INVITATION TO BID

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSALS: ATNS/FACT/RFP03/04/2026/27/HVAC_SSS

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF THE HEATING, VENTILATION AND AIR-CONDITIONING (HVAC) SYSTEM, INCLUDING SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING, AT THE SYSTEM SUPPORT SUITE (SSS) BUILDING AT CAPE TOWN INTERNATIONAL AIRPORT (FACT)

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

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/FACT/RFP03/04/2026/27/HVAC_SSS**
DESCRIPTION	Appointment of a Service Provider for the Replacement of the Heating, Ventilation and Air-Conditioning (HVAC) System, Including Supply, Delivery, Installation and Commissioning, at the System Support Suite (SSS) Building at Cape Town International Airport (FACT)
ISSUE DATE	26 November 2026
CLOSING DATE	12 February 2027
CLOSING TIME	11h00 Central African Time (CAT)
NON-COMPULSORY ONLINE BRIEFING SESSION	**Date:** 07 December 2026
	Time: 10h00 (CAT)
	Platform: Microsoft Teams **Meeting ID:** 386 373 213 130 197 1 **Passcode:** JJ6Nk2Rh **Link:** https://teams.microsoft.com/meet/3863732131301971?p=YqSsyQF0tKmDJDoaV9
COMPULSORY PHYSICAL BRIEFING SESSION	**Date:** 11 December 2026
	Time: 10h00 (CAT)
	Location: 1 Tower Road, Cape Town International Airport (ATNS control Tower)
BID SUBMISSION - PHYSICAL	**Location:** ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298
BID SUBMISSION - ONLINE	**Request for the submission link Process:**
	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

IMPORTANT NOTICE 7
SECTION A: INTRODUCTION AND SCOPE OF WORK 8
1. **Introduction** 8
2. **Purpose of the bid** 10
3. **Validity Period** 46
4. **Clarifications Before Bid Closure.** 46
5. **Clarification after Bid Closure** 46
6. **Bid Submission Structure** 46
7. **Procedures for Submitting Bids** 47
8. **Phase 1: Administrative Requirements** 49
9. **Phase 2: Mandatory requirements** 50
10. **Phase 3: Functionality/Technical Evaluation** 51
11. **Phase 4: Price and Preference Points System** 66
12. **Specific Goals** 66
13. **Verification of Specific Goals** 67
14. **ATNS Specific Goals** 67

SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID 68
15. **Disclaimer** 68
16. **Contract Terms** 68
17. **Cancellation of Procurement Process** 68
18. **Bid Submission Conditions, Instruction and Evaluation Process/Criteria** 69
19. **Negotiation and Contracting** 69
20. **Reasons for Rejection** 69
21. **General Conditions of Contract** 69
22. **Additional Information Requirements** 69
23. **Confidentiality** 70
24. **Intellectual Property, Inventions and Copyright** 70
25. **Non-Compliance with Delivery Terms** 70
26. **Warrants** 70
27. **Parties Not Affected By Waiver Or Breaches** 70
28. **Retention** 70
29. **Central Supplier Database** 71
30. **Format of Bids** 71
31. **SARS Tax Clearance Certificate(S)** 71
32. **Declaration of Interest** 72
33. **Invitation to Bid** 72
34. **Pricing Schedule** 72

35. Registration On the CSD 72
36. Registration Certificates and Accreditation with OEMS Or Professional Bodies 72
SECTION D: STANDARD BIDDING DOCUMENTS 73
37. SBD1: Invitation to Bid - PART A 73
5. SBD 3.2. Pricing Schedule 76
38. Protection of Personal Information 80
39. POPIA CONSENT 81
SBD 4: Bidder's Disclosure 83
40. SBD 6.1: Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 87
41. General Conditions of Contract 92
42. APPENDIX A-FORM QUESTIONNAIRE 106

BIDDER 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 (main bidder) is the Original Equipment Manufacturer (OEM), an Authorised Distributor/Reseller, or Other, and provide supporting documentation accordingly.

A. Bidding Structure Type

(Mark one with an 'X')

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

B. Primary Bidder: Tender Submission Structure

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

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

C. Bidder Details

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

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

[1] If joint venture or consortium includes both OEM and distributor/reseller, clearly indicate each party's role and attach joint responsibility agreements.
[2] If the bidder is a distributor/reseller, a valid OEM authorisation letter must be attached.

D. Details of Joint Venture / Consortium Members

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

Bidding Partner/Member 1:

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

Bidding Partner/Member 2:

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

IMPORTANT NOTICE

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

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

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

SECTION A: INTRODUCTION AND SCOPE OF WORK

1. Introduction

About ATNS

The Air Traffic and Navigation Services (ATNS) Company of South Africa provides air traffic management, communication, surveillance, navigation, and related services, including training. ATNS manages **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. Project Overview

2.1.1. ATNS seeks to appoint a service provider for the Replacement of the Heating, Ventilation and Air-Conditioning (HVAC) System, Including Supply, Delivery, Installation and Commissioning, at the System Support Suite (SSS) Building at Cape Town International Airport (FACT)

2.2. Scope of the Project Includes

2.2.1. Site Establishment

2.2.1.1. The Contractor shall erect a secure perimeter fence around the Contractor's yard at the allocated area.

2.2.1.2. The Contractor shall install gates and access control systems to regulate entry and exit to the Contractor's yard.

2.2.1.3. The Contractor shall affix visible signage at the entrance gate of the Contractor’s yard which shall show required PPE signage, A sign showing that this is a Construction site, hazard warnings and procedures or safety instructions to follow upon entering the Contractor’s yard. Signage to comply to the latest version of the Construction Regulations and General Safety Regulations of the OHS Act no 85 of 1993.

2.2.1.4. The Contractor shall provide a mobile container office, set up portable toilets (2 for males and 2 for females) and handwashing stations, mobile container for use during lunch breaks by the Contractor’s employees or sub-Contractors. Ensure all temporary structures are compliant with South African building codes and safety regulations.

2.2.1.5. The Contractor shall establish connections for temporary water supply, electricity, and telecommunications. The Contractor shall be liable for payment of such utilities if provided on site by the Employer or the Employer’s tenant. In the event these cannot be provided by the Employer. The Contractor shall provide his own utilities.

2.2.1.6. The Contractor shall ensure regular cleaning and maintenance of sanitation facilities. Portable toilets shall be drained at least once a week.

2.2.1.7. The Contractor shall set up a designated areas for waste segregation and disposal.

2.2.1.8. The Contractor shall ensure regular removal and disposal of waste in compliance with the latest Environmental regulations.

2.2.1.9. The Contractor shall designate and prepare areas for the storage of materials, items removed or dismantled from the warehouse, tools, and equipment.

2.2.1.10. The Contractor shall provide covered storage for sensitive materials to protect them from the elements.

2.2.1.11. The Contractor shall provide, position, maintain and keep readily accessible fire extinguishers and other fire-fighting equipment at suitable and clearly marked strategic locations throughout the Works, in compliance with the Occupational Health and Safety Act, 1993, the Environmental Regulations for Workplaces, and, where applicable, SANS 10400-T read with SANS 1910, SANS 1475-1 and SANS 10105-1. All such equipment shall be appropriate to the fire risks present and maintained in a serviceable condition for the full duration of the Works.

2.2.1.12. The Contractor shall establish a fire assembly point and conduct regular fire drills.

2.2.1.13. The Contractor shall set up a first aid station with necessary medical supplies.

2.2.1.14. The Contractor shall provide secure storage for tools and equipment.

2.2.1.15. The Contractor shall implement a tool check-in/check-out system to keep track of equipment usage.

2.2.1.16. The Contractor shall develop a site evacuation map and place it conspicuously in the Contractor’s yard for employees to see with ease.

2.2.2. **General**

2.2.2.1. The Contractor shall develop and implement a safety plan and baseline risk assessment by a construction health and safety Agent (CHSA) or Construction Health and Safety Manager (CHSM) registered with the SACPCMP (South African Council for the Project and Construction Management Professions).

2.2.2.2. If Regulation 3(1) of the Construction Regulations, 2014 is triggered, the Contractor shall be responsible for preparing, coordinating and submitting the application for the construction work permit, on behalf of the Client, to the Provincial Director, including all required supporting documentation, so that the application is lodged at least 30 (thirty) days before the planned commencement of the Works. The Contractor shall monitor and expedite the application process and shall ensure that no construction work to which Regulation 3(1) applies is commenced before the construction work permit and site-specific number have been issued.

2.2.2.3. The Contractor shall appoint a suitable site manager with the necessary training and experience to oversee the daily project operations and to ensure compliance with the Occupational Health and Safety Act and associated Regulations in line with section 8 and 9 of the Occupational Health and Safety Act no 85 of 1993. The site manager shall not have less than a trade test as a refrigeration mechanic. A national diploma in mechanical engineering or higher shall also be acceptable.

2.2.2.4. The Contractor shall appoint a safety officer with the necessary safety qualifications to ensure safety precautions and measures in the baseline risk assessment are always followed.

2.2.2.5. The Contractor shall appoint a suitable qualified and experienced rigger who will prepare a rigging plan, workshop it with all workers involved in the dismantling works and direct all rigging work.

2.2.2.6. The Contractor shall appoint a suitably qualified mechanical engineer (B.Eng/BSc/B.Tech Mechanical registered with the SACPCMP as a PrCPM, to interpret the design requirements, provide technical direction for the supply, installation and commissioning works, and fulfil the project management role on behalf of the Contractor. Such person shall be named in the Contract as the Contractor's representative and shall liaise directly with the Client/Employer and/or its Agents.

2.2.2.7. The Contractor shall appoint a suitably qualified refrigeration mechanic registered with SAQCC Safety under the category of GAS to ensure that the refrigeration piping complies with the relevant requirements of the Pressure Equipment Regulations.

2.2.2.8. The Contractor shall appoint a suitably qualified controls engineer (B.Eng/BSc Electronics/Electrical Light Current with Pr.Eng) to guide and lead the controls scope of work.

2.2.2.9. The Contractor shall ensure all workers are trained and equipped with necessary PPE.

2.2.2.10. The Contractor shall implement a permit to work system to ensure that all types of works are permitted and that the Employer or its tenant are aware of the works which will be carried out each and every day. A risk assessment shall be conducted for all the work prior and all workers shall be appraised of the precautionary measures in a daily toolbox meeting.

2.2.2.11. The Contractor shall provide all equipment and tools required for dismantling works. This includes but not limited to mobile cranes, scaffold, skyjack, cherry pickers. Rope suspension by qualified and experienced personnel are permitted for personnel working at heights. All personnel working at heights other that on the building floors, shall be supplied with safety harnesses which are compliant with SANS or International codes.

2.2.3 Demolition, Removal and Preparation

2.2.3.1 The Contractor shall isolate all power sources and lock out.

2.2.3.2 The Contractor shall disconnect and remove all power cabling to existing CRAC units, indoor units and fans.

2.2.3.3 The Contractor shall decommission and safely remove the existing HVAC equipment, ductwork, piping, insulation, supports, and associated components without compromising business continuity. The Contractor shall sequence and execute the Works so that, for the full duration of the project, the server room remains served by no less than 2 (two) operational blow-down units and the UPS room remains served by not less than 1 (one) operational air-conditioning unit at all times.

2.2.3.4 The Contractor shall dispose of removed materials in compliance with environmental and site regulations.

2.2.3.5 The Contractor shall make good on all ceilings, walls, floor grilles that may be damaged during dismantling and installation works.

2.2.4 Supply and Installation of Air-conditioning Equipment

2.2.4.1 The Contractor shall coordinate with the CRAC (Computer Room Air Conditioner) unit supplier regarding the provision of fresh air intake and the operating conditions and limitations applicable thereto.

2.2.4.2 The Contractor shall supply, deliver, install and commission the three (3) CRAC units including their outdoor condenser units according to the specification provided herein and per drawing.

2.2.4.3 All HVAC indoor and outdoor units, including CRAC units and ventilation fans, shall be supplied from essential power.

2.2.4.4 The Contractor shall make amendments to the flooring where required to accommodate the new CRAC units.

2.2.4.5 The Contractor shall ensure that, prior to practical completion, the OEM (Original Equipment Manufacturer), or its authorised agent, inspects the installation and issues a written report confirming that the installation complies with the OEM’s installation requirements and guidelines, and that all applicable product warranties remain valid, effective and enforceable and have not been prejudiced by the installation.

2.2.4.6 The Contractor shall clean the existing under flooring.

2.2.4.7 The Contractor shall supply and replace all floor grilles with new in the server and simulation rooms.

2.2.4.8 The Contractor shall supply replace the non-functional1Kw floor heaters with new in the simulation room.

2.2.4.9 The Contractor shall supply and install the fresh-air fan serving the CRAC units (FAN-FA-04) in accordance with the drawings and specifications. The scope shall include supply and install of all wall-mounted fan support accessories, galvanised circular ducting, duct accessories, and manual control dampers on each fresh-air branch duct serving the CRAC units. All associated electrical works and all required interfacing with the existing fire detection system shall be included in the Contractor's scope.

2.2.4.10 The Contractor shall install necessary supports, brackets, structural steelwork, civil penetrations, firestopping, and sealing materials.

2.2.4.11 The Contractor shall supply and install the air-conditioning units in the pilot room according to specifications contained herein.

2.2.4.12 The Contractor shall supply and install the fresh-air fan (FAN-FA-01) for the pilot room according to specifications contained in the design drawing. The Contractor shall also supply and install all wall-mounted fan support accessories, galvanised circular ducting, duct accessories, and manual control dampers on each fresh-air branch duct serving the air-conditioning units. All associated electrical works and all required interfacing with the existing fire detection system shall be included in the Contractor's scope.

2.2.4.13 The Contractor shall supply and install all ducting, constant volume swirl air terminals, flexible ducting, manual spigot dampers, refrigerant piping, charge refrigerant, return and fresh air plenum boxes, Isolators for indoor units in the pilot room as well as outdoor units including support brackets.

2.2.4.14 The Contractor shall supply and install extraction fan FAN-EX-02 according to specifications on the design drawings including ducting, spigot dampers, disc valves, flexible ducting and supply and installation of ablution door grilles (350mmx350mm) minimum. The contractor shall supply all electrical supplies and perform the electrical works associated with the fan including interface to the existing fire detection.

2.2.4.15 The Contractor shall supply, install, test and commission pilot-room extraction fan FAN-EX-01 at 86.29 L/s and at least 50 Pa, and boardroom extraction fan FAN-EX-03 at 86 L/s and at least 20 Pa, including associated extraction ductwork, grilles, dampers, supports, attenuators, electrical connections, essential power and fire detection interfaces in accordance with drawing SSS-HVAC-LYT-001_UPDATED_UPDATED.

2.2.4.16 The Contractor shall supply and install one (1) kitchen cassette unit including its dedicated fresh air fan FAN-FA-02, ducting, fire damper, electrical supplies and works and interfacing to the fire detection. The specifications are included herein and in the design drawings.

2.2.4.17 The Contractor shall supply and install the boardroom air-conditioning unit according to the specifications contained herein and on the design drawings. Associated refrigerant piping, refrigerant charge, fresh air fan FAN-FA-03 shall also be supplied and installed with associated galvanised support brackets, ducting, fire damper, electrical supplies and works, and interfacing to fire detection.

2.2.4.18 The Contractor shall supply and install the UPS room 1 and room 2 air-conditioning units, electrical supplies and works, interfacing to fire detection, refrigerant piping and refrigerant charge.

2.2.4.19 The Contractor shall provide 1 year warranty maintenance post practical completion.

2.2.5 Control and Instrumentation Scope

2.2.5.1 The Contractor shall supply and install two indoor temperature and humidity sensors in the server room, complete with power supplies.

2.2.5.2 The Contractor shall supply and install an indoor temperature, CO2, Volatile Organic Compound, Particulate matter, formaldehyde and humidity sensor in the pilot room complete with power supply.

2.2.5.3 The Contractor shall supply and install an indoor temperature, CO2, Volatile Organic Compound, Particulate matter, formaldehyde and humidity sensor in the boardroom complete with power supply.

2.2.5.4 The Contractor shall supply and install two indoor temperature, CO2, volatile organic compound, particulate matter, formaldehyde and humidity sensors in the simulation room, complete with power supplies.

2.2.5.5 The Contractor shall supply and install two indoor temperature and humidity sensors in each of UPS Room 1 and UPS Room 2, complete with power supplies.

2.2.5.6 The indoor environmental sensor total shall be ten: equipment/server room 2, simulation room 2, pilot room 1, boardroom 1, UPS Room 1 2 and UPS Room 2 2. Temperature and humidity sensing shall be provided at all ten positions, with additional IAQ parameters where specified. A combined device counts as one sensor and shall not be priced again as a separate temperature/humidity sensor. Fresh-air and extraction-air sensors are additional to this indoor total.

2.2.5.7 The Contractor shall supply and install a PLC complete with I/O modules and power supply to aggregate all sensor device and air-conditioning equipment data.

2.2.5.8 The Contractor shall supply and install an IOT gate way that supports WIFI and 5g.

2.2.5.9 The Contractor shall supply, install and commission a SCADA server and monitor (65 inch) mounted in the maintenance office.

2.2.5.10 The Contractor shall supply and install a suitable SCADA package for access locally and via web.

2.2.5.11 The Contractor shall configure a cloud database and route indoor conditions, alarms and power metering to the continuous database on cloud.

2.2.5.12 The Contractor shall configure a rest API to deliver API payload to an Android APP.

2.2.5.13 The Contractor shall develop native android app using Kotlin and jetpack compose. The app shall use retrofit or equivalent for API calls, have a repository, an App module, use HILT dependency injection, Room database for offline access of indoor conditions, use view Models, workers and schedulers for fetching data, auth module using google firebase, DTOs, Mappers, data models and use coroutines. The app shall use MVVM architecture and shall be designed for tablet and phone use.

2.2.5.14 The Contractor shall supply and install all cabling, cable trays and control panels.

2.2.5.15 The Contractor shall supply and install fresh air sensors for the CRAC units, pilot room, kitchen and boardroom complete with power supply.

2.2.5.16 The Contractor shall supply and install extraction sensors complete with power supply.

2.2.5.17 The Contractor shall integrate the SCADA into the Client’s IT environment if applicable.

2.2.5.18 The Contractor shall implement HVAC controls interfaces using BACnet/IP, BACnet MS/TP, Modbus TCP/IP and Modbus RTU, as applicable to each device and interface. Provide compatible interface modules and gateways where required. MQTT and REST API remain applicable to cloud and application communications.

2.2.6 Testing, Commissioning and Performance Verification

2.2.6.1 The Contractor shall perform pre-commissioning checks, balancing, calibration, alignment, and functional tests of HVAC subsystems.

2.2.6.2 The Contractor shall execute the full commissioning per the design team’s commissioning plan: control logic, sequences, fault testing, alarm handling, redundancy, failure scenarios.

2.2.6.3 The Contractor shall demonstrate compliance with performance and guarantee criteria (temperature control, humidity, airflow, energy use, reliability).

2.2.6.4 The Contractor shall provide On the Job Training (OJT) for client's maintenance/operations staff on system operation, troubleshooting, maintenance, and fault diagnostics.

2.2.7 Documentation, Handover and Warranty

2.2.7.1 The Contractor shall provide complete "as built" drawings, control logic diagrams, wiring diagrams, schematics, instrumentation data sheets, and software configurations.

2.2.7.2 The Contractor shall submit operation & maintenance (O&M) manuals, recommended spare parts, maintenance schedules, and preventive maintenance programs.

2.2.7.3 The Contractor shall provide warranties (equipment, labour, performance) as per contract.

2.2.7.4 The Contractor shall attend to defects arising during the defects liability / warranty period and rectify them.

2.2.8 Project Management, Quality and Site Responsibilities

2.2.8.1 Provide skilled workforce, supervision, quality assurance / quality control (QA/QC), testing documentation, method statements, risk assessments, and hold point submissions.

2.2.8.2 Coordinate with airport operations, safety, security, other contractors, and [SM1.1] design consultant to minimize disruptions.

2.2.8.3 Submit and maintain a construction programme, progress reports, site meeting minutes, and coordinate inspections.

2.2.8.4 Comply with all health & safety, environmental, and regulatory site requirements, including permits, site rules, access controls and approvals.

2.2.8.5 Maintain site cleanliness, protection of finishes, and temporary services (lighting, power, water, etc.) as required.

2.2.9 Maintenance Contract

- The bidder shall provide a detailed maintenance contract, clearly indicating all required maintenance activities such as preventative and corrective maintenance per annum as well as all labour and spare parts costs for a period of 5 years. ATNS does not expect to incur additional costs over the maintenance contract duration. The bidder shall clearly state maintenance terms and conditions.
- Routine maintenance for the HVAC system during the one-year warranty period shall be described, by the bidder. The warranty-year provisional allowances for spares and call-outs remain applicable to approved spares and services that may be required

during the warranty period. Costs already covered by the equipment or installation warranty shall not be charged again against these allowances.

- The maintenance contract shall be for a period of 5 years and commences after the 1-year warranty for the HVAC system. The bidder shall include as part of the bid the technical and pricing schedule for the 5-years support and maintenance of the HVAC system.
- Planned maintenance shall include FAN-EX-01, FAN-EX-02 and FAN-EX-03 and associated extraction ductwork and interfaces. Acquisition pricing includes installation, commissioning and the first warranty-year cloud/application licences, support, hosting and data services; recurring services for the subsequent five maintenance years shall be priced only in the annual maintenance schedule. Gateway hardware shall be priced once, with configuration and commissioning separately identified.
- The contractor shall therefore be responsible to keep the HVAC system fully operational for a total duration of 6 years, comprising a one-year warranty followed by five years of maintenance. The bidder to provide evidence to support this requirement.

Service-Level Agreement

- Should the HVAC system or any of its components malfunction the contractor shall return the system to full operation within 24 hours. This also applies to the warranty and maintenance contract. The bidder to provide evidence to support this requirement.

2.2.10 Exclusions

2.2.10.1 Structural engineering works beyond minor supports / modifications unless explicitly included

2.2.10.2 Fire engineering design except for HVAC interface

2.2.10.3 Major civil works beyond HVAC penetrations

2.2.10.4 Systems or components outside the HVAC / control scope

2.2.10.5 Regulatory approvals (unless explicitly assigned)

2.2.10.6 Utility provisioning beyond direct HVAC interfaces

2.3. Applicable Standards, Codes and Regulations

2.3.1 The Contractor shall execute all works in strict compliance with relevant national, international, and industry standards, including but not limited to:

Standard / Code	Scope / Relevance
SANS 10400 (National Building Regulations series)	General Building Regulations, including Part XA (Energy Usage in Buildings) for thermal insulation and building energy performance
SANS 204: Energy Efficiency in Buildings	Performance requirements, energy demand limits, and design criteria for HVAC services in South Africa
SANS 10147	HVAC / air conditioning standard applicable to South Africa (design, installation, safety)
SANS 347 / PER (Pressure Equipment Regulations)	Requirements for refrigeration and refrigerant system conformity, certification, and inspection
ASHRAE Standards / Guidelines	International best practices for HVAC design, indoor air quality, system performance, sequences, controls, and testing
ISO / EN / International Standards (if referenced by design)	Any ISO / EN standards called out by the design team (e.g. EN 12101 for smoke control)
Local Municipal Codes & Airport Authority Standards	Any additional local building, fire, HVAC, mechanical, electrical, health & safety, or airport operational codes that apply on site
Contract Specification & OEM Standards	Manufacturer's specifications, equipment codes, warranties, and contract specified performance criteria

2.3.2 In case of conflict between standards or codes, the more stringent requirement shall prevail unless directed otherwise by the Employer or design authority.

2.4. HVAC Equipment Specifications

The specifications are based on design calculations and contractors will provide product specifications to achieve the design intent.

2.4.1. Equipment Room CRAC units' specifications

The refined specifications for the CRAC units in the equipment room are as follows:

Parameter	Value
Model Type	Vertiv Liebert PI044DAL3 or similar

Total number of units	3
Duty cycle	2 duty, 1 standby
Minimum net cooling capacity per unit	41.24 kW per unit
Compressor circuits per unit	2
Compressor Type	At least one compressor per unit shall be inverter-driven or digital scroll.
Minimum compressor modulation range	90 percentage points: continuous capacity control from 10% to 100% of rated compressor capacity, supported by manufacturer data.
Minimum Compressor COP	4
External Static Pressure (ESP)	100 Pa
Airflow Configuration	Downflow up
Relative Humidity range	35% to 70%
Power Supply (V-ph-Hz)	400 V - 3 phase - 50 Hz
Refrigerant	R32 or R410A
Unit fan quantity	2
Room Fan modulation range	80% to 90%
Max Sound Pressure (dB-A)	70
Maximum height (mm)	2000
Maximum depth (mm)	900
Maximum width (mm)	1800
Maximum net unit weight	700 kg
Air flow rate, Min (m^3/hr)	15 367
Number of condenser units	2
Condenser cooling method	Air-cooled
Minimum airflow per condenser unit (m^3/hr)	7 440
Max condenser unit weight	90 kg
Corrosion coating on condenser units	Yes
Integration with BMS via Modbus or BACnet Protocols	Yes
Essential Power	Yes

Humidity and Temperature Monitoring	Yes
Temperature & Humidity Sensor Redundancy	Yes
Hot Aisle Containment	Yes
Parameter	**Value**
Interface to Fire Detection	Yes
Fresh Air Supply	Yes
Condensate Drain Pump and Piping	Yes

2.4.2. **UPS Room Unit Specifications**

The refined specifications for the UPS room units are as follows:

Parameter	**Value**
Model Type	LG or similar
Indoor Model Number	ARNU48GV2A4 or Similar
Outdoor Model Number	ARUN120LSS5 or Similar
Unit Type	Under Ceiling Split
Outdoor Unit Fitted with Inverter	Yes
Indoor Unit Power Supply (V/Ph/Hz)	220–240 V, 1 phase, 50 Hz
Outdoor Unit Power Supply (V/Ph/Hz)	380–415 V, 3 phase, 50 Hz
Cooling Capacity per Unit	14 kW
Minimum Heating Capacity	15 kW
Capacity Control Range (Modulation)	40 % - 100 %
Maximum Sound Pressure Level	60 dB(A)
Refrigerant	R32 or R410A
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes
Number of Units per UPS Room	2
Duty Cycle	1 duty, 1 standby
Corrosion Coating on Outdoor Unit	Yes
Essential Power	Yes
Humidity and Temperature Monitoring	Yes
Temperature & Humidity Sensor Redundancy	Yes
Interface to Fire Detection	Yes
Drain Pan & Condensate Drain Piping	Yes

Parameter	Value
Temperature-Locked & Wall Mounted Controller with Interface Module	Yes
Locked Temperature Setpoint	18 °C

2.4.3. Boardroom Unit Specifications

The refined specification for the boardroom unit is as follows:

Parameter	Value
Model Type	LG or similar
Indoor Model Number	UM48 N34 or similar
Outdoor Model Number	UU48W U32 or similar
Unit Type	Hideaway ducted unit
Outdoor Unit Fitted with Inverter	Yes
Power Supply (V-ph-Hz)	220-240 V, 1 phase, 50 Hz
Cooling Capacity per Unit	15.4 kW
Minimum Heating Capacity	18.2 kW
Capacity Control Range (Modulation)	40 % – 100 %
Maximum Sound Pressure Level	40 dB(A)
Refrigerant	R32 or R410A
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes
Duty Cycle	1 duty, no standby unit
Wall Mounted Controller with Interface Module	Yes
Essential Power	Yes

2.4.4. Kitchen Unit Specifications

The refined specification for the kitchen

Parameter	Value
Model Type	LG or similar
Indoor Model Number	ARNU48GTAB4 Cassette or similar
Outdoor Model Number	ARUB060GSS4 Multi V S or similar
Unit Type	Cassette unit
Outdoor Unit Fitted with Inverter	Yes
Power Supply (V-ph-Hz)	220-240 V, 1 phase, 50 Hz

Cooling Capacity per Unit	14 kW
Minimum Heating Capacity	15 kW
Capacity Control Range (Modulation)	40 % – 100 %
Maximum Sound Pressure Level	60 dB(A)
Refrigerant	R32 or R410A
Parameter	**Value**
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes
Duty Cycle	1 duty, no standby unit
Wall Mounted Controller with Interface Module	Yes
Interface to Fire Detection	Yes
Essential Power	Yes

2.4.5. **Pilot Room Unit Specifications**

The pilot room unit specifications have been refined as follows:

Parameter	**Value**
Model Type	LG or similar
Indoor Model Number	UM48 N34 or similar
Outdoor Model Number	UU48W U32 or similar
Unit Type	Hideaway ducted unit
Number of Units	2
Outdoor Unit Fitted with Inverter	Yes
Power Supply per Unit (V-ph-Hz)	220-240 V, 1 phase, 50 Hz
Cooling Capacity per Unit	14 kW
Minimum Heating Capacity	15 kW
Capacity Control Range (Modulation)	40 % – 100 %
Maximum Sound Pressure Level	60 dB(A)
Refrigerant	R32 or R410A
Condensate Drainage Piping	Yes
Corrosion Protection Coating	Yes
Integration with BMS via Modbus or BACnet	Yes

Duty Cycle	2 duty with 50 % modulation
Independent Temperature Control	Yes
Essential Power	Yes
Humidity & Temperature Monitoring	Yes
Temperature & Humidity Sensor Redundancy	Yes
Parameter	**Value**
Interface to Fire Detection	Yes
Fresh Air Supply	Yes
Condensate Drain Pump & Piping	Yes
Locked Temperature Setpoint	20 °C

2.4.6. **Simulation Room Unit Specifications**

2.4.6.1 Simulation room specifications remain unchanged. The simulation room currently obtains conditioned air from the CRAC units in the equipment room via floor grilles. There are 27 air terminals each with a maximum of 200 litres/second. Four of these air terminals supply cooling air to the simulation computers. ATNS has expressed a view to maintain comfort cooling in the Simulation Room via the same CRAC units and maintain the similar configuration. The implication of this is, the CRAC units will need to be supplied with fresh air to meet the requirements of SANS 10400 Part O. Fresh air shall be supplied via FAN-FA-04 at 45 L/s (162 m³/h), in accordance with drawing SSS-HVAC-LYT-001_UPDATED_UPDATED.

2.4.6.2 Floor heaters will be replaced with similar 1kw heaters. This will be the only way the simulator room temperature may be altered.

2.4.7. **Ducting and Accessories Specifications**

The ducting specifications are indicated on the HVAC layout drawing in SSS-HVAC-LYT-001_Updated.

2.4.8. **Fresh Air Fan Specification**

Fresh air fan specifications are indicated on the HVAC Layout drawing in SSS-HVAC-LYT-001_Updated.

2.4.9. **Ablution and Kitchen Extraction Fan Specifications**

The ablution and kitchen extraction fan specifications are indicated on the SSS HVAC layout drawing in SSS-HVAC-LYT-001_Updated.

2.4.10. **Controls and Monitoring**

2.4.10.1. **Zones and connected equipment**

The schedule of zones and connected equipment is as follows:

Location	Equipment	Quantity	Control / Monitoring Points
Equipment Room	Vertiv Liebert CRAC Units	3	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensors	2	Temperature, Humidity
	Fresh Air Fan	1	Start/Stop, Status
Simulation Room	T & H Sensors	2	Temperature, Humidity
Pilot Room	Hideaway Ducted Units	2	Start/Stop, Temperature Setpoint, Alarms, Status
	Fresh Air Fan	1	Start/Stop, Status
	T & H Sensor	1	Temperature, Humidity
Kitchen	Cassette Unit	1	Start/Stop, Temperature Setpoint, Alarms, Status
	Extraction Fan	1	Start/Stop, Status
	Fresh Air Fan	1	Start/Stop, Status
Boardroom	Hideaway Unit	1	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensor	1	Temperature, Humidity
	Fresh Air Fan	1	Start/Stop, Status
UPS Room 1	Suspended Ceiling Units	2	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensors	2	Temperature, Humidity
UPS Room 2	Suspended Ceiling Units	2	Start/Stop, Temperature Setpoint, Alarms, Status
	T & H Sensors	2	Temperature, Humidity

2.4.10.2. **Components List**

2.4.10.2.1. Edge Computing Equipment

2.4.10.2.1.1. WACO BMS Native Controllers (with support for BACnet/IP and Modbus TCP/IP)

2.4.10.2.1.2. IoT Edge Gateway for cloud data transmission (support for MQTT)

2.4.10.2.1.3. BACnet/IP and Modbus Controllers: WAGO 750-831 PLC (or equivalent) and Modbus RTU Interface for Vertiv Liebert CRAC units and fans

2.4.10.2.2. Sensors

Temperature and Humidity Sensors:

2.4.10.2.2.1. Vaisala HMP7 (or equivalent)

2.4.10.2.2.2. Communication Protocol: Modbus RTU or BACnet MS/TP

2.4.10.2.3. Indoor Unit Interface

BACnet Interface Modules:

2.4.10.2.3.1. For the offered Vertiv Liebert CRAC units or equivalent: provide OEM-compatible BACnet/IP, BACnet MS/TP, Modbus TCP/IP or Modbus RTU interface modules, selected to suit the approved controls architecture.

2.4.10.2.3.2. For Ducted Units and Fans: Siemens BACnet Gateway (e.g., Siemens G120 or similar)

2.4.10.2.4. Gateways

BACnet/IP to Modbus TCP Gateway:

2.4.10.2.4.1. HMS Anybus Communicator

IoT Edge Gateway:

2.4.10.2.4.2. Siemens IOT2050 (or equivalent) – supports MQTT, REST API

2.4.10.3. Communication Protocols

The communication protocols are shown in the table below.

Component	Protocol	Connectivity
Vertiv Liebert CRAC Units	BACnet/IP	Ethernet
Ducted Units	Modbus RTU (RS485)	Serial
T & H Sensors	Modbus RTU or BACnet MS/TP	Serial
Fans	Modbus RTU or BACnet MS/TP	Serial
Cloud Interface	MQTT or HTTPS	TCP/IP
IoT Edge Gateway	MQTT	TCP/IP
Android App Interface	REST API	HTTPS

2.4.10.4. **Cabling types**

The cabling types are shown in the table below.

Equipment	Cable Type	Maximum Distance
Vertiv Liebert CRAC Units (BACnet)	Cat6 Ethernet	100 m
Modbus RTU Devices	Shielded Twisted Pair (RS485)	1200 m
BACnet MS/TP Sensors	Shielded Twisted Pair (RS485)	1200 m
IoT Gateway to Cloud	Cat6 Ethernet	100 m

2.4.10.5. **Minimum Engineering Station Specifications**

The engineering station specifications are shown in the table below. Contractor can propose alternative equivalent specifications.

Specification	Minimum Requirement
Processor	Intel i7 (or higher)
RAM	16 GB (or higher)
Storage	1 TB SSD
Graphics	Integrated or dedicated GPU
OS	Windows 10/11 Pro
Ports	Ethernet, USB 3.0
Software	WACO BMS Software, BACnet Explorer, Modbus Tools

2.4.10.6. **VPN Requirements**

The VPN requirements are shown below.

2.4.10.6.1. VPN Type: L2TP/IPSec or OpenVPN

2.4.10.6.2. Encryption: AES-256

2.4.10.6.3. Authentication: Certificate-based + Multi-Factor Authentication (MFA)

2.4.10.6.4. Firewall Whitelisting: Only allow access to BMS server IP over VPN

2.4.10.7. **IT Firewall Requirements**

The IT firewall requirements are shown below.

Cisco ASA or Fortinet FG60E Allow:

2.4.10.7.1. BACnet/IP (port 47808)

2.4.10.7.2. Modbus TCP/IP (port 502)

2.4.10.7.3. MQTT (port 1883)

2.4.10.7.4. HTTPS (port 443)

2.4.10.7.5. Block All incoming connections except VPN and BMS-related ports

2.4.10.8. **Cloud Server Requirements**

2.4.10.8.1. The cloud server requirements are shown below.

2.4.10.8.2. Cloud Platform:

AWS EC2 (or Azure VM)

2.4.10.8.3. OS:

Linux Ubuntu 22.04

2.4.10.8.4. Data Logging:

InfluxDB or TimescaleDB (for time-series data)

2.4.10.8.5. API Exposure:

Node.js (Express) or Python (Flask) to expose REST API

2.4.10.8.6. Authentication:

OAuth2 with JWT Tokens

2.4.10.9. **Android application Requirements**

The android application requirements are shown below.

App Design

2.4.10.9.1. Language: Kotlin

2.4.10.9.2. Data Source: REST API over HTTPS

2.4.10.9.3. Functionalities:

2.4.10.9.3.1. Display Temperature and Humidity values for each room

2.4.10.9.3.2. Alarm Notification for high/low thresholds

2.4.10.9.3.3. Start/Stop control for HVAC units and fans

2.4.10.9.3.4. Secure login using OAuth2

2.4.10.9.4. UI Components:

2.4.10.9.4.1. Room overview screen

2.4.10.9.4.2. Detailed view of each room

2.4.10.10. **Networking and IP Allocation**

The networking and IP allocation requirements are shown below.

Device	IP Type	IP Address Range

WACO Controllers	Static	192.168.1.100 – 192.168.1.120
Sensors	Static	192.168.1.121 – 192.168.1.140
IoT Gateway	Static	192.168.1.141
Engineering Station	Static	192.168.1.142
Firewall	Static	192.168.1.1
Cloud Server	Static (Public IP)	AWS Elastic IP

2.4.10.11. **Alarming and Logging requirements**

The alarming and logging requirements are shown below.

Alarms:

2.4.10.11.1. High/Low Temperature Threshold

2.4.10.11.2. High/Low Humidity Threshold

2.4.10.11.3. CRAC Unit Failure

2.4.10.11.4. Fan Failure

Logging:

2.4.10.11.5. Temperature/Humidity sampled every 30 seconds

2.4.10.11.6. Data stored in Cloud Database

2.4.10.11.7. Retention Period: 12 months

2.5. Project Management Requirements

2.5.1. General

2.5.1.1. Scope

The Contractor shall provide full project management services for the replacement of the HVAC system at the System Support Suite (SSS) Building, including:

2.5.1.1.1. Supply of HVAC equipment

2.5.1.1.2. Delivery to site

2.5.1.1.3. Installation of all mechanical, electrical and control components

2.5.1.1.4. Testing, commissioning and handover

2.5.1.2. Standards and frameworks

Project management activities shall comply with:

2.5.1.2.1. Construction Contract requirements

2.5.1.2.2. ATNS project governance procedures

2.5.1.2.3. Applicable SANS and HVAC standards

2.5.2. **Project Execution and Management**

2.5.2.1. Project management plan

2.5.2.1.1. Preparation and submission

The Contractor shall prepare a comprehensive Project Management Plan within two (2) weeks of contract award.

2.5.2.1.2. Content requirements

The Project Management Plan shall include:

2.5.2.1.2.1. Project objectives and scope definition

2.5.2.1.2.2. Project organisation structure and reporting lines

2.5.2.1.2.3. Roles and responsibilities of key personnel

2.5.2.1.2.4. Communication plan and stakeholder management strategy

2.5.2.1.2.5. Document control procedures

2.5.2.1.2.6. Change management procedures

2.5.2.1.2.7. Interface management (mechanical, electrical, Fire, BMS)

2.5.3. **Project Management, Quality and Site Responsibilities**

2.5.3.1. General

The Contractor shall be fully responsible for project management, quality assurance, site coordination and compliance with all operational and regulatory requirements.

2.5.3.1.1. Workforce, quality and documentation

The Contractor shall:

2.5.3.1.2. Provide a suitably skilled and competent workforce

2.5.3.1.3. Provide adequate supervision for all site activities

2.5.3.1.4. Implement quality assurance and quality control (QA/QC) systems

2.5.3.1.5. Prepare and submit method statements for all critical activities

2.5.3.1.6. Prepare and submit risk assessments for all construction activities

2.5.3.1.7. Maintain testing and inspection documentation

2.5.3.1.8. Submit hold point notifications for Employer approval where required

2.5.3.1.9. Coordination and stakeholder management

The Contractor shall:

2.5.3.1.9.1. Coordinate all works with airport operations to avoid disruptions

2.5.3.1.9.2. Coordinate with safety and security departments

2.5.3.1.9.3. Coordinate with other contractors working on site

2.5.3.1.9.4. Liaise with the appointed design consultant for technical alignment

2.5.3.1.9.5. Plan works to minimise operational and passenger impact

2.5.3.1.10. Programme, reporting and inspections

The Contractor shall:

2.5.3.1.10.1. Develop and maintain a detailed construction programme

2.5.3.1.10.2. Update the programme regularly in line with progress

2.5.3.1.10.3. Submit regular progress reports to the Employer

2.5.3.1.10.4. Prepare and circulate site meeting minutes

2.5.3.1.10.5. Coordinate and schedule inspections with the Employer and relevant authorities

2.5.3.1.10.6. Track and close out inspection findings

2.5.3.1.11. Health, safety, environmental and regulatory compliance

The Contractor shall:

2.5.3.1.11.1. Comply with all health and safety requirements in terms of applicable legislation

2.5.3.1.11.2. Comply with environmental requirements and controls

2.5.3.1.11.3. Comply with all site-specific rules and regulations

2.5.3.1.11.4. Obtain and maintain all required permits and approvals

2.5.3.1.11.5. Ensure compliance with access control procedures (airside and landside where applicable)

2.5.3.1.11.6. Ensure all personnel are inducted and authorised to work on site

2.5.3.1.12. Site management and temporary works

The Contractor shall:

2.5.3.1.13. Maintain site cleanliness and good housekeeping at all times

2.5.3.1.14. Protect existing finishes, equipment and infrastructure

2.5.3.1.15. Provide temporary services as required, including:

2.5.3.1.15.1. Temporary lighting

2.5.3.1.15.2. Temporary power supply

2.5.3.1.15.3. Temporary water supply

2.5.3.1.15.3.1. Ensure safe and orderly site conditions throughout the project

2.5.3.1.15.3.2. Remove waste and dispose of it in accordance with environmental requirements

2.5.4. **Project Status Reports**

2.5.4.1. Reporting frequency

The Contractor shall submit Project Status Reports on a monthly basis.

2.5.4.2. Content of reports

Each report shall include:

2.5.4.2.1. Summary of work completed

2.5.4.2.2. Progress against programme

2.5.4.2.3. Key milestones achieved

2.5.4.2.4. Planned activities

2.5.4.2.5. Risk and issue updates

2.5.4.2.6. Health and safety performance

2.5.4.2.7. Quality performance

2.5.4.2.8. Financial status

2.5.5. **Project Schedule**

2.5.5.1. Programme requirements

The Contractor shall develop a detailed Project Schedule in accordance with NEC3.

2.5.5.2. Programme content

The programme shall include:

2.5.5.2.1. All project activities

2.5.5.2.2. Critical path

2.5.5.2.3. Procurement timelines

2.5.5.2.4. Installation sequence

2.5.5.2.5. Commissioning activities

2.5.6. **Project and Technical Review Meetings**

2.5.6.1. Meeting requirements

The Contractor shall:

2.5.6.2. Attend project meetings

2.5.6.3. Prepare meeting agendas

2.5.6.4. Issue minutes within 48 hours

2.5.6.5. Track action items

2.5.7. **Installation Management Plan**

The Contractor shall prepare an Installation Management Plan including:

2.5.7.1. Installation methodology

2.5.7.2. Site logistics

2.5.7.3. Lifting procedures

2.5.7.4. Shutdown planning

2.5.7.5. Coordination with existing services

2.5.8. **Resource Allocation Plan**

The Contractor shall prepare a Resource Allocation Plan including:

2.5.8.1. Personnel

2.5.8.2. Equipment

2.5.8.3. Subcontractors

2.5.9. **Testing, Evaluation, Acceptance and Commissioning**

The Contractor shall:

2.5.9.1. Perform FAT and SAT

2.5.9.2. Conduct performance testing

2.5.9.3. Commission HVAC systems

2.5.9.4. Provide commissioning reports

2.5.10. **Risk Management**

The Contractor shall:

2.5.10.1. Develop and maintain a risk register

2.5.10.2. Identify and mitigate risks

2.5.10.3. Report risks regularly

2.5.11. **Quality Assurance**

The Contractor shall:

2.5.11.1. Implement a quality management system

2.5.11.2. Develop inspection and test plans

2.5.11.3. Conduct inspections and audits

2.5.11.4. Rectify defects

2.5.12. **Deliverables Summary**

The Contractor shall provide:

2.5.12.1. Project Management Plan
2.5.12.2. Construction Programme
2.5.12.3. Progress Reports
2.5.12.4. Installation Management Plan
2.5.12.5. Risk Register
2.5.12.6. QA/QC Documentation
2.5.12.7. Commissioning Reports
2.5.12.8. As-built Drawings
2.5.12.9. O&M Manuals

2.6. Project Safety Management Requirements

2.6.1. General

2.6.1.1. Scope

The Contractor shall be fully responsible for the planning, implementation and management of all health and safety requirements for the duration of the project.

2.6.1.2. Applicable legislation and standards

The Contractor shall comply with:

2.6.1.3. Occupational Health and Safety Act (Act 85 of 1993)
2.6.1.4. Construction Regulations, 2014
2.6.1.5. Applicable SANS standards
2.6.1.6. ATNS safety policies and procedures
2.6.1.7. Any other applicable statutory and regulatory requirements

2.6.2. Safety Management System

2.6.2.1. **Safety Plan**

The Contractor shall develop and submit a Project Health and Safety Plan prior to commencement of any site activities.

The Safety Plan shall include:

2.6.2.1.1. Project-specific safety objectives
2.6.2.1.2. Site-specific hazards and risk controls
2.6.2.1.3. Emergency procedures
2.6.2.1.4. Incident management procedures
2.6.2.1.5. Safety roles and responsibilities

2.6.2.2. **Safety File**

The Contractor shall establish and maintain a Health and Safety File on site, which shall include:

2.6.2.2.1. Approved Health and Safety Plan
2.6.2.2.2. Risk assessments and method statements
2.6.2.2.3. Proof of competency and training records
2.6.2.2.4. Medical fitness certificates
2.6.2.2.5. Incident and inspection records
2.6.2.2.6. Statutory compliance documentation

2.6.3. **Legal Appointments and Competency**

2.6.3.1. Appointments

The Contractor shall make all required legal appointments in terms of the OHS Act and Construction Regulations, including:

2.6.3.1.1. Construction Manager
2.6.3.1.2. Construction Supervisor(s)
2.6.3.1.3. Safety Officer
2.6.3.1.4. First Aiders
2.6.3.1.5. Fire Fighters

2.6.3.2. Competency requirements

The Contractor shall ensure that:

2.6.3.2.1. All personnel are competent and trained for their tasks
2.6.3.2.2. All operators of plant and equipment are certified
2.6.3.2.3. All personnel have valid medical fitness certificates

2.6.4. **Hazard Identification and Risk Management**

2.6.4.1. Risk assessments

The Contractor shall conduct detailed risk assessments for all activities, including:

2.6.4.1.1. HVAC equipment installation
2.6.4.1.2. Working at heights
2.6.4.1.3. Lifting operations
2.6.4.1.4. Electrical work
2.6.4.1.5. Confined space entry (if applicable)

2.6.4.2. Method statements

Safe work method statements shall be developed and approved prior to execution of high-risk activities.

2.6.4.3. Continuous risk monitoring

The Contractor shall:

2.6.4.4. Review risks regularly

2.6.4.5. Update risk assessments as conditions change

2.6.4.6. Implement corrective actions where required

2.6.5. **Permit-To-Work System**

2.6.5.1. Permit requirements

The Contractor shall comply with all permit-to-work requirements applicable to the site, including:

2.6.5.1.1. Hot work permits

2.6.5.1.2. Electrical isolation permits

2.6.5.1.3. Confined space entry permits

2.6.5.1.4. Working at heights permits

2.6.5.2. Permit compliance

No work shall commence without the required approved permits in place.

2.6.6. **Site access and induction**

2.6.6.1. Site induction

All personnel shall:

2.6.6.1.1. Undergo site-specific airside safety induction

2.6.6.1.2. Be briefed on emergency procedures

2.6.6.1.3. Be familiar with site hazards and controls

2.6.6.1.4. Complete all required ACSA training prior to applying for access permits

2.6.6.2. Access control and ACSA Permits

The Contractor shall ensure:

2.6.6.2.1. Only authorised personnel access the site

2.6.6.2.2. Compliance with airport security requirements

2.6.6.2.3. Valid access permits are maintained at all times

2.6.6.3. ACSA security permit requirements

The following shall apply with respect to access (security) permits:

2.6.6.3.1. Access (security) permits are issued exclusively by Airports Company South Africa (ACSA)

2.6.6.3.2. Air Traffic and Navigation Services (ATNS) has no control over the issuing of access permits

2.6.6.3.3. No personnel or vehicles shall be allowed access to site without valid ACSA-issued permits

2.6.6.4. Mandatory ACSA training requirements

Prior to applying for an access permit, each individual shall complete the following mandatory training:

2.6.6.4.1. ACSA Security Awareness Training

2.6.6.4.2. ACSA General Safety Awareness Training

2.6.6.4.3. ACSA Airside Induction Training (where airside access is required)

The Contractor shall ensure that:

2.6.6.4.4. Training is scheduled through the ACSA training platform (ACSAlearn.co.za or approved equivalent)

2.6.6.4.5. All training is completed successfully prior to permit application

2.6.6.4.6. Upfront payment is made for training before access to the training platform is granted

2.6.6.5. Permit application process

Upon completion of all required training:

2.6.6.5.1. The Contractor shall submit permit applications to the ACSA permit office

2.6.6.5.2. Proof of completed training shall form part of the permit application

2.6.6.5.3. All required documentation shall be completed accurately

2.6.6.5.4. Payment for permits shall be made upon collection at the permit office

2.6.6.6. Vehicle permits

Where required:

2.6.6.6.1. The Contractor shall apply for vehicle permits concurrently with personnel permits

2.6.6.6.2. Vehicle permit applications shall be submitted to the ACSA permit office

2.6.6.6.3. Only authorised vehicles with valid permits shall be allowed access to site

2.6.6.7. Contractor responsibility

The Contractor shall:

2.6.6.7.1. Ensure all personnel comply with ACSA security and safety requirements

2.6.6.7.2. Plan training and permit applications in advance to avoid delays

2.6.6.7.3. Ensure that personnel requiring airside access have completed the ACSA airside induction

2.6.6.7.4. Bear all costs associated with training and permits unless otherwise stated

2.6.6.7.5. Ensure that no personnel access site without valid permits and completed training

2.6.7. **Personal Protective Equipment (PPE)**

2.6.7.1. PPE requirements

The Contractor shall provide and enforce the use of appropriate PPE, including:

2.6.7.1.1. Safety helmets

2.6.7.1.2. Safety boots

2.6.7.1.3. High-visibility clothing

2.6.7.1.4. Eye and face protection (where applicable)

2.6.7.1.5. Hearing protection (where applicable)

2.6.7.1.6. Fall protection equipment (where applicable)

2.6.7.2. PPE compliance

The Contractor shall ensure that:

2.6.7.2.1. PPE is worn at all times where required

2.6.7.2.2. PPE is maintained in good condition

2.6.8. **Plant, Equipment and Tools Safety**

2.6.8.1. Equipment compliance

All plant and equipment shall:

2.6.8.1.1. Be inspected prior to use

2.6.8.1.2. Have valid inspection certificates

2.6.8.1.3. Be suitable for the intended use

2.6.8.2. Lifting equipment

All lifting equipment and lifting operations shall:

2.6.8.2.1. Be carried out by certified personnel

2.6.8.2.2. Be supported by lifting plans

2.6.8.2.3. Use certified lifting gear

2.6.9. **Emergency Preparedness and Response**

2.6.9.1. Emergency procedures

The Contractor shall develop emergency procedures covering:

2.6.9.1.1. Fire emergencies

2.6.9.1.2. Medical emergencies

2.6.9.1.3. Evacuation procedures

2.6.9.1.4. Equipment failure incidents

2.6.9.2. Emergency equipment

The Contractor shall provide:

2.6.9.2.1. Fire extinguishers

2.6.9.2.2. First aid kits

2.6.9.2.3. Emergency contact information

2.6.10. **Incident Management**

2.6.10.1. Incident reporting

All incidents shall be:

2.6.10.1.1. Reported immediately to the Employer

2.6.10.1.2. Recorded in the safety file

2.6.10.2. Incident investigation

The Contractor shall:

2.6.10.2.1. Investigate all incidents

2.6.10.2.2. Identify root causes

2.6.10.2.3. Implement corrective actions

2.6.11. **Safety Inspections and Audits**

2.6.11.1. Inspections

The Contractor shall conduct:

2.6.11.1.1. Daily site safety inspections

2.6.11.1.2. Weekly formal inspections

2.6.11.2. Audits

The Contractor shall:

2.6.11.2.1. Participate in Employer safety audits

2.6.11.2.2. Address audit findings promptly

2.6.12. **High-Risk Activities**

The Contractor shall ensure strict controls for high-risk activities, including:

2.6.12.1. Working at heights
2.6.12.2. Lifting heavy HVAC equipment
2.6.12.3. Electrical installations
2.6.12.4. Working in confined or restricted spaces

2.6.13. **Environmental Safety Interface**

The Contractor shall ensure that safety measures consider environmental protection, including:

2.6.13.1. Prevention of spills and leaks
2.6.13.2. Proper waste handling
2.6.13.3. Control of dust and noise

2.6.14. **Safety Deliverables**

The Contractor shall provide the following:

2.6.14.1. Health and Safety Plan
2.6.14.2. Risk Assessments and Method Statements
2.6.14.3. Safety File
2.6.14.4. Incident Reports
2.6.14.5. Inspection and Audit Records
2.6.14.6. Training and Induction Records

2.7. Maintenance of HVAC System at System Support Suite (SSS) Building

2.7.1. Scope

The Contractor shall provide planned, preventative and corrective maintenance services for all HVAC equipment installed at the System Support Suite (SSS) Building.

The maintenance services shall include:

2.7.1.1. Preventative maintenance
2.7.1.2. Routine inspections
2.7.1.3. Condition monitoring
2.7.1.4. Corrective maintenance
2.7.1.5. Testing and performance verification

2.7.2. Reference to Maintenance Schedule

2.7.2.1. Maintenance schedule

The detailed maintenance requirements for each equipment type are defined in the: “Maintenance Schedule Spreadsheet

2.7.3. **Interpretation**

The Contractor shall:

2.7.3.1. Refer to the maintenance schedule for all maintenance activities

2.7.3.2. Execute all tasks listed per equipment type

2.7.3.3. Adhere to the specified maintenance frequencies

2.7.3.4. Comply with task-specific requirements defined in each tab

2.7.4. **Priority of Document**

In the event of any ambiguity:

2.7.4.1. The maintenance schedule shall take precedence for defining tasks and frequencies

2.7.4.2. This scope shall define the execution requirements and responsibilities

2.7.5. **Maintenance Philosophy**

2.7.5.1. Preventative maintenance

The Contractor shall perform preventative maintenance in accordance with:

2.7.5.1.1. The maintenance schedule

2.7.5.1.2. OEM recommendations

2.7.5.1.3. Applicable SANS and HVAC standards

2.7.5.2. Condition-based maintenance

Where applicable, the Contractor shall:

2.7.5.2.1. Monitor equipment condition

2.7.5.2.2. Identify early signs of failure

2.7.5.2.3. Recommend corrective actions

2.7.5.3. Corrective maintenance

The Contractor shall:

2.7.5.3.1. Rectify defects identified during inspections

2.7.5.3.2. Respond to breakdowns

2.7.5.3.3. Restore equipment to operational condition

2.7.6. **Equipment Coverage**

2.7.6.1. Equipment included

The scope shall cover all HVAC-related equipment listed in the maintenance schedule.

2.7.6.1.1. Equipment classification

Each equipment category shall be maintained in accordance with its respective maintenance regime in the maintenance schedule.

2.7.6.2. Maintenance execution requirements

2.7.6.2.1. Planned maintenance

The Contractor shall:

2.7.6.2.1.1. Execute all maintenance tasks as per the defined frequencies

2.7.6.2.1.2. Plan maintenance activities to minimise operational disruption

2.7.6.2.1.3. Coordinate shutdowns where required

2.7.6.2.2. Task execution

For each maintenance activity, the Contractor shall:

2.7.6.2.2.1. Follow the procedures defined in the maintenance schedule

2.7.6.2.2.2. Use appropriate tools and equipment

2.7.6.2.2.3. Use qualified and competent personnel

2.7.6.2.3. Compliance with OEM requirements

Where OEM requirements exceed the maintenance schedule:

2.7.6.2.3.1. The Contractor shall follow OEM recommendations

2.7.6.2.3.2. The Contractor shall notify the Employer of any deviations

2.7.7. **Inspection and Testing**

2.7.7.1. Routine inspections

The Contractor shall perform inspections in accordance with the maintenance schedule, including:

2.7.7.1.1. Visual inspections

2.7.7.1.2. Functional checks

2.7.7.1.3. Safety checks

2.7.7.2. Performance Testing

The Contractor shall verify performance including:

2.7.7.2.1. Airflow rates

2.7.7.2.2. Temperature control

2.7.7.2.3. System response

2.7.7.2.4. Noise and vibration levels

2.7.8. **Reporting Requirements**

2.7.8.1. Maintenance reports

The Contractor shall submit maintenance reports including:

2.7.8.1.1. Completed maintenance activities

2.7.8.1.2. Findings and observations

2.7.8.1.3. Identified defects

2.7.8.1.4. Recommendations

2.7.8.2. Defect reporting

All defects shall be:

2.7.8.2.1. Logged and categorised

2.7.8.2.2. Reported to the Employer

2.7.8.2.3. Tracked to closure

2.7.9. **Coordination and Access**

2.7.9.1. Operational coordination

The Contractor shall:

2.7.9.1.1. Coordinate maintenance with building operations

2.7.9.1.2. Ensure minimal disruption to occupants

2.7.9.2. Access requirements

The Contractor shall:

2.7.9.2.1. Comply with site access procedures

2.7.9.2.2. Coordinate with security and facility management

2.7.10. **Quality Requirements**

2.7.10.1. Workmanship

All maintenance work shall:

2.7.10.1.1. Be performed to a high standard

2.7.10.1.2. Comply with applicable codes and standards

2.7.10.2. Verification

The Contractor shall:

2.7.10.2.1. Verify that maintenance tasks are completed correctly

2.7.10.2.2. Ensure equipment is fully operational after maintenance

2.7.11. **Health and Safety**

The Contractor shall comply with all safety requirements as defined in:

2.7.11.1.1. Project Safety Management Requirements

2.7.11.1.2. Applicable legislation and ATNS procedures

2.7.12. **Spare Parts and Consumable Procurement and Pricing**

2.7.12.1. General

The Contractor shall be responsible for sourcing and supply of spare parts and consumables required for maintenance activities.

All procurement shall be conducted in a transparent, auditable and cost-effective manner.

2.7.12.2. Third-party quotations

The Contractor shall:

2.7.12.2.1. Obtain quotations for spare parts from third-party suppliers

2.7.12.2.2. Submit original supplier quotations to the Employer for approval prior to procurement

2.7.12.2.3. Ensure quotations are itemised, valid and traceable to the supplier

2.7.12.3. **Pricing Basis**

All pricing for spare parts and consumables shall be:

2.7.12.3.1. Based on supplier quotations

2.7.12.3.2. Excluding Value Added Tax (VAT)

2.7.12.3.3. Clearly showing unit rates and total costs

VAT shall be treated separately in accordance with applicable legislation.

2.7.12.4. **Contract mark-up**

The Contractor shall apply a mark-up to the approved supplier quotation in accordance with the contract conditions.

The following shall apply:

2.7.12.4.1. The mark-up shall be limited to the agreed contract percentage

2.7.12.4.2. The mark-up shall be applied to the net supplier price (excluding VAT)

2.7.12.4.3. No additional hidden costs or fees shall be included

2.7.12.5. **Discounts and Rebates**

All discounts, rebates or preferential pricing obtained from suppliers shall:

2.7.12.5.1. Be fully disclosed to the Employer

2.7.12.5.2. Accrue in full to the benefit of the Employer

2.7.12.5.3. Be reflected in the final invoiced amount

The Contractor shall not retain any undisclosed discounts or rebates.

2.7.12.6. **Transparency and Audit**

The Contractor shall:

2.7.12.6.1. Provide full transparency on supplier pricing

2.7.12.6.2. Submit all supporting documentation including quotations and invoices

2.7.12.6.3. Allow the Employer to audit all procurement transactions

2.7.12.7. **Approval prior to procurement**

No spare parts shall be procured unless:

2.7.12.7.1. The Employer has approved the supplier quotation

2.7.12.7.2. The pricing complies with the contract requirements

2.7.12.8. **Non-compliance**

Failure to comply with these requirements may result in:

2.7.12.8.1. Rejection of costs

2.7.12.8.2. Non-payment for unapproved or non-compliant procurement

2.7.12.8.3. Requirement to resubmit compliant quotations

2.7.13. **Deliverables**

The Contractor shall provide:

2.7.13.1. Maintenance execution records

2.7.13.2. Inspection reports

2.7.13.3. Defect logs

2.7.13.4. Performance verification reports

2.7.13.5. Updated maintenance records

3. Validity Period

3.1. Proposals must remain valid for 120 days from submission.

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

3.3. 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.

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

4. Clarifications Before Bid Closure.

4.1. All queries should be directed to:

4.1.1. Zanele Mbiza zanelemb@atns.co.za cc: tenders@atns.co.za

4.1.2. Insert the reference + Description of tender on the subject line

4.1.3. All written queries and requests for clarification regarding this bid must be submitted using the Form of Questionnaire (Appendix A) by latest **22 January 2027 at 17h00** CAT.

4.1.4. All written queries and requests for clarification must be submitted in writing and will be responded to no later than **29 January 2027 at 17h00 CAT**

4.1.5. 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 **29 January 2027** at **17h00 CAT**

5. Clarification after Bid Closure

5.1. All queries should be directed to

5.2. Specialist: Acquisition Management

5.3. Pulane Kakumbi: Pulanek@atns.co.za **cc (**Tenders@atns.co.za**)**

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

6. Bid Submission Structure

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

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

- **Volume 1A**: General instructions and administrative requirements (*Excluding SBD 3.2 and 6.1*)
- **Phase 1**: Administrative requirements
- **Phase 2**: Mandatory requirements

6.1.2 **Parcel B – Functionality Requirements**

- **Phase 3**: Functionality

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

- **SBD 3.2** - 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)

6.1.2. All volumes referenced herein form an integrated and indivisible part of the procurement bid and must be read holistically and in conjunction with one another. In accordance with the Public Finance Management Act (PFMA), the Preferential Procurement Policy Framework Act (PPPFA), and relevant National Treasury Regulations, no individual volume or parcel may be considered in isolation for the purposes of evaluation, adjudication, or contractual enforcement.

6.1.3. The bid documentation has been structured to ensure that each volume plays a complementary and reinforcing role and must therefore be interpreted and responded to as a cohesive whole. Any deviation from this integrated approach may result in the bid being deemed non-responsive in terms of applicable procurement legislation.

6.1.4. Bidders are hereby reminded that their submissions must demonstrate complete alignment and responsiveness across all parcels and volumes, as each element is integral to the legal enforceability, technical adequacy, and successful execution of the resulting contract.

6.1.5. Non-alignment with this requirement may compromise procedural fairness and expose the process to risk in terms of Section 217 of the Constitution, which requires procurement to be fair, equitable, transparent, competitive, and cost-effective.

6.1.6. It is the responsibility of the bidder to ensure that all bid components are mutually consistent and compliant with all applicable legal and regulatory frameworks governing public procurement.

7. Procedures for Submitting Bids

7.1. **Closing date and time**: **12 February 2027, 11h00 CAT**

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

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

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

6.1.3 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 Four (4) distinct stages as follows:

8. Phase 1: Administrative Requirements

No.	Requirement	Description
7.1	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

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

7.3 Non-Compliance with Administrative Requirements

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

No.	Mandatory Criteria	Proof Required	Conditions/ Notes
1	Attendance of compulsory briefing session	Bidder is required to attend the briefing session; Bidder must register attendance by signing the official attendance register	[a] Failure to attend the compulsory briefing session and sign the attendance register shall result in disqualification and will not be evaluated further.
2	Proof of COIDA compliance (Compensation Fund) OR Registered Mutual Association.	Bidder to submit valid Letter of Good Standing with Compensation Commissioner (COIDA) from Department of Employment and labour OR Registered Mutual Association Policy Insurance NOTE: Failure to provide this document will result in automatic disqualification	[a] Failure to submit a valid and current document shall result in a bidder not considered further.
3	Proof of registration with Construction Industry Development Board (CIDB) grading of 7ME OR higher	Bidder to submit proof of registration with Construction Industry Development Board (CIDB) with Grading 7ME OR higher clearly indicating CRS Number	[a] ATNS shall verify the active status on CIDB Register of Contractors during evaluation [b] Only those tenderers who are registered with CIDB or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor

No.	Mandatory Criteria	Proof Required	Conditions/ Notes
			grading designation determined in accordance with the sum tendered for a 7ME OR higher class of construction work who are eligible to have their tenders evaluated. [c] Tenderers who are capable of being registered for 7ME or higher, shall submit with their bid, a proof of application to CIDB. [d] Failure to submit a valid and current document shall result in a bidder not considered further in the evaluation process

10. Phase 3: Functionality/Technical Evaluation

10.1. Functional/Technical Evaluation Overview

10.2. Bidders must achieve a minimum score of 60.00 points (60.00%) to qualify.

10.2.1. The technical evaluation is scored out of 100.00 total points

10.2.2. Bidders must meet an overall threshold of 60.00%, and individual sub-thresholds per evaluation volume

10.2.3. Failure to achieve the overall threshold of 60.00% and/or meet the required sub-threshold for any specific volume will result in the disqualification of the prospective bidder's submission, irrespective of the total score obtained

Item No	Description of quality criteria	WQ	Sub criteria Quality Score	Max Score	Minimum Threshold
1	Bidder's resource proposal	30	Qualifications	20	12
			Years of experience in similar works	10	6
2	Project Planning	50	Technical Specifications of offered equipment	10	6
			Technical Approach	10	6
			Health and safety plan	10	6
			Project plan/schedule/ Programme	10	6
			Project specific Organogram	10	6
3	Company's References and experience	20	Number of relevant completed projects in engineering, supply and installation of central HVAC systems (VRV or chilled water systems)	10	6
			Value of completed relevant projects	10	6
Total				100	60

9.2 Functionality Breakdown

1. BIDDER'S RESOURCE PROPOSAL BREAKDOWN (30 Points)

1.1 Qualifications (20 points) – Proof (certificates, relevant registrations, diplomas or degrees) of qualification should be attached to the resources' CVs.

Item	Key personnel description	Higher requirements: 20 points	Minimum requirements: 12 points
1	Project Manager	B. Eng/BSc Mechanical **AND** registration as Pr. Eng (Mechanical), **AND** SACPCMP registration as PrCPM.	BTech Mechanical **AND** registration as Pr.Tech (Mechanical), **AND** SACPCMP registration as PrCPM.
2	Controls and BMS Integration Engineer	B.Eng/BSc Electronics/Mechatronics **AND** Pr.Eng registration.	BTech Electronics/Mechatronics **AND** Pr.Tech registration.
3	Air-conditioning and Refrigeration Mechanic	N5 or higher **AND** SAQA-accredited trade test certificate.	N2/N3/N4 **AND** SAQA-accredited trade test certificate.
4	Electrician/Millwright	N5 or higher **AND** SAQA-accredited trade test certificate (Electrician), **AND** wireman's licence.	Electrical N2/N3/N4 **AND** SAQA-accredited trade test certificate (Electrician), **AND** wireman's license.
5	Occupational Health and Safety Practitioner	Construction-related, safety-related or environmental postgraduate degree, **AND** SACPCMP registration as a Construction Health and Safety Agent.	Construction-related, safety-related or environmental National diploma, **AND** SACPCMP registration as a Construction Health and Safety Agent.
6	Rigger	N3 or higher and SAQA-accredited trade test certificate (Rigger).	SAQA-accredited trade certificate (Rigger).

Below minimum requirements: 0 points. Failure by any nominated person to meet the minimum requirements results in zero points for the entire key personnel qualifications criterion.

Scoring Notes

1. Higher requirements: 20 points

Every nominated person meets all requirements specified in the higher requirements column for their respective role.

2. Minimum requirements: 12 points

Every nominated person meets at least the minimum requirements for their respective role, but one or more does not meet the higher requirements. A team comprising a mixture of personnel meeting the higher and minimum requirements will receive 12 points.

3. Below minimum requirements: 0 points

If any nominated person fails to meet the minimum requirements for their respective role, or the submitted evidence does not demonstrate compliance, zero points will be awarded for the entire key personnel qualification's criterion.

4. Application of requirements

All qualifications, trade certificates, licenses and registrations listed within an applicable cell must be held by the person nominated for that role. The higher and minimum requirements columns represent alternative assessment levels.

5. Professional registration

Where professional registration is required, it must be active and in the specified category at the tender closing date. For the Occupational Health and Safety Practitioner, the required registration is with SACPCMP as a Construction Health and Safety Agent. All required professional registrations will be verified during evaluation. An expired, suspended, inactive or incorrect registration category will result in zero points for the entire key personnel qualifications criterion.

6. Foreign qualifications

All foreign qualifications submitted for this criterion must have been evaluated and recognised by the South African Qualifications Authority (SAQA). Bidders must submit the relevant SAQA Certificate of Evaluation with the qualification certificate. The qualification must meet the applicable qualification level and discipline requirements specified in the table. If a foreign qualification relied upon to meet the minimum requirements is not supported by the required SAQA Certificate of Evaluation, zero points will be awarded for the entire key personnel qualification's criterion.

Example of Mixed Qualification Levels

A service provider nominates the six personnel below. All required certificates and registration evidence are submitted, all required professional registrations are active, and any foreign qualifications are supported by the required SAQA Certificates of Evaluation.

Key personnel	Submitted qualifications and registrations	Level met
Project Manager	B.Eng Mechanical; Pr.Eng (Mechanical); SACPCMP registration as PrCPM.	Higher
Controls and BMS Integration Engineer	BTech Electronics; Pr.Tech registration.	Minimum
Air-conditioning and Refrigeration Mechanic	N5 and the required trade test certificate.	Higher
Electrician/Millwright	Electrical N3, Electrician trade test certificate and wireman's licence.	Minimum

Occupational Health and Safety Practitioner	Safety-related diploma and SACPCMP registration as a Construction Health and Safety Agent.	Minimum
Rigger	N3 and the required trade test certificate (Rigger).	Higher

Score awarded: 12 out of 20 points.

All six personnel meet at least the minimum requirements. Three meet the higher requirements and three meet only the minimum requirements. The service provider therefore receives a single score of 12 points for the entire key personnel qualification's criterion. The score is not averaged or apportioned between personnel.

For comparison, all six meeting the higher requirements would earn 20 points.

If only one person obtained a minimum requirement, then the whole section will obtain the minimum score. Similarly, if only one person obtained a 0, then the whole section would obtain 0 points.

1.2 Years of Experience of key personnel as per the evaluation criteria (10 Points)-
(Proof of relevant experience should be included in the resources' CV's).

Item	Key personnel description	Higher requirements: 10 points	Minimum requirements: 6 points
1	Project Manager	More than 10 years' experience after obtaining a B. Eng/BSc/BTech qualification **AND** registration as Pr.Eng or Pr.Tech Eng **AND** demonstrated JBCC or NEC or FIDIC or GCC contract experience **AND** management of at least two large complex construction projects **AND** each valued at R20 million or more.	At least 10 years' experience after obtaining a B.Eng/BSc/BTech qualification **AND** registration as Pr.Eng or Pr.Tech Eng **AND** demonstrated JBCC or NEC or FIDIC or GCC contract experience; **AND** management of at least one large and complex construction projects valued at R20 million or more.
2	Controls and BMS Integration Engineer	More than 10 years' experience after obtaining a B.Eng/BSc/BTech qualification **AND** registration as Pr.Eng or Pr.Tech Eng **AND** central HVAC controls or BMS integration experience on at least one multidisciplinary HVAC project valued above R5 million **AND** at least three years' experience covering systems integration or data analytics or machine learning or predictive modelling.	At least 10 years' experience after obtaining a B.Eng/BSc/BTech qualification **AND** registration as Pr.Eng or Pr.Tech Eng **AND** central HVAC controls or BMS integration experience on at least one multidisciplinary HVAC project valued above R5 million **AND** at least three years' experience covering systems integration or data analytics or machine learning or predictive modelling.
3	Air-conditioning and Refrigeration Mechanic	More than two years' experience as a refrigeration mechanic **AND** including completed installation and/or commissioning of central chiller plants or VRV systems on at least one project valued above R5 million. Experience must be demonstrated in the CV.	At least two years' experience as a refrigeration mechanic AND including completed installation and/or commissioning of central chiller plants or VRV systems on at least one project valued above R5 million. Experience must be demonstrated in the CV.

Item	Key personnel description	Higher requirements: 10 points	Minimum requirements: 6 points
4	Electrician/Millwright	More than two years' experience after obtaining a wireman's license **AND** more than eight years' experience after qualification as an electrician **AND** with demonstrated knowledge of switchgear or distribution boards or protection systems.	At least two years' experience after obtaining a wireman's license AND more than eight years' experience after qualification as an electrician AND with demonstrated knowledge of switchgear or distribution boards or protection systems.
5	Occupational Health and Safety Practitioner	More than 12 months' experience on construction projects after SACPCMP registration as a Construction Health and Safety Agent.	At least six months' experience on construction projects after SACPCMP registration as a Construction Health and Safety Agent.
6	Rigger	More than two years' experience after obtaining a SAQA-accredited trade certificate (Rigger).	At least two years' experience after obtaining a SAQA-accredited trade certificate (Rigger).

Below minimum requirements: 0 points. Failure by any nominated person to meet the minimum requirements results in zero points for the entire key personnel experience criterion.

Scoring Notes

1. Higher requirements: 10 points
Assess the higher requirements first. Award 10 points only when every nominated person meets all higher experience requirements for their respective role.

2. Minimum requirements: 6 points
Award 6 points when every nominated person meets or exceeds all minimum experience requirements, but one or more does not meet all higher requirements. A team comprising a mixture of personnel meeting the higher and minimum requirements will receive 6 points.

3. Below minimum requirements: 0 points
If any nominated person fails to meet any minimum experience requirement for their respective role, or the submitted evidence does not demonstrate compliance, zero points will be awarded for the entire key personnel experience criterion.

4. Application of requirements
All requirements within an applicable cell must be met by the person nominated for that role. A single score is awarded for the whole team. No averaging, proportional scoring or separate points per person applies.

5. Experience periods
Assess experience up to the tender closing date. Calculate each period from the qualification, licence or registration milestone expressly stated for that role. Periods that overlap must not be added together to increase elapsed experience within the same requirement.

6. Safety registration
For the Occupational Health and Safety Practitioner, the qualifying experience period starts from SACPCMP registration as a Construction Health and Safety Agent. Experience before registration in that category does not count towards the stated period.

7. Evidence of experience

The submitted evidence must demonstrate the applicable experience periods, roles, project values, project types and specialist experience stated in the table. For the Air-conditioning and Refrigeration Mechanic, the required experience must be demonstrated in the CV.

Example of Mixed Experience Levels

A service provider nominates the six personnel below. The submitted evidence demonstrates the experience stated, and all applicable qualification and professional registration requirements are satisfied. Experience periods are assessed up to the tender closing date.

Key personnel	Demonstrated experience	Level met
Project Manager	12 years after the required qualification; demonstrated JBCC contract experience; managed two large and complex construction projects valued at R25 million and R30 million respectively.	Higher
Controls and BMS Integration Engineer	Exactly 10 years after the required qualification; central HVAC controls and BMS integration on a multidisciplinary HVAC project valued at R7 million; three years covering systems integration, data analytics, machine learning and predictive modelling.	Minimum
Air-conditioning and Refrigeration Mechanic	Four years as a refrigeration mechanic; completed installation and commissioning of a central chiller plant on a project valued at R8 million, demonstrated in the CV.	Higher
Electrician/Millwright	Three years after obtaining a wireman’s licence and exactly eight years after qualification as an electrician; demonstrated knowledge of switchgear, distribution boards and protection systems.	Minimum
Occupational Health and Safety Practitioner	Nine months on construction projects after SACPCMP registration as a Construction Health and Safety Agent.	Minimum
Rigger	Five years after obtaining the required trade certificate (Rigger).	Higher

Score awarded: 6 out of 10 points.

All six personnel meet at least the minimum experience requirements. Three meet the higher requirements and three meet only the minimum requirements. The service provider therefore receives a single score of 6 points for the entire key personnel experience criterion. The score is not averaged or apportioned between personnel.

The Electrician/Millwright meets the minimum band because exactly eight years after qualification does not meet the higher requirement of more than eight years, even though the licence experience exceeds two years. All requirements in the higher cell must be met to qualify for that band.

For comparison, all six meeting the higher requirements would earn 10 points.

If only one person obtained a minimum requirement, then the whole section will obtain the minimum score. Similarly, if only one person obtained a 0, then the whole section would obtain 0 points.

2. BIDDER'S PROJECT PLANNING BREAKDOWN (50 Points)

2.1 Technical Specifications of offered equipment (10 Points)

Poor=0	Technical specifications of offered equipment do not meet all required tender product specifications as in section **2.4. HVAC Equipment Specifications**
Satisfactory=6	All offered cooling units meet the minimum net cooling capacities in kW specified in section 2.4, and all other equipment requirements are met. Award 6 points where at least one cooling-unit type meets its minimum capacity exactly.
Good=10	All offered cooling-unit types exceed their specified minimum net cooling capacities in kW, and all other equipment requirements are met. Higher net cooling capacity is the sole basis for an Exceeds rating and 10 points; other parameters need only meet their specified requirements.

2.2 Technical Approach – (10 Points)

Requirements

Item No	Requirement description
1	The approach identifies the applicable legislative requirements, notices and technical standards, and explains how compliance will be achieved.
2	The approach includes a project-specific rigging plan for removing, handling and positioning the equipment.
3	The approach includes a logical installation method statement showing the sequence of activities and interfaces between trades.
4	The approach includes a quality control plan identifying inspections, acceptance criteria, witness points and hold points.
5	The approach includes an equipment commissioning plan identifying the proposed tests and acceptance criteria.
6	The approach explains how existing infrastructure will be protected against damage during the works.
7	The approach identifies project risks and the measures proposed to mitigate them.
8	The approach explains logically and comprehensively how data analytics, machine learning and predictive modelling will be implemented, including data sources, integration, validation and intended outputs.
9	The approach explains how electrical safety and compliance with applicable occupational health and safety requirements will be achieved.
10	The approach explains how interruptions to SSS Centre operations will be prevented or managed, including arrangements for any necessary shutdowns.

Scoring Rules

Rating	Assessment rule
Very Good: 10 points	Fully addresses requirements 1–10 with clear, project-specific implementation details.
Acceptable: 6 points	Fully addresses requirements 1–9 and partially addresses requirement 10. The approach identifies how interruptions to SSS Centre operations will be prevented or managed, but some supporting implementation detail, including arrangements for any necessary shutdowns, is incomplete.
Poor: 0 points	Does not meet the conditions for either 10 or 6 points. This includes any requirement in items 1–9 being absent or insufficiently addressed, or requirement 10 being absent or failing to explain how interruptions to SSS Centre operations will be prevented or managed.

Scoring Notes

1. Assess the Very Good requirements first. Award 10 points only when all ten requirements are fully addressed.
2. Where 10 points are not achieved, award 6 points only when requirements 1–9 are fully addressed and requirement 10 is partially addressed as defined above.
3. The exception for partial detail applies only to requirement 10. Electrical safety and occupational health and safety compliance under requirement 9 must be fully addressed to qualify for either 6 or 10 points.
4. Fully addressed means that the submission explains the proposed method and provides sufficient project-specific implementation detail to demonstrate how the requirement will be achieved. A statement of intent or an unsupported assurance alone is insufficient.
5. Partially addressed means that requirement 10 contains a relevant proposed approach, but the supporting implementation detail is incomplete. An absent requirement or a general assurance alone does not qualify as partial compliance.
6. Award one overall score for the entire approach and methodology criterion. No averaging, proportional scoring or separate points per requirement applies.

2.3 Health and safety plan – (10 Points)

Requirements

Item No	Requirement description
1	The plan identifies the occupational health and safety regulations and standards applicable to the scope of work and explains how they will be followed. The content must be project-specific and non-generic.
2	The plan includes a project-specific procedure explaining how incidents will be categorised, reported and recorded.
3	The plan explains how safety risks, recorded incidents and lessons learned will be communicated regularly to employees, and how resulting improvements will be implemented.
4	The plan explains how incidents will be investigated and how remedial actions will be assigned, implemented and verified.
5	The plan includes an annual safety training programme relevant to the scope of work.
6	The plan identifies the key risks for each equipment category within the scope of work and explains how those risks will be managed.
7	The plan explains how continuous improvement in health and safety performance will be achieved.
8	The plan includes a practical, project-specific fall protection plan relevant to the work to be undertaken.
9	The plan identifies who the key health and safety personnel will be and describes their roles and responsibilities.

Scoring Rules

Rating	Assessment rule
Very Good: 10 points	Fully addresses requirements 1–9 with clear, project-specific implementation details.
Acceptable: 6 points	Fully addresses requirements 1–8 and partially addresses requirement 9. The plan identifies the proposed key health and safety personnel and outlines their roles, but some supporting detail on responsibilities or reporting arrangements is incomplete.
Poor: 0 points	Does not meet the conditions for either 10 or 6 points. This includes any requirement in items 1–8 being absent or insufficiently addressed, or requirement 9 being absent or failing to identify the proposed key health and safety personnel and outline their roles.

Scoring Notes

1. Assess the Very Good requirements first. Award 10 points only when all nine requirements are fully addressed.
2. Where 10 points are not achieved, award 6 points only when requirements 1–8 are fully addressed and requirement 9 is partially addressed as defined above.
3. The exception for partial detail applies only to requirement 9 concerning key health and safety personnel and their roles. The annual safety training programme under requirement 5 must be fully addressed to qualify for either 6 or 10 points.
4. Fully addressed means that the submission provides sufficient project-specific detail to demonstrate how the requirement will be achieved. For requirement 9, the plan must identify the proposed key personnel and clearly describe their roles, responsibilities and reporting arrangements. A statement of intent or an unsupported assurance alone is insufficient.
5. Partially addressed means that requirement 9 identifies the proposed key health and safety personnel and outlines their roles, but supporting detail on responsibilities or reporting arrangements is incomplete. An absent requirement or a general assurance alone does not qualify as partial compliance.
6. Award one overall score for the entire occupational health and safety plan criterion. No averaging, proportional scoring or separate points per requirement applies.

2.4 Project plan/ Schedule/ Programme – (10 Points)

Score	Requirements
Poor=0	Project plan is generic (only shows phases without detailed activities) and not tailored specific to the project. The activities are not complete or not logical and activity relationships are not shown nor resources provided for each activity. The critical path is also not shown, and the total project duration is more than 2 years.
Satisfactory=6	Project plan is specific and shows project phases with detailed activities and it is tailored specific to the project. The activities are complete, logical and activity relationships are shown as well as resources provided for each activity. The critical path is also shown, and total project duration is 18 months to two years.
Very good=10	Project plan is specific and shows project phases with detailed activities and it is tailored specific to the project. The activities are complete, logical and activity relationships are shown as well as resources provided for each activity. The critical path is also shown, and total project duration is less than 18 months.

2.5 Project specific Organogram – (10 Points)

Poor=0	The team is not balanced with key personnel to deliver the project successfully, responsibility is not allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram does not show clear responsibilities and resources dedicated to the project and the support resources.

Satisfactory=6	The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project and the support resources.
Good=10	The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project and the support resources and the team has worked together on previous projects.

3. RELEVANT REFERENCE AND EXPERIENCE OF THE TENDERING ENTITY/ENTITIES BREAKDOWN (20)

3.1 Number of relevant completed <u>Installation of central HVAC Systems such as VRV or Chilled water system</u> (10 Points) -*The Tenderer should provide proof of company references of similar works* ***(similar works Similar referring to*** in installation and commissioning of central plants or VRV systems or central control systems *previously done, contract value and the duration of the contract.*

Poor= 0	No relevant reference letters.
Satisfactory=6	At least one relevant reference letters
Good= 10	More than 2 relevant reference letters

Comment: NB All reference letters must be in line with the information required/

- ***<u>Reference letter of the Bidding entity/entities must have the following as a minimum</u>***

1) ***Referee Company letter head.***
2) ***The description of works performed by the bidder.***
3) ***The value of the works performed by the bidder.***
4) ***The start and end date of the works performed by the bidder, in the format Month and Year.***

3.2 Value of completed relevant projects (10 Points)

Poor=0	No completed relevant project valued at R10 million or more.

Satisfactory=6	At least one completed relevant project valued at R10 million or more, unless the 10-point band applies.
Good=10	More than two completed relevant projects, each valued above R20 million.

10.3. **Total Points Allocation:**

10.3.1. The technical evaluation is based on **100.00 points**.

10.4. **Overall Threshold Requirement:**

10.4.1. Bidders must achieve a minimum of 60.00 points (60.00%) to proceed to the next evaluation stage.

10.4.2. Bidders who fail to meet the overall minimum score will not be considered further.

10.5. **Sub-Threshold Requirement:**

10.5.1. Each evaluation criterion has a minimum score (sub-threshold) that must be achieved.

10.6. **Disqualification Criteria:**

10.6.1. Failure to meet any sub-threshold score under individual criteria will result in disqualification, even if the bidder has achieved the overall minimum of 60.00 points

11. Phase 4: Price and Preference Points System

11.1. **80/20-point system**.

Category	Price	ATNS Specific Goals	Total
80/20 Points	80,00	20,00	100,00
90/10 Points	90,00	10,00	100,00

NOTE: *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*

12. Specific Goals

12.1. indicated below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
51% Black Owned Suppliers	**10,00**	**5,00**
30% Black Woman Owned Suppliers.	**10,00**	**5,00**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)
Total	**20,00**	**10,00**

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

13. Verification of Specific Goals

13.1. Bidders must submit:

13.1.1. CSD Report

13.1.2. CIPC documents

13.1.3. shareholder certificates

13.1.4. ID copies of shareholders

14. ATNS Specific Goals

14.1. 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

15. Disclaimer

15.1. 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.

15.2. 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.

16. Contract Terms

16.1. 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.

16.2. 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.

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

16.4. 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.

17. Cancellation of Procurement Process

17.1. 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.

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

18.1. 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.

19. Negotiation and Contracting

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

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

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

19.4. 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.

19.5. 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.

20. Reasons for Rejection

20.1. 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.

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

20.2.1. Have abused the SCM system of the ATNS.

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

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

20.2.4. Such actions shall be communicated to the National Treasury.

21. General Conditions of Contract

21.1. The General Conditions of Contract must be accepted.

22. Additional Information Requirements

22.1. 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.

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

23. Confidentiality

23.1. 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.

24. Intellectual Property, Inventions and Copyright

24.1. 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.

24.2. This paragraph shall survive termination of this contract.

25. Non-Compliance with Delivery Terms

25.1. 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.

26. Warrants

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

27. Parties Not Affected By Waiver Or Breaches

27.1. 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.

27.2. 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.

28. Retention

28.1. 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.

28.2. 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.

29. Central Supplier Database

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

29.2. 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

29.3. 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.

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

30. Format of Bids

30.1. 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.

30.2. 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.

31. SARS Tax Clearance Certificate(S)

31.1. Bidder must ensure compliance with their tax obligations.

31.2. 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.

31.3. 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

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

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

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

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

32. Declaration of Interest

32.1. Each party to the bid must complete and return the “Declaration of Interest”.

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

33. Invitation to Bid

33.1. Bidders must complete, sign and return the full “Invitation to Bid” document.

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

34. Pricing Schedule

34.1. 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.

34.2. 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.

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

35. Registration On the CSD

35.1. 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.

36. Registration Certificates and Accreditation with OEMS Or Professional Bodies

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

SECTION D: STANDARD BIDDING DOCUMENTS

37. SBD1: Invitation to Bid - PART A

You Are Hereby Invited to Bid for Requirements of the Air Traffic and Navigation Services SOC Limited (ATNS)					
BID NUMBER:	ATNS/FACT/RFP 03/04/2026/27/HVAC_SSS-RE-ADV	CLOSING DATE:	12 February 2027	CLOSING TIME:	11h00
DESCRIPTION	The appointment of a service provider for the Supply, Delivery, Installation and Commissioning of Replacement of The Heating, Ventilation and Air-Conditioning (HVAC) System at the System Support Suite (SSS) Building at Cape Town International Airport (FACT)				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**Zanele Mbiza / Pulane Kakumbi**		CONTACT PERSON		
TELEPHONE NUMBER	**011 607 1417**		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Pulanek@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: ……

5. SBD 3.2. Pricing Schedule

PRICING SCHEDULE

Name of bidder:
Bid number: ATNS/FACT/RFP03/04/2026/27/HVAC_SSS_RE-ADVERT
Closing Time: **11h00 CAT** Closing date: **12 February 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)

PRICE SCHEDULE

DUE TO THE EXTENSIVE LEVEL OF DETAIL REQUIRED IN THE PRESCRIBED PRICING SCHEDULE, A SUMMARIZED PRICING TABLE HAS BEEN INCLUDED IN THIS DOCUMENT FOR EASE OF EVALUATION. THE FULL BILL OF QUANTITIES, INCLUDING ANNUAL MAINTENANCE SCHEDULE, IS ATTACHED AS VOLUME BOQ PROJECT FACT AND BOQ ANNUAL MAINTENANCE PRICING SCHEDULE

TECHNICAL AND COMMERCIAL DETAILS

Details	Response / Information
Manufacturer, Type, and Model	.....
Country of Manufacture	.....
Is the offer strictly to specification? ▪ *Circle the appropriate response*	YES / NO
If not to specification, state deviations	.....
Contract period excluding guarantee period	.....
Is the price quoted fixed? ▪ *Circle the appropriate response*	YES / NO
Is the delivery and installation period fixed? ▪ *Circle the appropriate response*	YES / NO
Are the supplies/services guaranteed as required in the bid specification? ▪ *Circle the appropriate response*	YES / NO
If no guarantee required, are supplies/services still guaranteed? ▪ *Circle the appropriate response*	YES / NO

Details	Response / Information
Are you the accredited agent for the equipment offered?	YES / NO
Site in RSA where the equipment can be inspected under working conditions	.....
Name and address of factories where the supplies will be manufactured	.....
Approximate value of local stock of spares in RSA	R.....
Arrangements for servicing/maintenance of supplies/services in RSA	.....

IMPORT INFORMATION (If/where Applicable)

Details	Response / Information
Is a special import permit required? ▪ *Circle the appropriate response*	YES / NO
Name and address of person/company to receive payment abroad	.....
Amount in foreign currency to be paid abroad	.....
Ruling exchange rate applied at the date of bid	.....

Notes to Pricing

37.1. Price as reflected on form must include all customs and/or other duties, delivery and installation costs. Bids on a basis of c.i.f. or in bond or qualified to the effect that bills of entry are to be furnished may be disqualified.

37.2. Rate of Exchange Variation

37.3. Installation Contract:

37.3.1. ATNS shall not be liable for the Rate of Exchange Variation under the Contract for Acquisition Phase. The Contract Price shall be a fixed in Rands for the Acquisition Phase Should there be any variation/change to the Contract Price due to a change in the rate of exchange, such price variation/change shall be for the account/cost of the Contractor/Service Provider.

37.3.2. The Contract Price of the Acquisition Phase shall be fixed at the time that the Service Provider submits its Tender response to ATNS, which such Tender response shall form part of the Tender Documents.

37.3.3. At the award of the contract, the Contractor/service provider shall Hedge the foreign content for that year and any variation between the spot rate and the Hedged Rate shall be for the account or credit of contractor/service provider. Where the goods are imported the Supplier shall, within seven days of date of official Purchase Order, arrange through their bankers for the foreign commitment to be covered forward down

to the Rand in order to fix the rate of exchange. The Supplier shall notify the ATNS as soon as possible thereafter regarding the rate which has been fixed on such forward exchange.

37.3.4. All increases and decreases in exchange rates, including movements between tender submission, award, forward cover, invoicing and payment, shall be for the account or credit of the Contractor. No exchange-rate adjustment shall be payable by or deducted by ATNS under the contract.

37.4. Option and CVO:

37.4.1. Options and acquisition-phase variations shall be priced in South African Rand. Any exchange-rate movement shall be for the account or credit of the Contractor and shall not adjust amounts payable by ATNS.

37.5. or Contract Variation:

37.5.1. Contract shall be varied only by variations approved by the Engineer. Either the Contractor or the Company may submit variations to the Contract. Any additional work or expenses incurred by the Contractor in performing activities outside the scope of the Contract and not approved through a Contract Variation shall be at the Contractors cost and no liability shall rest with the Company.

37.5.2. Contract Variations shall be submitted to the Engineer for consideration. The Engineer shall, provided the submission is properly documented; approve or reject the Variation within 30 days of receipt at his office and notify the Contractor accordingly.

37.5.3. On approval of a Contract Variation the Engineer shall issue a Contract Change Notice amending the Contract as appropriate.

37.6. At the commencement of each support year, the Contractor shall arrange any required foreign-currency cover at its own cost. All exchange-rate movements shall be for the account or credit of the Contractor. The agreed CPI adjustment mechanism remains applicable independently of exchange-rate movements.

37.7. Intentionally left blank.

37.8. Intentionally left blank.

37.9. Intentionally left blank.

37.10. Rules that apply when exchange cover on a fixed term basis is a condition of the contract:

37.11. The Contractor shall, within 14 fourteen days of receipt of the contract (or if an export permit is required within 14 [fourteen] days after receipt of such permit) or such extended period as agreed upon at the time, arrange exchange cover for the total exchange amount which cover may not exceed the contractual term and shall be

transferred abroad on a fixed term basis. Once the currency futures have been issued, the Company's finance division must be provided with a copy of such currency futures.

37.12. Failure to arrange forward exchange cover within the prescribed period shall not relieve the Contractor of exchange-rate risk or entitle the Contractor to an exchange-rate adjustment.

- Spot-rate information may be requested for record purposes only and shall not adjust the contract price.
- Hedged-rate information may be requested for record purposes only and shall not adjust the contract price.

38. Protection of Personal Information

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

38.2. The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company's knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider's duties. The Service Provider must comply with the responsible party's obligations in clause section 19 of POPIA.

38.3. Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:

38.3.1. process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall take all such steps as may be necessary to protect and safeguard such Personal Information;

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

38.3.2.1. the unauthorised or unlawful processing of such Personal Information; and

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

38.3.2.3. promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

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

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

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

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

39. POPIA CONSENT

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

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

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

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

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

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

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

40. SBD 6.1: Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

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	POINTS
PRICE	80.00	90,00
SPECIFIC GOALS	20.00	10,00
Total points for Price and SPECIFIC GOALS	**100.00**	**100,00**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

(c) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **OR** 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \textbf{OR } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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 points is allocated for price on the following basis:

80/20 **OR** 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \textbf{OR } Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (90/10 system)
51% Black Owned Suppliers	**10,00**	**5,00**
30% Black Woman Owned Suppliers.	**10,00**	**5,00**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number:

……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

41. General Conditions of Contract

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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 anything of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7. “Day” means calendar day.

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

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

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

1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. “Fraudulent practice” means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

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

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

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

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

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

1.20. “Project site,” where applicable, means the place indicated in bidding documents.

1.21. “Purchaser” means the organization purchasing the goods.

1.22. “Republic” means the Republic of South Africa.

1.23. “SCC” means the Special Conditions of Contract.

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

1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

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 security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, Tests And Analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that

inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further 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
e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare Parts

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

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

ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays In The Supplier's Performance

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

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination For Default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser

for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

i) the name and address of the supplier and / or person restricted by the purchaser;
ii) the date of commencement of the restriction
iii) the period of restriction; and
iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and Countervailing Duties and Rights

24.1. When, after the date of bid, provisional payments are required, or anti- dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for Insolvency

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. Limited Liability

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

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Language

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

30. Applicable Law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the

address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

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

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

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

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

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: zanelemb@atns.co.za ; Pulanek@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. _____