INVITATION TO BID

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS (RFP):
ATNS/RFP04/10/2026/27/HC-PANEL FOR RECRUITMENT

APPOINTMENT OF A PANEL OF FIVE SERVICE PROVIDERS FOR THE RECRUITMENT (INCLUDING HEADHUNTING), RESPONSE HANDLING, ASSESSMENT AND VETTING (WHERE APPLICABLE) OF EXECUTIVE AND HEAD/SENIOR MANAGEMENT, MANAGEMENT AND SPECIALIST LEVEL ROLES AT ATNS FOR A PERIOD OF THREE (3) YEARS

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

NOVEMBER 2026

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/RFP04/10/2026/27/HC-PANEL FOR RECRUITMENT SERVICES**
DESCRIPTION	Appointment of a panel of five service providers for the recruitment (including headhunting), response handling, assessment and vetting (where applicable) of Executive and Head/Senior management, Management and Specialist level at ATNS for a period of three (3) years
ISSUE DATE	26 November 2026
CLOSING DATE	21 January 2027
CLOSING TIME	11h00, Central African Time (CAT)
BID SUBMISSION - PHYSICAL	**Location:** ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298
BID SUBMISSION - ONLINE	**Submission Process:**
	All bid submissions must be made via the National Treasury **e-Submission (e-Tender) system**
	- **Note**: Submissions sent via email will **not** be accepted or processed.

TABLE OF CONTENTS

BIDDERS DECLARATION AND STRUCTURE CLARIFICATION FORM 5
IMPORTANT NOTICE 7
SECTION A: INTRODUCTION AND SCOPE OF WORK 8
1. **Introduction** 8
2. **Purpose of the bid** 10
3. **Scope of Work** 10
4. **Bidder Category Selection** 11
5. **Validity Period** 13
6. **Correspondence** 13
7. **Bid Submission Structure** 13
8. **Procedures for Submitting Bids** 14
9. **Phase 1: Administrative Requirements** 15
9. **Phase 2: Mandatory Requirements** 15
10. **Phase 3 Technical Requirements** 17
11. **Phase 4: Price and Preference Points for Specific Goals** 18
12. **Verification of Specific Goals** 19
13. **ATNS Specific Goals** 19
14. **Disclaimer** 20
15 **Contract Terms** 20
16 **Cancellation of Procurement Process** 20
17 **Bid Submission Conditions, Instruction and Evaluation Process/Criteria** 21
18 **Negotiation and Contracting** 21
19 **Reasons for Rejection** 21
20 **General Conditions of Contract** 21
21 **Additional Information Requirements** 21
22 **Confidentiality** 21
23 **Intellectual Property, Inventions and Copyright** 22
24 **Non-Compliance with Delivery Terms** 22
25 **Warrants** 22
26 **Parties not affected by waiver or breaches** 22
27 **Retention** 22
28 **Central Supplier Database** 22
29 **Format of Bids** 23
30 **SARS Tax Clearance Certificate(S)** 23
31 **Declaration of Interest** 23
32 **Invitation to Bid** 23
33 **Pricing Schedule** 24
34 **Registration On the CSD** 24
35 **Registration Certificates and Accreditation with OEMS Or Professional Bodies** 24

36 SBD 1: Invitation to Bid - PART A 25
37 SBD 3.3: Pricing Schedule 27
40. SBD 4: Bidder's Disclosure 31
41. SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 35
42. General Conditions of Contract 40
43. Appendix A-Form Questionnaire 54

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	

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.	

[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.

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.

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 **6% 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.

- **ATNS Vision:**

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

- **ATNS Mission:**

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

- **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.

- **Regulated Business Activities**

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

- **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**.**

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

2.1. The purpose of this bid is to appoint a panel of suitably qualified, experienced, and reputable recruitment service providers to provide comprehensive recruitment and talent acquisition services for Executive, Head of Department / Senior Management, Management and Specialist level positions within ATNS for a period of three (3) years.

2.2. The services to be provided by the appointed panel shall include, but not be limited to, executive search (headhunting), talent mapping, candidate sourcing, response handling, screening, shortlisting, assessments, vetting, reference checking, recruitment administration, and related recruitment support services required to facilitate the appointment of suitably qualified candidates.

2.3. Successful bidders will be appointed on a rate-based contract for a period of three (3) years. Services will be procured on an as-and-when-required basis, subject to operational requirements and the issuance of authorised purchase orders. Appointment to the panel shall not guarantee any minimum volume or value of work during the contract period.

2.4. The appointed service providers shall undertake comprehensive market research, talent mapping, and executive search activities within South Africa and, where required, internationally, to identify, attract, and engage suitably qualified candidates who meet the competency, experience, leadership, and organisational requirements of ATNS.

2.5. The recruitment processes undertaken by the appointed service providers shall support ATNS's strategic objectives by facilitating access to diverse, competent, and high-performing talent pools while promoting succession planning, organisational effectiveness, transformation objectives, and business continuity.

2.6. All recruitment and selection activities shall be conducted in accordance with applicable legislation, recognised industry best practices, the ATNS Recruitment and Selection Policy, Employment Equity requirements, and relevant governance requirements, while ensuring confidentiality, transparency, fairness, and ethical conduct throughout the recruitment process.

3. Scope of Work

3.1. The appointed panel of service providers shall provide end-to-end recruitment and talent acquisition services for Executive, Head of Department / Senior Management, Management and Specialist positions as and when required by ATNS.

3.2. The scope of work shall include, but not be limited to, the following:

3.2.1. Conduct talent mapping, market intelligence, and candidate identification activities to determine the availability of suitable candidates in the local and, where required, international labour market.

3.2.2. Source, attract, headhunt, and engage suitably qualified and experienced candidates who meet the requirements of positions specified by ATNS.

3.2.3. Develop and implement recruitment strategies tailored to the specific requirements of each assignment, including targeted executive search methodologies for scarce and critical skills.

3.2.4. Advertise vacancies through appropriate recruitment channels where required and manage all candidate responses and applications received.

3.2.5. Screen, evaluate, and shortlist candidates against the approved job profiles, competency requirements, minimum qualifications, experience criteria, and behavioural attributes provided by ATNS.

3.2.6. Conduct preliminary candidate interviews and assessments to evaluate suitability for the role and provide detailed candidate reports to ATNS.

3.2.7. Coordinate and administer assessment processes, including competency assessments, leadership assessments, psychometric assessments, technical evaluations, and any other assessments required by ATNS.

3.2.8. Submit comprehensive recruitment reports detailing sourcing methodologies, candidate pools, screening outcomes, assessment results, vetting outcomes, and recommendations.

3.2.9. Facilitate communication between ATNS and candidates throughout the recruitment process and coordinate interviews, assessments, and engagement activities.

3.2.10. Provide regular progress reports and status updates to ATNS for all recruitment assignments.

3.2.11. Establish, maintain, and update a database of suitably and qualified candidates, including passive and headhunted candidates, for Executive, Head of Department, and Senior Management positions.

3.2.12. Ensure that suitably qualified candidates are presented within agreed turnaround times to support the efficient filling of vacancies and minimise operational delays.

3.2.13. Ensure that all recruitment activities are conducted in a confidential, ethical, transparent, and professional manner and in compliance with applicable legislation, governance requirements, and ATNS policies and procedures.

3.2.14. Maintain complete recruitment records, supporting documentation, audit trails, and assignment files for all recruitment activities undertaken on behalf of ATNS.

3.2.15. Provide a replacement guarantee for successfully placed candidates for a minimum period specified in the Service Level Agreement (SLA), subject to agreed terms and conditions.

4. Bidder Category Selection

4.1. Bidders must clearly indicate the category(ies) for which they are submitting a bid. Bidders may bid for one or both categories and must meet all mandatory requirements applicable to the selected category(ies).

Category	Description	Bidder to Indicate (✓)
Category 1	Executive, Head / Senior Management Recruitment Services	☐
Category 2	Head / Senior Management, Management and Specialist Recruitment Services	☐
Both Categories	Bidding for both Category 1 and Category 2	☐

4.2. **Declaration by Bidder**

4.2.1. We hereby confirm that we are submitting a bid for the category(ies) indicated above and undertake to comply with all mandatory requirements applicable to the selected category(ies).

Name and Surname of Authorised Signatory	Designation	Signature	Date

5. Validity Period

5.1. Proposals must remain valid for **120 days** from submission.

5.2. Bidders may request an extension to this validity period in advance, providing reasons and justifications for the additional time required.

5.3. 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.

5.4. Bidders will be notified in writing regarding any matters related to extensions, if and/or when necessary.

6. Correspondence

6.1. All Clarifications Before Bid Closure

6.1.1. All queries should be directed to:

Specialist: Demand Management

Zanele Mbiza: zanelemb@atns.co.za (cc: tenders@atns.co.za)

6.1.2. Insert the reference number and description of the tender on the subject line

6.1.3. All written queries and requests for clarification regarding this bid must be submitted using the Form of Questionnaire (**Appendix A**) by **08 December 2026** at **17h00 CAT**.

6.1.4. All written queries and requests for clarification must be submitted in writing and will be responded to no later than **15 December 2026 at 17h00 CAT**

6.1.5. No queries, requests for clarification, or points of ambiguity will be considered after the closing date and time for submission of queries and requests for clarification which is **15 December 2026 at 17h00 CAT**

6.2. Clarifications After Bid Closure

6.2.1. All queries should be directed to:

Specialist: Acquisition Management

Andy Ngubane: andyn@atns.co.za (cc: tenders@atns.co.za)

6.2.2. Insert the reference number and description of the tender on the subject line

7. Bid Submission Structure

7.1. The bid must be submitted in **three (3) parcels** either via the online e-Submission (e-Tender) system or manual/physical submission

7.1.1. **Parcel A – Administrative and Mandatory (Phase 1 and 2 Evaluation)**

- **Volume 1A**: General instructions and administrative requirements (*Excluding SBD 3.3 and 6.1*)
- **Phase 1**: Administrative requirements
- **Phase 2**: Mandatory requirements

7.1.2 **Parcel B – Functionality Requirements (Phase 3 Evaluation)**

- Phase 3: Functionality

7.1.3 **Parcel C– Price and Preference Points for Specific Goals (Phase 4 Evaluation)**

- **SBD 3.3** - Pricing Schedule
- **SBD 6.1** - Preference Points Claim Form
- Central Supplier Database (CSD) Report
- Companies and Intellectual Property Commission (CIPC) Documents
- Shareholder Certificates
- ID copies of shareholders
- Valid B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)

8. Procedures for Submitting Bids

8.1. **Closing date and time**: **21 January 2027, 11h00 CAT**

8.2. Submissions can be made **online or via hard copy.**

8.2.1. For online submissions: bid submissions must be made via the e-Submission (e-Tender) system

8.2.2. Hard copy submissions: Include **one original, one copy, and one PDF** version on USB.

8.2.3. 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 three (3) distinct stages as follows:

9. Phase 1: Administrative Requirements

No.	Requirement	Description
8.1	South African Revenue Services (SARS) Valid Tax Compliance Status PIN Document	Proof of tax compliance demonstrating that the bidder meets SARS requirements. A valid Tax Compliance Status (TCS) PIN issued by SARS? (The pin needs to be valid for the full duration of the validity period. The bidder must submit proof of tax compliance demonstrating that the bidder meets SARS requirements. SARS PIN must remain valid for **the full duration of the validity period** from submission

8.2 Non-Compliance with Administrative Requirements

8.2.1 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.

9. Phase 2: Mandatory Requirements

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

9.2 Category 1: Executive, Head/ Senior Management.

No.	Mandatory Criteria	Proof Required	Conditions/Notes
1.	Key Personnel Experience	Bidder to submit a detailed Curriculum Vitae of Senior recruiter reflecting recruitment experience with a minimum of 10 years' experience	[a] Failure to submit a valid and current document shall result in a bidder not considered further in the evaluation process
2.	Company Experience	The bidder must provide a minimum of Three (3) contactable reference letters for executive placements stating the name of the position and must be in a form	[a] Failure to provide these documents will result in automatic disqualification.

No.	Mandatory Criteria	Proof Required	Conditions/Notes
		signed letters on client's business letterhead stating the scope and description of service rendered not older than five years.	[b] The document must be on the official letterhead of the client organization (referee) [c] The service must have been completed within the past 5 years [d] Each document must be signed by an authorized representative of the client [e] Must include contact details for verification (phone number and/or email address) [f] Letters of appointment, project award notifications, or contracts will not be accepted as substitutes.
3.	Company accreditation with African Professional Staffing Organisation (APSO)	The bidder must be accredited by the African Professional Staffing Organisation (APSO) and be recognized as a Professional Recruitment Body. Proof of valid APSO accreditation must be submitted with the bid.	[a] ATNS reserves the right to verify authenticity of the document submitted from the issuing professional or industry/authorising body [b] Failure to submit a valid and current document shall result in a bidder not considered further in the evaluation process

9.1.1. **Category 2; Head/ Senior Management, Management and Specialist level roles**

No.	Mandatory Criteria	Proof Required	Conditions/Notes
1.	Key Personnel Experience	Bidder to submit a detailed Curriculum Vitae of recruiter reflecting recruitment experience with a minimum of 5 years' experience	[a] Failure to submit a valid and current document shall result in a bidder not considered further in the evaluation process
2.	Company Experience	The bidder must provide a minimum of Three (3) contactable reference letters for Head/ Senior management or management and or specialists placements stating the name of the position and must be in a form signed letters on client's business letterhead stating the scope and description of service rendered not older than five years.	[a] Failure to provide these documents will result in automatic disqualification. [b] The document must be on the official letterhead of the client organization (referee) [c] The service must have been completed within the past 5 years [d] Each document must be signed by an authorized representative of the client [e] Must include contact details for verification (phone number and/or email address) [f] Letters of appointment, project award notifications, or contracts will not be accepted as substitutes.

No.	Mandatory Criteria	Proof Required	Conditions/Notes
3.	Company accreditation with African Professional Staffing Organisation (APSO)	The bidder must be accredited by the African Professional Staffing Organisation (APSO) and be recognized as a Professional Recruitment Body. Proof of valid APSO accreditation must be submitted with the bid.	[a] ATNS reserves the right to verify authenticity of the document submitted from the issuing professional or industry/authorising body [b] Failure to submit a valid and current document shall result in a bidder not considered further in the evaluation process

10. Phase 3 Technical Requirements

No.	Functionality Criteria	Evaluation & Scoring Guidelines (Objective)	Documentary Evidence Required / Notes/Conditions	Points
2	**Methodology and Service Offering**	Assessment based on the extent to which the bidder's methodology addresses the required service components **Required elements:** 1. Approach to conducting client briefing sessions and defining candidate profiles 2. Candidate attraction, response handling and stakeholder communication process 3. Executive search, headhunting and talent sourcing methodology 4. Interview coordination and scheduling support 5. Reference checking methodology 6. Pre-employment verification process **Scoring:** (a) 6 or more elements = 100 (b) 5 elements =70 (c) 4–5 elements = 40 (d) 2-0 elements = 0	[1] Detailed methodology and service delivery plan [2] Each required element must be clearly and separately addressed [3] Generic marketing material will not be considered [4] Assumptions or implied capabilities will not be evaluated [5] Only information explicitly contained in the submission will be scored	100
Minimum Threshold				**70**
TOTAL POINTS				**100**

10.3 The bidder will be encouraged to note that each requirement contains a certain weight according to its importance. The total sum of the weights is 100%, and there is a set functional threshold of 70%.

10.4 Bidders must achieve a minimum score of 70 points out of 100 points (80%) in Stage

10.5 Only Bidders who meet the minimum score of 70 points will be considered for stage 4 evaluation. Bidders who do not meet the minimum score 70 points will not be considered for stage

10.6 Bidders are required to address and respond to all evaluation criteria as out lined.

10.7 Failure to adequately respond to any criterion may result in disqualification

10.8 Bids that do not cover all required elements of the evaluation criteria will be deemed non-responsive and will not be considered.

10.9 For purposes of fair comparison and to ensure a meaningful and objective evaluation, bidders must provide:

10.9.1 Detailed, clear, and relevant information

10.9.2 Sufficient supporting documentation

10.9.3 Explicit evidence demonstrating compliance with each criterion

11. Phase 4: Price and Preference Points for Specific Goals

11.1 The bid will be evaluated using the 80/20-point system.

Criteria	Means of Verification	Points
Price	Proposed Bid Price	80,00
Preference Points	Specific Goals	20,00
Total Points		**100,00**

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11.2 The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50’000’000 (all applicable)

11.3 The formulae to be utilised in calculating points scored for price are as follows:

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)\text{Pmin}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

11.4 The tendered amounts shall be evaluated based on the pricing information provided by bidder in the applicable Standard Bidding Document (SBD) for this bid:

Required document	Definition	Required evidence for evaluation
SBD 3.3	PRICING SCHEDULE (Professional Services)	Full completed and signed Standard Bidding Document (SBD 3.3) and any other Price related document as requested in this bid

11.5 Preference points will be based on the Specific Goal as per below:

The specific goals allocated in terms of this bid	Definition	Required Evidence	Number of points allocated (80/20 system)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 51% black ownership, which confers both voting rights and economic interest to black people	[a] Central Supplier Database (CSD) Registration Report [b] Companies and Intellectual Property Commission (CIPC) document Documents [c] Shareholder Certificates [d] ID copies of shareholders [e] B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)	**10,00**
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 30% black woman ownership, which confers both voting rights and economic interest to black people	[a] Central Supplier Database (CSD) Registration Report [b] Companies and Intellectual Property Commission (CIPC) document Documents [c] Shareholder Certificates [d] ID copies of shareholders [e] B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs)	**10,00**

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

12. Verification of Specific Goals

12.1 Bidders must submit:
12.1.1 CSD Report
12.1.2 CIPC documents
12.1.3 Shareholder certificates
12.1.4 ID copies of shareholders.
12.1.5 B-BBEE certificate or sworn affidavit

13. ATNS Specific Goals

13.1 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

14. Disclaimer

14.1 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.

14.2 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.

15 Contract Terms

15.1 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 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.

15.2 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.

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

15.4 ATNS reserves the right to reject, withdraw or cancel any or all Proposals/Tenders, to undertake discussions with one or more Tenderers and to accept that tender or modified tender which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

16 Cancellation of Procurement Process

16.1 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.

17 Bid Submission Conditions, Instruction and Evaluation Process/Criteria

17.1 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.

18 Negotiation and Contracting

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

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

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

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

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

19 Reasons for Rejection

19.1 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.

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

19.2.1 Have abused the SCM system of the ATNS.

19.2.2 Have committed proven fraud or any other improper conduct in relation to such system.

19.2.3 Have failed to perform on any previous contract and the proof exists.

19.2.4 Such actions shall be communicated to the National Treasury.

20 General Conditions of Contract

20.1 The General Conditions of Contract must be accepted.

21 Additional Information Requirements

21.1 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.

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

22 Confidentiality

22.1 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.

23 Intellectual Property, Inventions and Copyright

23.1 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.

23.2 This paragraph shall survive termination of this contract.

24 Non-Compliance with Delivery Terms

24.1 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.

25 Warrants

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

26 Parties not affected by waiver or breaches

26.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this contract by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

26.2 No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this contract shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this agreement.

27 Retention

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

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

28 Central Supplier Database

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

28.2 Bidders are therefore required to register as a supplier on the CSD before submitting a bid. The CSD website can be accessed on the following link: http://ocpo.treasury.gov.za/Pages/default.aspx

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

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

29 Format of Bids

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

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

30 SARS Tax Clearance Certificate(S)

30.1 Bidder must ensure compliance with their tax obligations.

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

30.3 Application for tax compliance status (TCS) or PIN may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za

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

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

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

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

31 Declaration of Interest

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

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

32 Invitation to Bid

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

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

33 Pricing Schedule

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

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

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

34 Registration On the CSD

34.1 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.

35 Registration Certificates and Accreditation with OEMS Or Professional Bodies

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

SECTION D: STANDARD BIDDING DOCUMENTS

36 SBD 1: 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/RFP04/10/2026/27/HC-PANEL FOR RECRUITMENT SERVICES**	CLOSING DATE:	**21 January 2027**	CLOSING TIME:	**11h00 CAT**
DESCRIPTION	Appointment of a panel of five service providers for the recruitment (including headhunting), response handling, assessment and vetting (where applicable) of Executive, Head/Senior management, Management, Specialist level at ATNS for a period of three (3) years				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Andy Ngubane/ Zanele Mbiza**	CONTACT PERSON	
TELEPHONE NUMBER	**011 607 1325**	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	andyn@atns.co.za /zanelemb@atns.co.za Tenders@atns.co.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

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, 2022, 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:

……...

37 SBD 3.3: Pricing Schedule

Name of bidder: ……

Bid number: **ATNS/RFP04/10/2026/27/HC-PANEL FOR RECRUITMENT SERVICES**
Closing Time: **11h00 CAT** Closing date**: 21 January 2027**

OFFER TO BE VALID FOR __**120**__ DAYS FROM THE CLOSING DATE OF BID.

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

CATEGORY 1: Executive and Head/ Senior Management Level Roles

Item	Position Category	Unit of Measure	Bid Price Excl. VAT
1	Executives and Head / Senior Management roles	Percentage (%) of Annual Total Cost to Company (TCTC) of Successfully Appointed Candidate	_____ %
2	Head of department / Senior Management	Percentage (%) of Annual Total Cost to Company (TCTC) of Successfully Appointed Candidate	_____%

CATEGORY 2: Head/ Senior Management Roles, Management or Specialist roles

1	Head of Department / Senior Management Positions	Percentage (%) of Annual Total Cost to Company (TCTC) of Successfully Appointed Candidate	_____ %
2	Management	Percentage (%) of Annual Total Cost to Company (TCTC) of Successfully Appointed Candidate	_____%
3	Specialist	Percentage (%) of Annual Total Cost to Company (TCTC) of Successfully Appointed Candidate	_____%

Example
If the successful candidate's annual TCTC is R2 000 000 and the bidder's rate is 12%, the recruitment fee will be: R2 000 000 × 12% = R240 000 (Excl. VAT)

PRICING CONDITIONS

The following pricing conditions shall apply to **Category 1 and Category 2** of the Pricing Schedule

1. The percentage-based fee quoted for Category 1: Executive and Head/Senior Management and Category 2; Head/ Senior Management, Management and Specialist recruitment shall be based on the successful candidate's **Annual Total Cost to Company (TCTC)** package.
2. The percentage fee shall include all recruitment-related activities, including talent mapping, market research, executive search (headhunting), candidate sourcing, response handling, screening, shortlisting, interview coordination, reference checking, candidate engagement, and placement.
3. No placement fee shall be payable unless a candidate sourced or introduced by the service provider is successfully appointed and commences employment with ATNS.
4. Where no appointment is made, ATNS shall not be liable for payment of any placement fee.
5. The quoted percentage shall constitute the full and final recruitment fee, and no additional recruitment-related charges shall be accepted unless specifically approved in writing by ATNS.
6. The service provider shall provide a replacement guarantee period of not less than **six (6) months** from the candidate's commencement date. Should the appointed candidate resign or be terminated for performance-related reasons during this period, the service provider shall undertake a replacement search at no additional placement fee.
7. The recruitment fee shall become payable only after the successful candidate has commenced employment with ATNS and upon submission of a valid tax invoice.
8. All rates and percentages quoted shall remain valid and binding for the duration of the contract period, subject to the approved terms and conditions of the contract.

38 Protection of Personal Information (POPIA) Consent

39.1 The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 ("POPIA") and all other applicable data protection laws and, without limitation to the aforegoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.

38.1 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.

38.2 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:

38.2.1 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;

38.2.2 without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –

38.2.2.1 the unauthorised or unlawful processing of such Personal Information; and

38.2.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and

38.2.2.3 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.

38.3 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.

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

38.5 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.

38.6 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.

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

36.8.1. The information is voluntarily supplied, without undue influence from any party; and

36.8.2. The information is necessary for the purposes of the engagement with ATNS.

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

36.9.1. Access the information at any reasonable time for the purposes of rectification thereof.

36.9.2. Object to the processing of the information; Lodge a complaint with the Information Regulator.

40. SBD 4: Bidder's Disclosure

1. **PURPOSE OF THE FORM**

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. **DECLARATION ON EMPLOYMENT BY ORGAN OF STATE**

1. Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2. If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3. GENERAL DECLARATION

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

1. I have read and I understand the contents of this disclosure.

2. I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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

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.

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.

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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

   I CERTIFY THAT THE ABOVE IS CORRECT.

   I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

41. SBD 6.1: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022

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

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

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1. GENERAL CONDITIONS

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

- 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 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
SPECIFIC GOALS	20
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:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 90 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	10	

30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10	

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:	…… …… …… ……

42. General Conditions of Contract

TABLE OF CONTENTS

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

1. Definitions

The following terms shall be interpreted as indicated:

1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.2. **"Contract"** means the written agreement 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. **“Country of origin”** means the place where the goods were mined,grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. **“Day”** means calendar day.

1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.

1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in 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 in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. **“GCC”** means the General Conditions of Contract.

1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well

as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. **"Project site,"** where applicable, means the place indicated in bidding documents.

1.21. **"Purchaser"** means the organization purchasing the goods.

1.22. **"Republic"** means the Republic of South Africa.

1.23. **"SCC"** means the Special Conditions of Contract.

1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

3. General

3.1. 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**

7.1. Within thirty (30) days of receipt of the notification of contract award, security 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

(b) 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such

removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. **Packing**

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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

11. **Insurance**

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

12. **Transportation**

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

13. **Incidental services**

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

(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 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.

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 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a **provisional** payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. **Force Majeure**

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if

and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. **Termination for insolvency**

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

27. **Settlement of Disputes**

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

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

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

(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. **Limitation of liability**

28.1. Except in cases of criminal negligence or willful 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. **Governing language**

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

30. **Applicable law**

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

31. **Notices**

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

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

32. **Taxes and duties**

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. **Prohibition of Restrictive practices**

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

43. Appendix A-Form Questionnaire

Ref. No: ……..
Date : ……..

For the Attention of Procurement Specialist

ATNS Company Limited,
Eastgate Office Park, Block C,
South Boulevard Road,
Bruma,
2298
E-Mail: Andyn@atns.co.za /Zanelemb@atns.co.za/ Tenders@atns.co.za
From (Name of the Bidder: ……
(Contact Person ……..

Reference of document of the Bid Document……..

Title of subject matter in question ……..

No.	Paragraph No. Bid Document	Questions

Questionnaire Submission No. _____