E	12598	R	R	R	R	R
Thales Portable Ils/Vor Receiver 7010	1156	R	R	R	R	R
Spinner Attenuator 200W 30dB 50 Ohm	1188093	R	R	R	R	R
Manson Switching Mode Power Supply HCS-3302	G391205502	R	R	R	R	R
Bird Thruline Wattmeter 43	148107	R	R	R	R	R
Fluke Fiber Tester (Fiber Meter) FTK200	9060064	R	R	R	R	R
Fluke Fiber Tester (Fiber Source) FTK200	9077038	R	R	R	R	R
Fluke True Rms Multimeter - 8060A	75530003	R	R	R	R	R
Fluke True Rms Multimeter - 8060A	75850007	R	R	R	R	R
Fluke 179	31060047	R	R	R	R	R
Fluke 179	31020203	R	R	R	R	R
Fluke 179	31060022	R	R	R	R	R
Fluke 179	31060021	R	R	R	R	R
Fluke 179	31020199	R	R	R	R	R

N/A

N/A

N/A

Fluke 179	31060046	R	R	R	R	R
Fluke 179	31060072	R	R	R	R	R
Fluke 179	31060023	R	R	R	R	R
Fluke 179	31020260	R	R	R	R	R
Fluke 179	31060037	R	R	R	R	R
Fluke 179	31020270	R	R	R	R	R
Fluke 179	31020271	R	R	R	R	R
Fluke 179	31020269	R	R	R	R	R
Fluke True Rms Multimeter - 8060A	75530003	R	R	R	R	R
Fluke True Rms Multimeter - 8060A	75850007	R	R	R	R	R
Iso-Tech ICM30R Clamp Meter	24000440	R	R	R	R	R
Pascall Manual attenuator	989352	R	R	R	R	R
Fluke scopemeter 199C/S	DM8780045	R	R	R	R	R
Bird wattmeter 4314B	113500519	R	R	R	R	R
EZ Digital universal counter FC-7150U	01010094	R	R	R	R	R
Bird Power Analyst 4391A	11560	R	R	R	R	R
Bird Thruline Wattmeter 43	W0142	R	R	R	R	R
Chauvin Analogue Meter CA5003	206097YKH	R	R	R	R	R
ESD Audio Measuring Set NMN	25015	R	R	R	R	R
Bird Thruline Peak Power 4304A (50 Ohms)	073600225	R	R	R	R	R
Fluke Etherscope Series II ES2	9244208	R	R	R	R	R
Bird Thruline element (5W, 100-250Mhz)	N/A	R	R	R	R	R

R

R

R

R

R

R

R

R

Bird Thruline element (50W, 100-250Mhz)

Bird Thruline element (1W, 100-250Mhz)

Bird Thruline element (100mW, 100-250Mhz)

R

R

R

R

R

R

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9008

Bird Thruline element (100mW, 108-136Mhz)	N/A	R	R	R	R	R
Bird Thruline element (1W, 95-125Mhz)	N/A	R	R	R	R	R
Bird Thruline element (10W, 100-250Mhz)	N/A	R	R	R	R	R
Bird Thruline element (500W, 100-250Mhz)	N/A	R	R	R	R	R
Bird Thruline element (25W, 400-1000Mhz)	N/A	R	R	R	R	R
Bird Thruline element (250W, 0.95-1.26GHz)	N/A	R	R	R	R	R
Bird Thruline element (1000W Peak 950-1260 Mhz)	N/A	R	R	R	R	R
Bird Thruline element (500W 25-1000Mhz)	N/A	R	R	R	R	R

Total Over Each Year (VAT Inclusive):	R	R	R	R	R	
Overall Total Over five (5) Years (VAT Inclusive):			R			

R

R

R

R

R

Racal Uhf Frequency Counter - 9916

5. PORT ELIZABETH INTERNATIONAL AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
MULTIMETER FLUKE 177	18260602	R	R	R	R	R
MULTIMETER FLUKE 177	0602	R	R	R	R	R
POWER REFLECTION METER - ROHDE&SCHWARTZ	NRT (106612)	R	R	R	R	R
DIRECTIONAL POWER SENSOR - ROHDE&SCHWARTZ	NRT-Z14 (101918)	R	R	R	R	R
POWER REFLECTION METER - ROHDE&SCHWARTZ	NRT (105482)	R	R	R	R	R
DIRECTIONAL POWER SENSOR - ROHDE&SCHWARTZ	NRT-Z44 (105731)	R	R	R	R	R
COMM's SERVICE MONITOR AEROFLEX 2945B	294511/637	R	R	R	R	R
FLUKE 190-102 SCOPE METER	24041603	R	R	R	R	R
FREQUENCY COUNTER - TOPWARD 1220	70098	R	R	R	R	R
AUDIO OSCILLATOR - LINDOS LA101	LA101 MK3 5331	R	R	R	R	R
AUDIO MEASURING SET - LINDOS LA102	LA102 MK3 5331	R	R	R	R	R
OSCILLOSCOPES - IWATSU SS-5321	91674641	R	R	R	R	R
OSCILLOSCOPES - TEKTRONIX 2225	E228961	R	R	R	R	R
SIGNAL GENERATOR - AGILENT	GB40050318	R	R	R	R	R
COUPLER DUAL DIRECTIONAL - HP 778D	1144A098774	R	R	R	R	R
COUPLER DUAL DIRECTIONAL - AGILENT 778D	19121	R	R	R	R	R
METERS WATT BIRD THRULINE 4314B	113500522	R	R	R	R	R
100W WATTMETER INSERT BIRD THRULINE	1154922	R	R	R	R	R
1000W WATTMETER INSERT BIRD THRULINE	1154935	R	R	R	R	R
MULTIMETER FLUKE 179	20700229	R	R	R	R	R
MULTIMETER FLUKE 179	20700231	R	R	R	R	R
MULTIMETER FLUKE 179	20700233	R	R	R	R	R

MULTIMETER FLUKE 179	20700234	R	R	R	R	R
MULTIMETER FLUKE 179	20700276	R	R	R	R	R
MULTIMETER FLUKE 179	31060038	R	R	R	R	R
COMM's SERVICE MONITOR ROHDE&SCHWARTZ CMS 54	846621/008	R	R	R	R	R
NAV ANALYSER NORMARC NM7710	327	R	R	R	R	R
NAV ANALYSER NORMARC NM7710	469	R	R	R	R	R
POWER SUPPLY TTI EXA4210R	291083	R	R	R	R	R
DC DIGITAL POWER SUPPLY (GW INSTEK) SPS-3610	GEN852267	R	R	R	R	R
BIRD ANTENNA TESTER AT-500	9443	R	R	R	R	R
SEAWARD OSCAR 250c Measuring/Oscillator	20E-0583	R	R	R	R	R
SEAWARD OSCAR 250c Measuring/Oscillator	26E-0312	R	R	R	R	R

Overall Total Over five (5) Years (VAT Inclusive):	R
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6. GEORGE INTERNATIONAL AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
veroflex IFR 2945B Communications Monitor	294507/235	R	R	R	R	R
Schwarzbeck test receiver	1509213	R	R	R	R	R
ektronix THS 720 Oscilloscope	B030385	R	R	R	R	R
IP 5382A 225Mhz Frequency counter	2004A06133	R	R	R	R	R
eader LCR-145 LCR Meter	2100007	R	R	R	R	R
luke 336 AC/DC Clamp meter	594080071	R	R	R	R	R
Earth Resistance Tester T2018 Geotest	5102746	R	R	R	R	R
IORMARC 7710 NAV Analyzer	424	R	R	R	R	R
IORMARC 7710 NAV Analyzer	531	R	R	R	R	R
Bird AT-500 Antenna Tester	9446	R	R	R	R	R
ektronix Power meter PSM5320	11B837	R	R	R	R	R
ektronix Oscilloscope DPO3032	C022582	R	R	R	R	R
indos LA101	5349	R	R	R	R	R
indos LA102	5349	R	R	R	R	R
indos LA101	5377	R	R	R	R	R
indos LA102	5377	R	R	R	R	R
luke 179 DMM	20700179	R	R	R	R	R
Ramsey RSG 1000 Signal Generator	1125	R	R	R	R	R
Vavetek 2100 Communications test set	7108013	R	R	R	R	R
luke 179 DMM	20700181	R	R	R	R	R
luke 179 DMM	20700266	R	R	R	R	R
luke 179 DMM	20700243	R	R	R	R	R

				R		
Fluke 179 DMM	20700296	R	R	R	R	R
	•			1	,	
Total Over Each Year (VAT Inclusive):		R	R	R	R	R
Overall Total Over five (5) Years (VAT Inclu	usive):			R		

7. EAST LONDON INTERNATIONAL AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
*Fluke True RMS multimeter (James)	31330223	R	R	R	R	R
*Keysight universal frequency counter	MY50011991	R	R	R	R	R
Fluke Scope meter	36305801	R	R	R	R	R
2GHz Synthesized RF Generator	241977	R	R	R	R	R
*Bird Thru-line Wattmeter Element 100-250MHz	30828005	R	R	R	R	R
*Bird Thru-line Wattmeter Element 100-250MHz	30828002	R	R	R	R	R
Bird Thru-line Wattmeter	113500523	R	R	R	R	R
Bird Thru-line Wattmeter	11299	R	R	R	R	R
Gwinstek DC Power Supply	GEN852178	R	R	R	R	R
Geo Test	103614	R	R	R	R	R
Aeroflex Comms Service Monitor	103568	R	R	R	R	R
Normarc NAV Analyzer (one Charger for both)	324	R	R	R	R	R
Normarc NAV Analyzer	532	R	R	R	R	R
*Fluke True RMS multimeter (Nosindiso)	20700178	R	R	R	R	R
*Fluke True RMS multimeter (Nokuthokoza)	30120201	R	R	R	R	R
*Fluke True RMS multimeter (Lehlohonolo)	31050346	R	R	R	R	R
*Fluke True RMS multimeter (Mpho)	31020263	R	R	R	R	R
*Fluke True RMS multimeter (Bulumko)	20700180	R	R	R	R	R
Lindos Audio Measuring set (two units)	5345	R	R	R	R	R
Lindos Audio Measuring set (two units)	5345	R	R	R	R	R
Lindos Audio Measuring set (two units)	5376	R	R	R	R	R
Lindos Audio Measuring set (two units)	5376	R	R	R	R	R

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Total Over Each Year (VAT Inclusive):	R	R	R	R	R	
Overall Total Over five (5) Years (VAT Inclusive):			R			

8. BLOEMFONTEIN INTERNATIONAL AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
Fluke Scope Meter	DM8690021	R	R	R	R	R
Normac ILS Test Receiver	425	R	R	R	R	R
Bird Wattmeter Model 43	1028100361	R	R	R	R	R
HP Modulator 8403A	2547A05660	R	R	R	R	R
Directional coupler 778D	19116	R	R	R	R	R
Black Star Nova 2400	42673	R	R	R	R	R
Tektronix Oscilloscope 2445A	B014094	R	R	R	R	R
Aeroflex Comms Monitor	294511/076	R	R	R	R	R
Aeroflex Comms Monitor	294511/075	R	R	R	R	R
Lindos LA102 measuratio	5328	R	R	R	R	R
THALES VOR / ILS RECEIVER	1174	R	R	R	R	R
Fluke 179	20700149	R	R	R	R	R
Fluke 179	20700175	R	R	R	R	R
Fluke179	31060050	R	R	R	R	R
Fluke 179	20700174	R	R	R	R	R
Fluke 179	5903988	R	R	R	R	R
Fluke 179	BI 001	R	R	R	R	R
Fluke 179	BL002	R	R	R	R	R
Fluke 179	BI 003	R	R	R	R	R
Fluke 179	BI 004	R	R	R	R	R
Fluke 179	BI 005	R	R	R	R	R
Fluke 179	20700177	R	R	R	R	R

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Total Over Each Year (VAT Inclusive):	R	R	R	R	R	
			<u> </u>			
Overall Total Over five (5) Years (VAT Inclusive):			R			

9. UPINGTON AIRPORT

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
Antenna tester	9447	R	R	R	R	R
Multimeter - Digital_Fluke 179	200700310	R	R	R	R	R
Line Measure set	25009	R	R	R	R	R
Scope meter	DM 8690020	R	R	R	R	R
Frequency Counter	369937	R	R	R	R	R
Wattmeter	113600007	R	R	R	R	R
NAV Analyzer	328	R	R	R	R	R
Audio Measure set	5347-2	R	R	R	R	R
Audio Oscillator	5347-1	R	R	R	R	R
Comms Test set	294511/072	R	R	R	R	R
Attenuator 30 dB	1157797	R	R	R	R	R
Spectrum Analyzer	US 45310464	R	R	R	R	R
Multimeter - Digital_Fluke 179	20700241	R	R	R	R	R
Multimeter - Digital_Fluke 179	20700175	R	R	R	R	R
MULTIMETER FLUKE 77(III)	50181336	R	R	R	R	R
Signal Generator	119181/036	R	R	R	R	R

Total Over Each Year (VAT Inclusive):	R	R	R	R	R	
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Overall Total Over five (5) Years (VAT Inclusive): :	R
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10. AVIATION TRAINING ACADEMY

Description	Serial No	Year 1	Year 2	Year 3	Year 4	Year 5
ILS Test Receiver Normac 7710	426	R	R	R	R	R
Fluke 77	45450548	R	R	R	R	R
Tektronix Frequency Counter CMC 251	CMC-251TW51089	R	R	R	R	R
Blackstar Function Generator Jupiter 2000	Jupiter 2000	R	R	R	R	R
Boonton Microwattmeter & Power Sensor 43B & 41-4B	2141	R	R	R	R	R
Racal Instruments Modulation Meter 9009	2804	R	R	R	R	R
Tektronix Oscilloscope 2465A	B017362	R	R	R	R	R
Ramsey Service Monitor COM3010	1401022	R	R	R	R	R
HP Signal Generator 8657B	3133U02370	R	R	R	R	R
Unaohm Sinad Meter R310A	50939	R	R	R	R	R
Anritsu Spectrum Meter MS2721A	705085	R	R	R	R	R
Bird Watt Meter 43	138107	R	R	R	R	R
Anritsu Power Meter ML2437A	6K00006007	R	R	R	R	R
Anritsu Power Sensor MA2472D	34183	R	R	R	R	R

Total Over Each Year (VAT Inclusive)	R	R	R	R	R	
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Overall Total Over five (5) Years (VAT Inclusive):	R
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PRICE SCHEDULE TOTAL

ITEM NO	DESCRIPTION	5 YEAR TOTAL
1	OR TAMBO INTERNATIONAL AIRPORT COSTING OVER 5 YEARS	R
2	MAFIKENG AIRPORT (Under OR TAMBO) COSTING OVER 5 YEARS	R
3	CAPE TOWN INTERNATIONAL AIRPORT COSTING OVER 5 YEARS	R
4	LA MERCY INTERNATIONAL AIRPORT COSTING OVER 5 YEARS	R
5	PORT ELIZABETH INTERNATIONAL AIRPORT COSTING OVER 5 YEARS	R
6	GEORGE INTERNATIONAL AIRPORT COSTING OVER 5 YEARS	R
7	EAST LONDON INTERNATIONAL AIRPORT COSTING OVER 5 YEARS	R
8	BLOEMFONTEIN INTERNATIONAL AIRPORT COSTING OVER 5 YEARS	R
9	UPINGTON AIRPORT COSTING OVER 5 YEARS	R
10	AVIATION TRAINING ACADEMY COSTING OVER 5 YEARS	R
RFP TOT	AL COST_ALL STATIONS (VAT INCLUSIVE)	R

	Required by:	
	At:	
•	Brand and model	
	Country of origin	
	Does the offer comply with the specification(s)?	*YES/NO
	If not to specification, indicate deviation(s)	
	Period required for delivery	
	Delivery basis	*Delivery: Firm/not firm
Note:	All delivery costs must be included in the bid pri	ce, for delivery at the prescribed destination.
	pplicable taxes" includes value- added tax, pay a ce fund contributions and skills development lev	
Delete	if not applicable	
	The pricing schedule must be fully compoly with this instruction will result in the l	
NAM	E OF THE COMPANY	
DESI	GNATION	

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37. Protection of Personal Information

- 37.3. The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 ("POPIA") and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
- 37.4. 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.
- 37.5. 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:
- 37.5.2. 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;
- 37.5.3. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
- 37.5.3.1. the unauthorised or unlawful processing of such Personal Information; and
- 37.5.3.2. the accidental loss or destruction of, or damage to, such Personal Information; and
- 37.5.3.3. 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.
- 37.6. 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.

- 37.7. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 37.8. 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.
- 37.9. 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.

38. POPIA CONSENT

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

39. 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 interest3 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

³ 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.

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Full Name Identity Number Name of State institution Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO If so, furnish particulars: 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 If so, furnish particulars:

3. DECLARATION

2.2.

2.2.1.

2.3.

2.3.1

- 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 consortium4 will not be construed as collusive bidding.
- 3.4. In addition, there have been no consultations, communications, agreements or

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⁴ 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.

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

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

40. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- 1.3 The applicable preference point system for this tender is 90/10 Points (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90.00
SPECIFIC GOALS	10.00
Total points for Price and SPECIFIC GOALS	100.00

- 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:

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 or $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

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 (90/10 system)	Number of points claimed (90/10 system)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	20,00	
Total	20,00	Total

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
 - Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct:
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram* partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

41. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General
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- 6. Patent rights
- 7. Performance security
- 8. Inspections, tests and analysis
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- 16. Payment
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- 18. Contract amendments
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- 23. Termination for default
- 24. Dumping and countervailing duties
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- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. National Industrial Participation Programme (NIPP)
- 34. Prohibition of restrictive practices

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 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 the 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 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.

1. 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

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

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 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:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- **8.** Inspections, tests and analyses
- 8.1. All pre-bidding testing will be for the 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

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necessary at the expense of the supplier.

opportunity to substitute the rejected supplies, purchase such supplies as may be

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:
 - a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d. performance or supervision or maintenance and/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
 - e. 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:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the 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 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:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or 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:
 - i) the name and address of the supplier and / or person restricted by the purchaser;
 - ii) the date of commencement of the restriction
 - iii) the period of restriction; and
 - iv) the reasons for the restriction.

These details will be loaded 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

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.

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- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limited liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Language

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

SIGNA	ATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

Ref. No:
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Questions