

AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD

REPUBLIC OF SOUTH AFRICA



REQUEST FOR PROPOSALS: ATNS/FAUP/RFP03/2023/24/BUILDING_MAINTENANCE

**APPOINTMENT OF A PANEL OF TWO SERVICE PROVIDERS TO PERFORM
MAINTENANCE AND REPAIRS OF BUILDING AT ATNS UPINGTON INTERNATIONAL
AIRPORT AND REMOTE SITES AS AND WHEN REQUIRED FOR PERIOD OF FIVE (5)
YEARS**

MAY 2023

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

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MAINTENANCE AND REPAIRS OF BUILDING AT ATNS UPINGTON INTERNATIONAL
AIRPORT AND REMOTE SITES AS AND WHEN REQUIRED FOR PERIOD OF FIVE (5)
YEARS**

RFP REFERENCE NUMBER:	ATNS/FAUP/RFP03/2023/24/BUILDING_MAINTENANCE
CLOSING DATE:	06 June 2023
CLOSING TIME:	12h00, CAT (no late, electronic and or facsimile responses will be accepted)
COMPULSORY BRIEFING MEETING	<p>DATE: 23 May 2023</p> <p>ATNS Control Upington International Airport Diedericks Street 8801, Upington</p> <p>TIME: 10h00-11h30.</p>
BID VALIDITY PERIOD:	120 days (Commencing from the closing date)
RETURNABLE DOCUMENTS	<ul style="list-style-type: none"> • Valid Tax Compliance report and and sars pin • Valid B-BBEE certificate (sanas approved) or sworn affidavit • Latest CSD report • Fully complete and signed sbd forms.
REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS	<ul style="list-style-type: none"> • Valid Tax Pin Status • Valid B-BBEE certificate or sworn affidavit – Certified. • CIPC- company registration documents. • Pricing schedule (on a separate envelope)
DESCRIPTION:	Appointment of a panel of two service providers to perform maintenance and repairs of building at ATNS Upington International Airport and remote sites as and when required for period of five (5) years
DEPOSITED IN THE BID BOX SITUATED AT:	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298 OR</p> <p>Should a bidder require to submit their documents online, they must send an email to tenders@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the</p>

	tender number and description. Deadline for requesting the link is two days (05 June 2023) before closing date, email sent after this deadline will not be attended to
PROCUREMENT SPECIALIST:	Busisiwe Molapisi
TELEPHONE:	(NB due to COVID 19 Pandemic, only contact via e-mail.
E-MAIL:	BusisiweMo@atns.co.za

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

BIDDING STRUCTURE

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

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

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	

VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

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

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

SIGNATURE OF BIDDER:

..... DATE:

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

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 Bid (RFB).

This RFB is for the confidential use of only those persons/companies who are participants of this RFB. Each recipient acknowledges that the contents of this RFB 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.

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1 GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

1.1 *Background and Introduction*

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

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

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

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

Vision

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

Mission

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

- Our business is driven through our embedded Values, being:
- Accountability
- Safety and customer service
- Continuous improvement and innovation
- Employee engagement and development
- Fairness and consistency
- Open and effective communication

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

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

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

Regulated Business

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

Air navigation services and infrastructure

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

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

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

Air traffic service charges

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

Training institution

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

Non-Regulated Business

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

external suppliers so that the Company can harness more valuable market opportunities and extend its regional influence and reach.

Additional information is available on ATNS website – www.atns.co.za

1.2 Purpose of the Bid

ATNS invites Bidders to perform maintenance and repairs of building at Upington International Airport and remote sites for period of five (05) years.

2 ROLES AND OBJECTIVES

- ATNS requires a service provider that will provide maintenance services, repairs, replacement and support at ATNS Bram Fischer International Airport, Kimberley Airport and remote sites for a period of **FIVE** (5) years.
- This bid is aimed at assisting ATNS to accomplish its risk management objectives by ensuring the effectiveness of its infrastructure maintenance within ATNS Bram Fischer International Airport, Kimberley Airport and remote sites.
- Objective of this bid is to appoint suitable infrastructure maintenance service provider that can provide assurance to ATNS management in discharging its responsibilities regarding building and plumbing maintenance in accordance with all legal and statutory requirements.

2.1 DURATION OF THE CONTRACT

- Service providers are herewith invited to perform maintenance and repairs of building at ATNS Upington International and remote sites for period of five (05) years.

2.2 GENERAL REQUIREMENTS

- Contractor shall provide all scaffolding, rope access, cantilever, safety gear and lifting equipment on site at Sutherland.
- Provide all materials, labour and transport to complete maintenance, the removal of existing items at site unless advised otherwise.
- In the case of new installations, the contractor must remove existing items/units and install new units and leave area of work neat and tidy on completion. Dispose the replaced item and provide disposal certificates.
- The Pricing schedules must include all preparations, materials, labor and transport costs.
- Provide staff that is sufficiently skilled and qualified for successful completion of the work.
- Contractor shall remain responsible to ensure that the staff compliment is enough to maintain the service levels and system performance.
- Provide quoted price inclusive of VAT and be valid for 90 days from closing date of the quotation.
- All plumbing work to be undertaken by licenced plumber which includes but not limited to geysers, heat pumps and tanks.

- The supplier must create and submit an OHS Safety file.
- The service provider shall always remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- Provide quoted prices which includes all items (preparation, material, labour and transport costs).

2.5 QUALITY STANDARDS

Quality Standards

- The delivery of services to ATNS Shall be carried out with best quality and to a high class of workmanship.
- Product delivered/used at ATNS should be certified with SABS or equivalent, in the event where ATNS elects to accept an alternative item purported to be equal/similar by the contractor, acceptance of the item(s) will be conditional on ATNS's inspection and testing after receipt.
- If, in the sole judgment of ATNS, the commodities are determined not to be within SABS/SANS national specifications, the supplier will be requested to replace the items with the items that complies with SABS/SANS national specifications immediately at no additional cost to ATNS.
- ATNS may from time to time test the quality of the products and services, non-compliance may result in the termination of the contract.
- All product items should carry (minimum of 1 year) guarantees or warranties and defects items will be replaced at the cost of the service provider. It will be the responsibility of the service provider to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- ATNS reserves the right to inspect all equipment at any time and to prevent their use. The contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

2.6 CONTRACT RESPONSIBILITIES

a. The Contractor shall

- Provide all the necessary skills, resources, tools, equipment, and experts, to carry out the works.
- Review, familiarize and understand the proposed sites including all constraints and environmental factors.
- Review, familiarize and understand the operational requirements of the facilities at all ATNS FABL region sites.

- The contractor shall ensure that all maintenance staff are issued with relevant PPE for the works to be carried out.
- Contractor will be required to keep the area of work tidy and neat after each completion of the works.
- Ensure that their staff members are familiar with existing emergency procedures and must co-operate in any drill or exercises which might be held.
- Emergency and firefighting equipment shall always not be obstructed.
- Ensure that at no time must the contractor or their representative interfere with or put at risk the functionality of any fire prevention system.
- Any other reasonable works required to successfully deliver the services to ATNS on time, on budget, at the accepted quality.
- Hand over all documentation to ATNS including condition reports after services, repairs, and installations.
- Provide Annual compliance audits.
- Attendance and reporting to ATNS FABL Management on an annual basis any significant findings identified.
- In carrying out the work, the successful service provider must ensure that staff will obtain and maintain ACSA permanent permits for access to airside sites. (AIT/AVOP, Training and permits cost. The below are the current costs but supplier to confirm this with ACSA. Permits to other sites not belonging to ATNS is to be confirmed with the landlord for those sites.
- Permit applicants should be in possession of a valid police clearance certificate indicating that they have no criminal record or pending criminal charges against them.

The below table is subjected to one attending a compulsory induction course.
Prices listed on below table.

Upington International Airport

No.	Type of permit	Charge	VAT	Total
1	Photo permit	R 213.74	R 32.06	R 245.80
2	AVOP	R 43.48	R 6.52	R 50.00
3	Vehicle permit (Temporary)	R162.35	R28.65	R191
4	Cell phone permit	R 43.48	R 6.52	R 50.00
5	AVOP Induction course	R 355.74	R 53.36	R 409.10
6	Airside Induction course	R R355.74	R 53.36	R 409.10

Induction course is done once online, acquired certificates will be attached on application to either one of the above-mentioned Airports.

3 SCOPE OF WORK IN DETAIL

- Maintenance of the existing building and sewage lines on and ad-hoc basis.
- If uneconomical to maintain or repair, supply new related item as replacement in return for failed item(s).
- Supply and deliver building related material on a quotation basis.
- Recommend on required repairs after maintenance/inspection.
- Inspection of ATNS building on request.
- Response to call-outs for emergency repairs.
- All replaced items shall carry a 6 month warranty and guarantee.
- Annual report to ATNS Bram Fischer International Airport management on any significant findings identified during maintenance activities.
- Supply any parts or components that may be required for maintenance purpose during the period of this agreement.

3.1 Plumbing Maintenance

- Clear blocked waste pipes (mechanical drain cleaning to be used to clear blockages)
- Clear blocked gully.
- Clear blocked storm water sumps including sand and rubble
- Clean out gutters and remove debris from site.
- Service / repair / replace of cistern flush master
- Service /repair / replace urinal flush master
- Service of shower systems
- Service of Geyser
- Repair / replace burst pipes
- Repair / replace blocked drains
- Perform leak detections
- Check Cylinders volumes to be correct.
- Check Distribution piping for functionality and installation requirements.
- Check Discharge Nozzles for functionality and installation requirements

3.2 Building Maintenance

This service extends to remote sites

- Painting.
- Water proofing (roof repairs, gutter repairs/replacement).
- Maintenance on Asbestos roofing.
- Plastering.
- Door repair/replacement.
- Window repair/replacement.
- Fencing.
- Welding (repairs and replacement to existing metal or aluminium frames).
- In case of a unit failure that is beyond repairs or uneconomical to repair, the service provider must supply and replace the faulty unit.
- should there be a need for building improvements, the service provide should submit a written quotation for services required.

- Replacement units shall comply with OHAS act of 1993 as amended together with local authorities' by-laws.

3.3 Planning

- Plumbing and building maintenance shall be scheduled within normal operations hours.
- Normal operation hours are 07:00 to 17:00 weekdays.

Non-scheduled maintenance and breakdown maintenance will be handled separately

3.4 Methods and procedures

ATNS may require the following from time to time:

- Assistance with regards to emergency plumbing repairs.
- Recommending improvements on maintenance and operational procedures relating to plumbing.
- Reports on breakdowns, malfunction of equipment.

3.5 Environment

The contractor will keep noise and dust levels to a minimum. There will be zero tolerance for interference or endangering personnel.

- Allow any pollutants or toxic substance to be released into air or storm water systems.
- Non-interference with functionality of any system or service.
- Avoid action that may result in fire hazard.

3.6 ACSA access permits

- The contractor shall not be compensated for costs related to ACSA permits related cost nor labour spent acquiring them.
- The contractor shall ensure familiarity with ACSA safety and security requirements relating to permits acquisition

3.7 Health and Safety requirements

- The contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all people, equipment and installation relating to contract.
- All persons on company premises shall adhere to all health and safety regulations and practices.
- The contractor's workmen's compensation fees must be up to date.

- All enclosed areas located at the airport's terminal shall require a "HOT WORK PERMIT" for any grinding and brazing.
- HOT WORK PERMIT authorises any work that create sparks or flames in execution – it is obtainable from ACSA safety department.
- Provide a safety file on request to ATNS as part of the contract.

3.8 Protection of staff members.

- Contractor shall take all precautionary measure to avoid any harm or endangering ATNS employees in any way possible.

3.9 Barricades and lighting

- Where hoarding, barricades or lighting required in the execution of the works, the contractor shall provide this item at their own expense.
- Hoarding, barricades and lighting shall comply with industry accepted regulations and standards and used for the purpose of safeguarding the work area.
- Ensure that sufficient safety prevention measures are in adhered to in terms of the works are covered e.g safety signs and danger tapes around area of works.

3.10 Service Levels

Response Times

- The contractor shall respond to calls within 12hrs from time of report notification.
- If the fault could not be attended to time allocated above, it will be the sole responsibility of the service provider to communicate with ATNS service manager.
- ATNS will hold the contractor liable for any costs incurred by any party as a result of negligence or poor performance by the contractor or their representative including excessive time taken to effect repairs.

3.11 Maintenance record sheets

- All record sheets, job cards and reports will remain property of ATNS and should be available on request.

3.12 Sites Locations

Note that the below table distance is calculated (one-way) from Upington International Airport as reference point.

No.	Name	Town	Province	Distance in KM
1	TRANSMITTER SITE	Within airport vicinity	Northern Cape	0
2	VDF			
3	Sishen VOR	SISHEN	Northern Cape	226
4	VHF KATHU	Kathu	Northern Cape	218
5	VHF PRIESKA	PRIESKA		247
6	VOR AGV	Aggeneys		326
7	VHF Aggeneys	Aggeneys	Northern Cape	290
8	VHF POFFADER	Poffader	Northern Cape	217

3.13 DELIVERIES OF GOODS

- Deliveries must take place within 7 working days of placing an official purchase order.
- The service provider shall always remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- Delivery address is **ATNS, Upington International Airport, Diedrick street Upington.**
- Delivery of products must include the off-loading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.
- Service provider must supply and ensure their own labour for the offloading of the products at the designated ATNS site.
- An official purchase order must be issued before any delivery may be made to ATNS.
- Delivery of services should be made between the times on table below unless special plans have been made for hours away from below table

4 4. GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

4.1 Correspondence during Bid Period

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

- 4.1.1** All correspondence to ATNS shall be in writing and addressed to:
Procurement Specialist: Busisiwe Molapisi - BusisiweMo@atns.co.za

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

- 4.1.2** All correspondence shall be made as follows:

Ref No: **ATNS/FAUP/RFP03/2023/24/BUILDING_MAINTENANCE**

Date : Day Month Year
To : ATNS SOC Limited
From : Name of Bidder

Subject: Appointment of a panel of two service providers to perform maintenance and repairs of building at ATNS Upington International Airport and remote sites as and when required for period of five (5) years.

All correspondence may be sent by email to BusisiweMo@atns.co.za or tenders@atns.co.za.

4.2 Failure to Adhere to Instructions

FAILURE TO ADHERE TO THE FOLLOWING BID SUBMISSION INSTRUCTIONS SHALL RESULT IN THE BID BEING RENDERED NONRESPONSIVE AND ELIMINATED FROM FURTHER EVALUTION.

4.2.1 Preparation of Bid

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

- **Parcel A - Commercial Proposal; Financials and Pricing Structure (Response to Volume 1A, 1B and 1C);**

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

Reference	Requirement	Comply	Do not comply
Volume 1 A	<ul style="list-style-type: none"> • South African companies should submit original or certified copies 		

	of valid B-BBEE Status Level Verification Certificates from SANAS/EME Sworn Affidavit <ul style="list-style-type: none"> Partnership/JV agreement (Where applicable) Work share split between the parties. (Where applicable) 		
Volume 1 A	Bidders shall submit a complete and comprehensive response on all aspects of the tender issued in order to provide ATNS with a solution required.		
Volume 1 A	South African companies shall submit their central supplier database summary reports, Tax Compliance Report and PIN, ID copies, Banking Details and company registration docs		
Volume 1 C	Pricing Schedule (on a separate envelope)		
Parcel B	Response to the Technical Requirements		

Parcel B Functional Proposal: Response to the Scope – labelled and tabbed as per Volume 1A, 1B and 1C.

5 BID SUBMISSION CONDITIONS AND INSTRUCTIONS

CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

5.1 FRAUD AND CORRUPTION

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

5.2 BRIEFING SESSION

DATE: 23 May 2023

ATNS Control Upington International Airport

Diedericks Street
8801,
Upington

Time: 10h00-11h30.

Bidders who are interested to attend must send an email to tenders@atns.co.za and BusisiweMo@atns.co.za.

5.3 CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to busisiwemo@atns.co.za or tenders@atns.co.za not later than 12:00 CAT on the 19 of May 2023. A reply will be published on the ATNS website www.atns.co.za under the Tenders section. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

5.4 SUBMITTING BIDS

5.4.1 Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to tenders@atns.co.za/BusisiweMo@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. In case submitting hard copies, Bids shall be submitted in two separate Parcels. Parcel A shall be Response to Volume 1A, 1B and 1C. Each parcel shall contain; 1 (one) original and Two (2) copies i.e. 3 (Three) Documents and soft copy (PDF format) on a movable storage medium (USB, each sealed and addressed in accordance with the following requirements:

- The name and address of the Bidder;
- The Bid Number;
- The closing date of the Bid indicated on the envelope;
- A Cover Letter, signed by the authorised representative of each member of the Bidding Entity, Consortium or Joint Venture, which shall contain:
 - List of Bid Proposal Documents and an Index of the contents therein;
 - Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
- The parcels shall not contain documents relating to any Bid other than that shown on the envelope.

5.4.2 Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the

designation “Original” or “Copy”, as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked and numbered as “Copy 1/3”.

5.4.3 All Bi Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified on this document.

5.4.4 No Bids forwarded by telegram, telex, facsimile, e-mail, or similar medium will be considered.

5.4.5 Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to tenders@atns.co.za to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description.

5.4.6 Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.

5.4.7 The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the Bidder and initialized on each and every page of the Bid Response.

5.4.8 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a “late proposal/response” and will not be entertained. Such proposal will be returned to the respective bidders.

5.5 SUBMISSION OF BID:

5.5.1 The Bid Documents shall be hand delivered to:

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

5.5.2 No later than **12:00 CAT on 06 June 2023**, Central African Time at which time the Bid Proposals will be collected.

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

5.6 LATE BIDS

5.6.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) box shall

be locked at exactly **12:00** CAT and bids arriving late will not be considered under any circumstances.

- 5.6.2** Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.

5.7 NEGOTIATION AND CONTRACTING

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

- 5.7.2** ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.

- 5.7.3** A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties. The designated responsible person of ATNS is the Chief Executive Officer (CEO) or his written authorised delegate.

- 5.7.4** Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

5.8 REASONS FOR REJECTION

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

- 5.8.2** ATNS may disregard the bid of any bidder if that bidder, or any of its directors:

- 5.8.2.1** Have abused the SCM system of ATNS.

- 5.8.2.2** Have committed proven fraud or any other improper conduct in relation to such system.

- 5.8.2.3** Have failed to perform on any previous contract and the proof exists.

- 5.8.3** Such actions shall be communicated to the National Treasury.

5.9 CANCELLATION OF PROCUREMENT PROCESS

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

6 CONTRACT TERMS

- 6.1** Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representation made. Bidder should accept that their Bid response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms

as described in this document although variation is not anticipated at this time. If any variation does take place Bidder will be advised as soon as possible.

- 6.2** The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in Volume 1B. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the Bidder to have adequate professional indemnity insurance. All Bidders must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.
- 6.3** All designs and documentation will be the property of ATNS.

7 DISCLAIMER

- 7.1** 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.
- 7.2** The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

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

8 EVALUATION PROCESS

8.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

- 8.1.1** All bids duly lodged as specified in this Request for Bid will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements / conditions, will be eliminated from further consideration.

8.2 FUNCTIONALITY AND PREFERENCE POINTS AND PRICE

- 8.2.1** All remaining bids as per 17.13 will be evaluated as follows:

8.2.2 The First stage, bids will be evaluated first for **Pre-qualification criteria (administrative pre-qualification documents)** prescribed in Preferential Procurement Regulations. Only bids that meet Preferential Procurement requirements will be considered for further evaluation.

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

8.2.4 The Third stage, Bids will be evaluated for **functional technical requirements**. During this stage, The technical evaluation scores are weighted at 100% as it was

indicated in the tender instructions. Bidders meeting minimum qualifying threshold of 70% for technical evaluation proceeded to the third stage of price and ATNS Specific goals.

- 8.3 The Fourth stage:evaluation for price and ATNS specified goals** bids will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20 or 90/10 point system. 80/90 points will be awarded for price and 20/10 points for ATNS specific goals claimed.

Tender will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20/90:20 point system. 80/90 points will be awarded for price and 20/10 points for ATNS specific goals claimed.

PRICE	80/90
ATNS SPECIFIC GOALS	20/10

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 or 90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 or 90/10 system)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10/5	<i>(To be completed by the tenderer in SBD 6.1 attached)</i>
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10/5	<i>To be completed by the tenderer in SBD 6.1 attached)</i>

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

8.4 **Bid Response Evaluation**

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

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

8.4.2.1 During this stage Bid response documents will be reviewed to assess adherence to submission instructions (**administrative pre-qualification documents**).

8.4.2.2 **Second Stage: Mandatory evaluations**

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. The Technical Mandatory Requirements are listed below, it is important that you submit all the documentation requested below or you will be disqualified and not be evaluated further. Mandatory requirements:

Mandatory Criteria	Proof Required
MBSA (Master Builders South Africa) membership	Proof of membership
NHBRC (National Home Builders Registration Council) membership	Proof of membership
COID registration	Proof of Membership
CIDB Grading 3 GB or Higher	Valid CIDB Certificate

8.4.2.3 **Third Stage: functional technical requirements**

The technical evaluation scores are weighted at 100% as it was indicated in the tender instructions. Bidders meeting minimum qualifying threshold of 70% for technical evaluation proceeded to the third stage of price and ATNS Specific goals.

Item	Criteria	Description	Weight	Threshold Minimum
1	Detailed Company Experience	Providing a company profile indicating number of years in rendering similar services, in a public and /or corporate sector. (1) Four years or higher = 25% (2) Three years = 20% (3) Two years = 10%	25%	10%
2	Company Track record and contactable	References must be in a form of a signed reference letter/s on a client's business letterhead stating the scope and description of the services rendered, contract duration, with contact name,	25%	15%

	references	<p>Contact number and position of the referee. Reference letters must not be older than 2 years by closing date of this tender.</p> <p>(1) Five and above references letters = (25%) (2) Four reference letters = (20%) (3) Three reference letters = (15%) (4) Less than 3 reference letters = (0%)</p>		
3	Key personnel qualification and experience.	<p>Certificate in Building and civil construction more than 4 - 5 years' experience = 20%</p> <ul style="list-style-type: none"> • 2- 3 years' experience= 15% • Below 2 years = 0% 	20%	15%
4	Infrastructure maintenance	<p>Should Include examples of Job cards and methodology approach.</p> <ul style="list-style-type: none"> • The methodology and approach =15% • Job card template =15% 	30%	30%
		Minimum 70% qualifications on functionality		
	Total for functionality		100%	70%

8.5 PRICING SCHEDULE

ANNEXURE B

PRICING SCHEDULE

8.5.1 Travelling rates will only be applicable from ATNS Upington International Airport as reference

8.5.2 The suppliers must populate the pricing table below using information from technical specification provided above for once-a-year compliance maintenance.

8.6 Plumbing Maintenance

Item	Year One	Year Two	Year Three	Year Four	Year Five
Labour Rate/Hour (Normal Hours)					
Labour Rate/Hour (Afterhours and Saturday)					
Labour Rate/Hour (Sunday/Holiday)					
Travel Rate (per km)					
Overall Total per year (rand) VAT Exlc					

8.7 *Building Maintenance*

Item	Year One	Year Two	Year Three	Year Four	Year Five
Labour Rate/Hour (Normal Hours) (R)					
Labour Rate/Hour (Afterhours and Saturday)					
Labour Rate/Hour (Sunday/Holiday)					
Travel Rate (per km)					
Equipment Spares Mark-Up In % Including all other required products					
Overall Total per year (rand) VAT Excl					
Safety File (once-off)					

8.7.1 Fourth Stage - Price/B-BBEE Evaluation

Bidders who meeting all mandatory requirements in terms of the 80/20 preference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the Bidder. **Third Stage - evaluation evaluation for price and ATNS specified goals** bids will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20 or 90/10 point system. 80/90 points will be awarded for price and 20/10 points for ATNS specific goals claimed.

Tender will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20/90:20 point system. 80/90 points will be awarded for price and 20/10 points for ATNS specific goals claimed.

PRICE	80/90
ATNS SPECIFIC GOALS	20/10

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 or 90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 or 90/10 system)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10/5	<i>(To be completed by the tenderer in SBD 6.1 attached)</i>
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10/5	<i>To be completed by the tenderer in SBD 6.1 attached)</i>



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

9 FORM OF BID

CLOSING TIME: ON

BID NO.

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

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

Total Bid Price R

Alternative Offers (Bidder to advise) R

Is the offer strictly to specification? YES / NO

If not to specification, state deviations

Contract period excluding guarantee period

Is the price quoted fixed? YES / NO

Is the delivery and installation period fixed? YES / NO

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

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

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

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

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



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

R.....

Furnish full particulars (separately if necessary) of the arrangements which can be made by you for the efficient servicing/maintenance of the supplies/services locally

.....

In respect of supplies to be specially imported, indicate -

(i) Whether a special import permit is required? YES / NO

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

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

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

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

CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING

NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID

NB: Has the following forms been completed, signed and submitted with your proposal?		
Documentation	Checked by Bidder	Checked by Procurement Specialist
Declaration of interest – SBD 4		
Preference point claim – SBD 6.1		
Contract Form (rendering of services) – SBD 7.1		
ID Documents of Directors/Shareholders		
Central Supplier Database Summary Report		
Company Profile		
Submitted One (1) original, three (3) hard copies and one (1) electronic copy (on USB) in PDF format.		
Form D - Shareholding Disclosure Form: Bidders.		
POPIA		



**SBD 1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ATNS SOC LTD					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RFQ can be sent by email to: xxxxxx or Hand Delivered at ATNS head Office:					
Eastgate Office Park, South Boulevard					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Busisiwe Molapisi	CONTACT PERSON			
TELEPHONE NUMBER	011 607 1000	TELEPHONE NUMBER			
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER			
E-MAIL ADDRESS	busisiwemo@atns.co.za	E-MAIL ADDRESS			
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					



VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐

YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐

YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE.

.....

DISCLOSURE OF GROUP/COMPANY STRUCTURE

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

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

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



3 DECLARATION

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

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

.....
Signature Date

.....
Position Name of bidder

MAY 2023

TAX COMPLIANCE REPORT AND PIN.

It is a condition of the bid that the taxes of the successful bidder must be in order or those satisfactory arrangements have been made with the Receiver of Revenue to meet his /her tax obligations.

1. In order to meet this requirement bidders are required to **Tax Compliance Report and Pin** obtainable from any SARS branch office nationally. The Tax Compliance Report and Pin. Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Compliance Report and Tax Pin that will be valid for a period of 1 (one) year from date of approval.
3. The original Tax Compliance Report and Pin must be submitted together with the bid. Failure to submit the **original and** valid Tax Compliance Report and Pin will result in the invalidation of the bid. Certified copies of the Tax Compliance Report and Pin will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate Tax Compliance Report and Pin.
5. Copies of the TCC001“Application for Tax Compliance Report and Pin” forms are available at any SARS branch office nationally or on the website www.sars.gov.za.



6. Applications for the Tax Compliance Report and Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

...

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;



- (d) national Assembly or the national Council of provinces; or
(e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**



any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1If so, furnish particulars.

.....

2.10Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Persal Number



4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS
OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

a) The applicable preference point system for this tender is the **80/20 or 90/10** preference point system.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

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

mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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 PRIC

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
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
- 4.3. 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: Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	5	10		
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.4. Name of company/firm.....

4.5. Company registration number:
.....

4.6. 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]

4.7. 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:

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.



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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

CONTRACT FORM - PURCHASE OF GOODS/WORKS

3. PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE



OFFICIAL STAMP

--

WITNESSES

- | | |
|----|---------------|
| 1. |
.... |
| 2. | |

1. PROTECTION OF PERSONAL INFORMATION

- 1.1 The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
- 1.2 The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
- 1.3 Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
 - 1.3.1 process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information.
 - 1.3.2 without prejudice to the generality of the foregoing, ensure that appropriate,

reasonable technical and organisational measures shall be taken by it/them to prevent –

- 1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and
- 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
- 1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause.

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

1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.

1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

2. POPIA CONSENT

2.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:



- 2.1.1 The information is voluntarily supplied, without undue influence from any party; and
- 2.1.2 The information is necessary for the purposes of the engagement with ATNS.

3. The tenderer acknowledges that he /she is aware of his/her right to:

- 3.1.1 Access the information at any reasonable time for the purposes of rectification thereof.
- 3.1.2 Object to the processing of the information.
- 3.1.3 Lodge a complaint with the Information Regulator.



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Institution)

Do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of:

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;



4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - 5.1 Has been requested to submit a bid in response to this bid invitation;
 - 5.2 Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1 prices;
 - 7.2 geographical area where product or service will be rendered (market allocation)
 - 7.3 Methods, factors or formulas used to calculate prices;
 - 7.4 The intention or decision to submit or not to submit, a bid;
 - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6 Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.
10. 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.

.....

Signature

Date

.....

Position Name of the Bidder

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer your enquiries, in writing, to the contact person(s) listed below. ATNS reserves the right to place responses to such queries on the website.

PROCUREMENT SPECIALIST:	Busisiwe Molapisi
TELEPHONE:	(011) 607 1000
E-MAIL:	busisiwe@atns.co.za