

INVITATION TO BID

AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD REPUBLIC OF SOUTH AFRICA



REQUEST FOR PROPOSALS: ATNS/RFP13/06/2026/27/ICT_EWD

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF
ENTERPRISE DATA WAREHOUSE AND ALL THE DASHBOARDS / REPORTS FOR ALL
ATNS DEPARTMENTS FROM VARIOUS SOURCES INTO A CENTRALISED LOCATION.**

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

JUNE 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/RFP13/06/2026/27/ICT_EWD
DESCRIPTION	The appointment of a service provider for the development of enterprise data warehouse and all the dashboards / reports for all ATNS departments from various sources into a centralised location
ISSUE DATE	26 June 2026
CLOSING DATE	17 July 2026
CLOSING TIME	11h00 Central African Time (CAT)
NON-COMPULSORY BRIEFING SESSION	Date: 03 July 2026
	Time: 13h00 CAT
	Platform: Microsoft Teams Meeting ID: 372 443 455 218 899 Passcode: TU3qr9Hh
BID SUBMISSION - PHYSICAL	Location: ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298
BID SUBMISSION - ONLINE	Submission Process:
	All bid submissions must be made via the National Treasury e-Submission (e-Tender) system
	- Note: Requests after the deadline will not be processed

TABLE OF CONTENTS

BIDDER DECLARATION AND STRUCTURE CLARIFICATION FORM	5
IMPORTANT NOTICE	7
SECTION A: INTRODUCTION AND SCOPE OF WORK.....	8
1. Introduction	8
3. Project Overview	10
4. Scope of the project.....	10
5. Validity Period	23
6. Correspondence during the Bid and Clarifications Before Closure.....	23
7. Bid Submission Structure.....	24
8. Procedures for Submitting Bids.....	25
SECTION B: BID EVALUATION PROCESS.....	26
9. Stage 1: Administrative Requirements	26
10. Stage 2: Mandatory requirements	27
11. Stage 3: Functionality/Technical Evaluation	28
12. Stage 4: Price and Preference Points for Specific Goals	33
13. Verification of Specific Goals	35
14. ATNS Specific Goals	35
SECTION C: TENDER CONDITIONS AND INSTRUCTIONS TO BID.....	36
15. Disclaimer	36
16. Contract Terms.....	36
17. Cancellation of Procurement Process	36
18. Bid Submission Conditions, Instruction and Evaluation Process/Criteria.....	37
19. Negotiation and Contracting	37
20. Reasons for Rejection.....	37
21. General Conditions of Contract.....	37
22. Additional Information Requirements	37
23. Confidentiality	38
24. Intellectual Property, Inventions and Copyright	38
25. Non-Compliance with Delivery Terms.....	38
26. Warrants.....	38
27. Parties not affected by waiver or breaches	38
28. Retention.....	38
29. Central Supplier Database	39
30. Format of Bids	39
31. SARS Tax Clearance Certificate(S)	39
32. Declaration of Interest.....	39
33. Invitation to Bid	40

34. Pricing Schedule	40
35. Registration On the CSD.....	40
36. Registration Certificates and Accreditation with OEMS Or Professional Bodies.....	40
SECTION D: STANDARD BIDDING DOCUMENTS	41
37. SBD1: Invitation to Bid - PART A	41
38. SBD 3.3: Pricing Schedule (Professional Services).....	43
39. Protection of Personal Information.....	45
38. SBD 4: BIDDER’S DISCLOSURE	48
39. SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	51
40. GENERAL CONDITIONS OF CONTRACT	56

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

I ATNS Vision:

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

I ATNS Mission:

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

I ATNS values include:

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

ATNS Business Environment

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

I Regulated Business Activities

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

- I Air navigation services:** Planning, operating, and maintaining airspace infrastructure such as communication, navigation, and surveillance (CNS) systems.
- I 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.
- I Training:** The ATNS Aviation Training Academy (ATA) provides internationally accredited air traffic services and technical training, earning recognition as IATA's Top Regional Training Partner in 2012 and 2013.

I Non-Regulated Business Activities:

- ATNS non-regulated operations contribute **10% of revenue** and focus on **regional expansion** through a subsidiary, **ATNS International**. This platform enables ATNS to explore **joint ventures and partnerships**, enhancing market opportunities and regional influence.
- For more details, visit: www.atns.com

2. Purpose of the bid

- 2.1. The purpose of this bid is to appoint a qualified and experienced service provider to design, develop, and implement an Enterprise Data Warehouse (EDW) for Air Traffic and Navigation Services (ATNS). This EDW will serve as a centralized platform to support data-driven decision-making, regulatory compliance, operational efficiency, and strategic reporting.
- 2.2. Given that this is a greenfield project, the appointed service provider is expected to deliver the solution from inception to completion, including requirements gathering, Source systems analysis, data architecture design, data integration, governance, interactive dashboard and reporting capabilities. The implementation will follow an Agile methodology to enable iterative delivery and continuous collaboration with ATNS stakeholders.
- 2.3. This bid seeks a partner who can provide both technical expertise and strategic guidance to ensure the successful delivery of a scalable, secure, and future-proof EDW aligned with ATNS's data management objectives.

3. Project Overview

- 3.1. ATNS intends to appoint a service provider to develop an Enterprise Data Warehouse (EDW) and deliver dashboards and reports for all departments by **integrating** data from various sources into a centralised platform.
- 3.2. The EDW will serve as a secure, structured, and **a single source of truth** repository that enables enterprise-wide reporting, performance monitoring, and data-driven decision-making.
- 3.3. This project will include the development of curated business views, KPIs, and dashboards, as well as the implementation of data pipelines, ETL processes, and data governance to ensure data quality, consistency, and accessibility across the organization

4. Scope of the project

- 4.1. The scope of the Enterprise Data Warehouse (EDW) project includes the design, development, and implementation of a centralised data platform using **Agile methodology**, that integrates data from various internal and external sources to support business intelligence, reporting, and advanced analytics across the organisation. Therefore, the EDW project will integrate all ATNS data from various data sources and create all relevant reporting and dashboards required by all ATNS departments

4.2. NB: The scope of work includes, but is not limited to:

4.2.1. Agile Project Inception & Sprint Planning

- Conduct project kick-off and Agile enablement sessions
- Define sprint cycles and deliverables, backlog, and stakeholder roles
- Develop product roadmap and prioritisation with business
- Develop the project charter for approvals

4.2.2. Requirements Gathering and Data Source system Assessment

- Engage business and technical stakeholders to gather requirements
- Document business and technical requirements for approval
- Inventory and assess current data sources and systems
- Develop data dictionaries and metadata requirements

4.2.3. EDW Architecture and Infrastructure Setup

- Design conceptual, logical and physical data models
- Design data architecture (ETL, staging, warehouse, business views)
- Specify infrastructure requirements and set up on-premises infrastructure

4.2.4. Data Ingestion and ETL Development

- Design and build staging area.
- Use Star schema, develop FACT and Dimension tables
- Develop and test ETL/ELT pipelines and transformation business rules, validate and monitor extracted data
- Apply transformation logic and business rules for curated data views
- Implement audit logging and data lineage tracking and error handling

4.2.5. Data Governance and Quality Management

- Implement data classification, security standards and regulatory compliance
- Conduct data governance maturity assessment
- Develop data governance framework (roles, policies, standards)
- Set up data quality metrics, profiling monitoring and issue resolution
- Develop data quality rules, threshold and dashboards for data quality monitoring
- Implement enterprise data catalogue and metadata management capabilities
- Set up governance roles, glossary, and documentation

4.2.6. Reporting and Business Intelligence

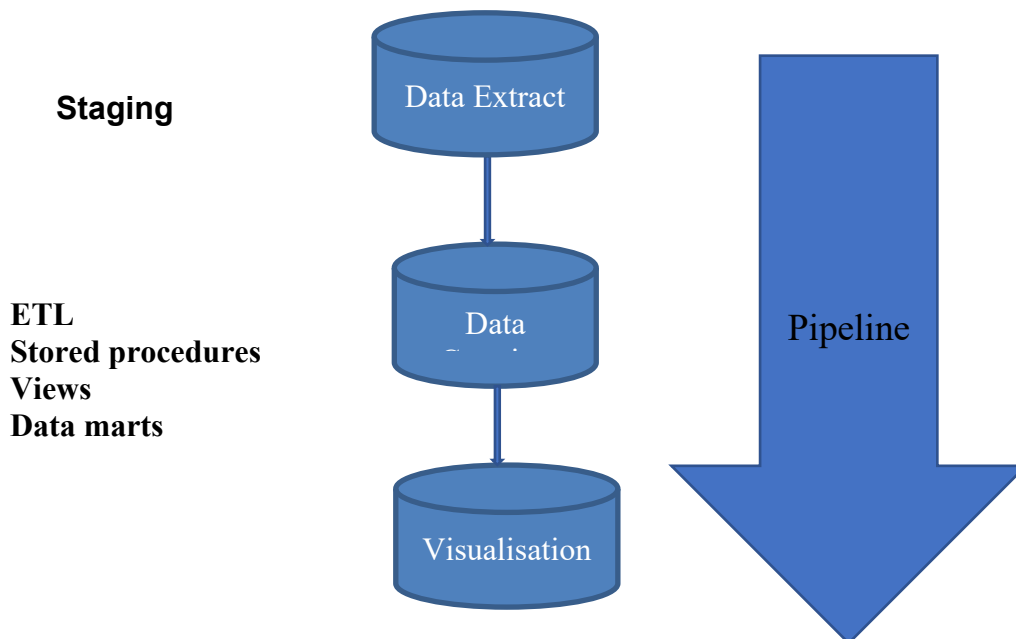
- Develop interactive dashboards and standardised reports for all ATNS department
- Develop self-service BI capabilities
- Validate reports with end-users
- Iteratively refine reporting based on user feedback

4.2.7. Training, Deployment, and Support

- Perform unit testing, integration, and UAT per sprint
- Deploy features incrementally after approval
- Provide training, documentation, and support to enable sustainability

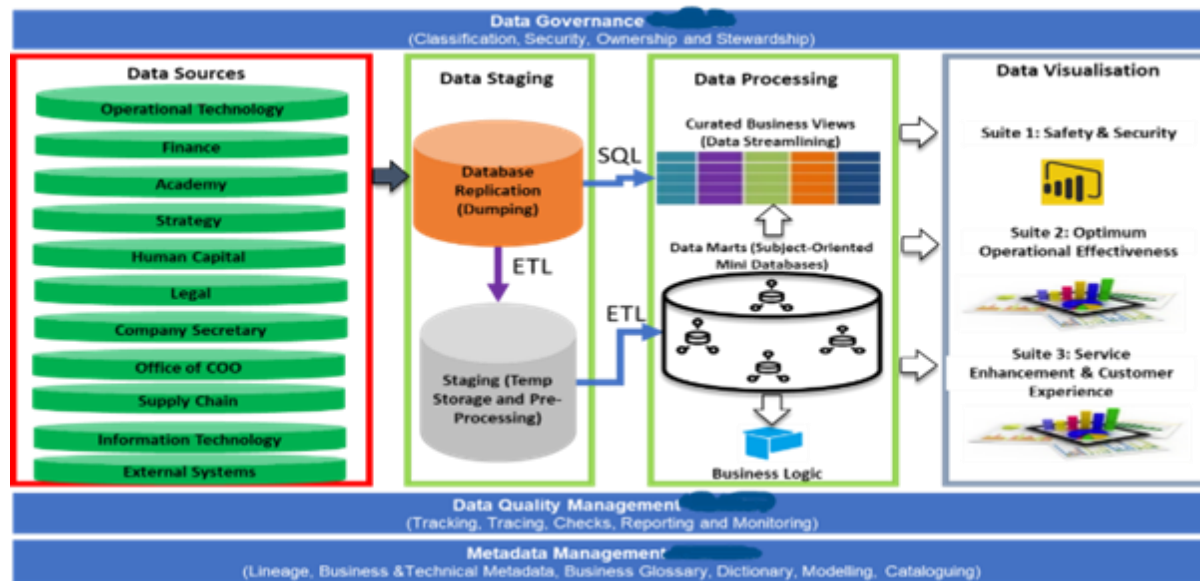
4.3. Systems Overview:

4.3.1. An Enterprise Data Warehouse (EDW) is a centralised and integrated system that integrates data from various business sources to support enterprise-wide reporting, analysis, and decision-making. It serves as a single source of truth by storing both historical and current data in a consistent, standardised format, enabling users to track performance, identify trends, and make informed decisions. The EDW operates through a structured process where data is first extracted from operational systems, staged, and then transformed using defined business rules through ETL (Extract, Transform, Load) processes. The transformed data is organised into curated business views, which are then used to generate dashboards, reports, and key performance indicators. Ultimately, the EDW project will improve data quality, governance, and accessibility while empowering a data-driven culture across the ATNS.



4.3.2. Dashboards/reports

The below diagram shows the architecture Design:



Below are the main data sources known to ATNS, as the business grows and generate data daily other data sources can be discovered.

Data Sources	
Oracle ERP	Flat file
SQL Server	Unstructured data (text file)
Moodle DB- Postgress SQL	Emails
SharePoint	API's
Excel	ANAIS-Aeronautical Automated Information System
Subscriptions	A-SMGCS- Advanced Surface Movement Guidance & Control System
Weather data	
Radar data	AIM data - Aeronautical Information Management
ADSB- Automatic Dependent Surveillance Broadcast	Topsky data- ASTERIX Category 062 surveillance data
ATFM - Air Traffic Flow Management data	And any other data sources applicable to business

NB: Aeronautical data require to be decoded into a structured readable format, these includes but not limited to Radar data, Topsky data, ANAIS, A-SMGCS, ADSB, CAMU, AIM, Weather

a) Intended Use

EDW will be used to load data from various sources, create curated views and dashboards and reports. Data management team will be the only team that will have administration access to EDW, other ATNS employees will only have access to the dashboards and reports which

summarise the data from EDW. Access to EDW and dashboards will be managed by the Data Management team.

b) System Restrictions

Access to EDW will be granted to Data Management team only, Data Management team will need to be logged on the ATNS VPN network using their windows login credentials to access EDW and respective dashboards and reports.

4.3.3. Project Overview

The Enterprise Data Warehouse (EDW) project aims to establish a centralised, structured, and secure platform for consolidating and managing data across ATNS. The project will integrate data from various operational, financial, ERP and administrative systems into a unified repository, enabling enterprise-wide reporting, performance monitoring, and data-driven decision-making.

a) Problem Statement

ATNS currently faces significant challenges in accessing accurate, timely, and consolidated information across its various departments due to siloed data systems, inconsistent reporting structures, and the absence of a centralised data repository. This fragmented data environment hinders effective decision-making, limits operational visibility, and increases the risk of data quality issues. Without an integrated and governed Enterprise Data Warehouse (EDW), the ATNS cannot fully leverage its data assets to drive strategic insights, monitor performance, or meet evolving regulatory and business intelligence needs.

Below are some of the issues Identified:

- Inconsistencies reporting and analytics.
- No single centralised data storage.
- No data quality and integrity assessments of data and Data security.
- No documentation of data (Data Dictionary, metadata etc).
- No advance analytics (Machine learning and Artificial Intelligence).
- Unapproved granting of access to reports and dashboards.
- No data stewards.

b) Project Goal

The goal of the project is to design, develop, and implement a centralised Enterprise Data Warehouse (EDW) with the respective dashboards and reports that integrates data from all

ATNS departments into a single, secure, and structured repository. The EDW will enable standardised, accurate, and real-time reporting, support performance monitoring, enhance data-driven decision-making, and ensure improved data governance, quality, and accessibility across ATNS.

The goals of the EDW integration project will:

- Deliver enhanced business intelligence analytics.
- Enhance data integrity and data quality.
- Data driven decisions.
- Streamline the flow of data.
- Improved data security.

c) Scope of work overview

The scope of the Enterprise Data Warehouse (EDW) project includes the design, development, and implementation of a centralised data platform that consolidates data from multiple internal and external sources to support business intelligence, reporting, and advanced analytics across the organization. Therefore, the EDW project will integrate all ATNS data from various data sources and create all relevant reporting and dashboards required by all ATNS departments.

The scope work should include but not limited to the following functions:

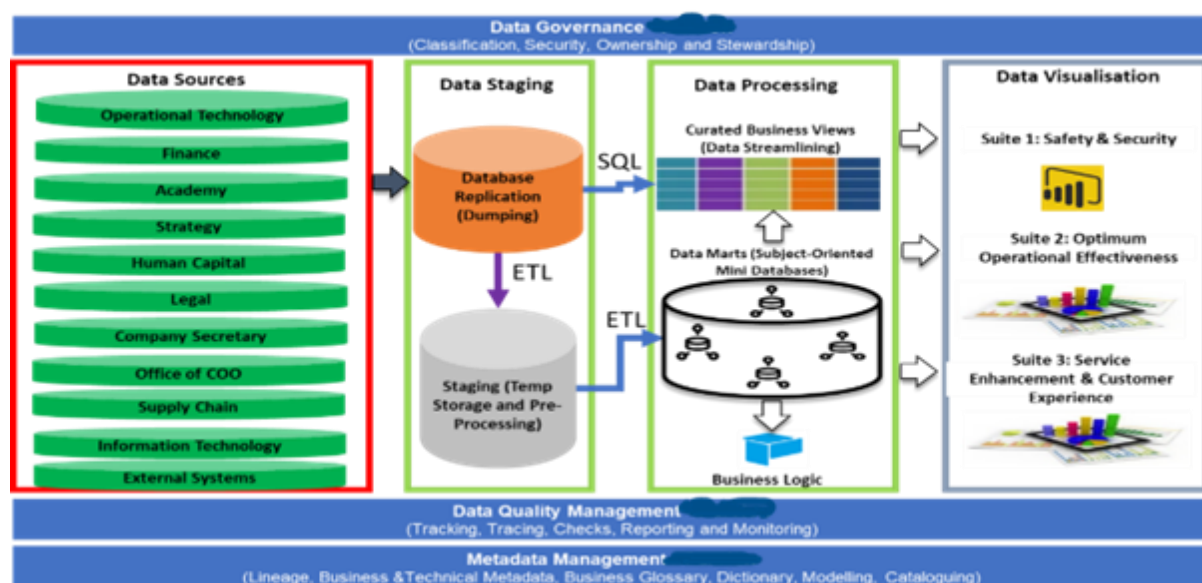
Data Governance	Data Integration	Data analytics and Visualisation
Requirements gathering	Source systems analysis	Gather reporting and analytics requirements
Develop standards and policies	Data Modelling	Data analysis
Appointment and training of Data stewards	Automated and robust Data pipelines (ETL)	Development of dashboards and reports
Data strategy	Integration architecture	Maintaining dashboards and reporting
Documentation (Metadata, Master data, Data Architecture, and framework)	Testing	Monitor dashboard usage and provide awareness to users
Data quality management and validation	Performance and optimisation	Conduct regular dashboard security and risk assessment

Data security and privacy	Monitoring, troubleshooting, and logging	Training stakeholders
Data compliance and audit	Synchronisation and scheduling	Documentation and handover

Below are the main data sources known to ATNS, as the business grows and generate data daily other data sources can be discovered. However, the data sources are **Not limited to the list below**

Data Sources	
Oracle ERP	Flat file
SQL Server	Unstructured data (text file)
Moodle DB- Postgress SQL	Emails
SharePoint	API's
Excel	ANAI5-Aeronautical Automated Information System
Subscriptions	A-SMGCS- Advanced Surface Movement Guidance & Control System
Weather data	
Radar data	AIM data - Aeronautical Information Management
ADSB- Automatic Dependent Surveillance Broadcast	Topsky data- ASTERIX Category 062 surveillance data
ATFM - Air Traffic Flow Management data	And any other data sources applicable to business

NB: Aeronautical data require to be decoded into a structured readable format, these includes but not limited to Radar data, Topsky data, ANAIS, A-SMGCS, ADSB, CAMU, AIM, Weather



4.4. **System Specification**

4.4.1. **Security requirements**

- Authorised access to EDW will only be limited to Data Management team.
- Antiviruses and firewall protection will be applied on EDW.
- Audit trail of all logins will be kept.
- Security assessments will be performed on EDW.

4.4.2. **Backup and disaster recovery**

- Backup of EDW will be kept for disaster recovery.

4.5. **System Requirements**

4.5.1. **FUNCTION 1: Identify Data Stewards**

Collaboration with Data Stewards is essential for the successful integration of data into the Enterprise Data Warehouse (EDW). Given their in-depth knowledge of the data within their respective departments, Data Stewards play a key role in ensuring that this expertise is effectively shared. This collaboration helps both teams maintain the accuracy and quality of data entering the EDW. While data governance sets the overarching policies and frameworks, the Data Stewards, alongside the Data Management team, are responsible for the practical coordination of EDW-related activities. Acting as a bridge between business users and IT, Data Stewards help manage and align organizational data needs with technical solutions.

High level list of functions of Data Stewards

- a) Identify what data exists in their departments.
- b) Identify location/source of the data.
- c) Making sure that the data can be found, used, is safe, and can be trusted.
- d) Keeping track of the truth and accuracy of data lineage.
- e) Putting rules in place about how data can be used.
- f) Moving toward a culture that is driven by data.
- g) Promoting data that can be trusted.

4.5.2. **FUNCTION 2: Data Governance**

Data stewards together with the service provider and the Data Management team need to come up with internal standards and data policies that apply to how data is gathered, stored, processed, and disposed of. Data team and Data stewards need to keep an audit trail who has access to which data and why. Data team and the service provider need to keep data dictionaries and metadata that provides an overview of the meaning of data. Data Management team and the service provider need to ensure that data is classified in

appropriate categories according to the level of risk that the data pose. This will ensure that appropriate security majors are applied on each category of the data.

High level list of functions of Data Stewards

- a) Define data standards, naming conventions, and metadata standards for consistent data management across the EDW
- b) Draft and document data-related policies (e.g., data quality, classification, security, privacy, retention).
- c) Create and Implement Data Governance Operating Model and governance workflows
- d) Ensure metadata governance processes are in place, including version control, ownership, and linkage to business definitions
- e) Align data governance practices support compliance with relevant laws and standards
- f) Provide recommendations for data governance tool and configure and deploy selected tools

4.5.3. **FUNCTION 3: Gather reporting requirements**

- a) The service provider to schedule workshops, interviews, and surveys to understand stakeholders reporting needs and pain points
- b) Review existing reports, dashboards, and reporting tools currently in use.
- c) Document challenges, gaps, duplication, and inefficiencies in current reporting processes.
- d) Work with data stewards and stakeholders to understand the key indicators the business needs to report on.
- e) Identify the key reporting challenges currently faced.
- f) Identify reporting audience and what level of access do they require on the reports.
- g) Document who will use each report and what level of access or data sensitivity applies
- h) Compile a comprehensive reporting requirements document or specification.
- i) Validate the captured requirements with stakeholders through review sessions and sign-offs

4.5.4. **FUNCTION 4: Analyse the data**

Analyse all the data that was identified by data stewards in order to understand how data will be used for reporting.

Steps to be applied during data analysis:

- a) Engage stakeholders to understand business questions, objectives, and key performance indicators (KPIs).
- b) Translate business needs into data analysis requirements
- c) Conduct data profiling to assess data quality, completeness, distributions, and anomalies.
- d) Identify patterns, relationships, and outliers in datasets.
- e) Develop analytical datasets and data marts aligned with business needs.
- f) Collect and store data.
- g) Data Cleaning and processing
- h) Analyse data.
- i) Communicate key findings of the data with data stewards.

4.5.5. **FUNCTION 5: Extract Data (ETL jobs)**

- a) Identify and analyse source systems.
- b) **Create a data model.** EDW will use a data model called “Star Schema”. Star schemas can be applied to data warehouses, databases, data marts, and other tools. The star schema design is optimised for querying large data sets. Data should be organised in facts and dimensional tables in the EDW.
- c) **Create ETL jobs** to get data from source to visualisation. ETL jobs will be created using SSIS packages extracting from various sources, such as SQL Server database, Oracle database, and Excel files etc. It uses cleaning and merging processes to create curated business views.
- d) Document data structures, formats, volumes, update frequencies, and access protocols
- e) **ETL Design and Architecture** - Design scalable and modular ETL processes aligned with data modelling and integration requirements.
- f) **Data extraction** - Develop automated extraction mechanisms to pull data from source systems
- g) Ensure secure connections and minimal impact on source system performance
- h) **Data Transformation** - Apply data cleansing, standardization, validation, enrichment, and business rules
- i) Handle data type conversions, deduplication, and error handling procedures
- j) **Data Loading into EDW** - Load data into staging layers, operational data stores (ODS), and EDW target layers as per data architecture.
- k) Ensure referential integrity and consistency of loaded data.
- l) Ensure appropriate use of change data capture (CDC) or timestamp-based updates
- m) Implement robust **error-handling** mechanisms and exception management.

- n) **Maintain detailed logs** for monitoring, auditing, and troubleshooting ETL jobs.
- o) Develop **ETL Job Scheduling and Automation** during acceptable time windows
- p) **Fine tune ETL** jobs for optimal performance and resource utilisation
- q) Ensure data **security and compliance** during extraction, transformation, and loading
- r) Apply data masking or encryption for sensitive data elements.
- s) Document ETL processes, job logic, data mappings, and dependencies and maintain version control and change history of ETL jobs
- t) Conduct unit testing, system integration testing, and user acceptance testing (UAT) for ETL jobs and validate completeness and consistency post-load

4.5.6. **FUNCTION 6: Data Validation**

Data validation is the process of ensuring that data is clean, correct, and useful. Within an ETL process, data validation is the systematic process of checking the accuracy and quality of data both before and after it is extracted, transformed, and loaded. This involves verifying if the data has been correctly extracted from source systems, transformed as per defined business rules, and accurately loaded into EDW. This process is crucial to maintaining the overall data quality and to ensure that subsequent data analysis and reporting are based on accurate and reliable data.

- a) **Schema and data type checks** to ensure data conforms to expected structures and formats.
- b) **Null, missing, and duplicate checks** to identify incomplete or redundant records.
- c) **Referential integrity and cross-field validations** to maintain relationships and logical consistency between data elements.
- d) **Range, threshold, and outlier detection** to flag values outside expected limits.
- e) **Business rule validation** to apply custom logic specific to organizational needs.
- f) **Data reconciliation** to compare source and EDW data for completeness and accuracy.
- g) **Metadata and audit logging** to track validation results and support traceability.
- h) **User review and sign-off** to ensure business stakeholders validate and approve data before final use.

4.5.7. **FUNCTION 7: Visualisation**

Once curated business views have been built using logical business steps. The service provider will visualise the data using appropriate visualisation tools.

- a) Gather visualisation requirements through workshops and interviews

- b) Design intuitive and user-friendly dashboards and reports tailored to specific business functions.
- c) Apply best practices in data visualisation to enhance clarity, storytelling, and insight delivery
- d) Develop dashboards using agreed-upon open-source or licensed tools
- e) Enable drill-down, filtering, slicing, and export features for enhanced user interaction.
- f) Implement Role-Based Access and Security in dashboards and ensure sensitive data is only accessible to authorised users.
- g) Conduct user acceptance testing (UAT) to validate data accuracy, layout, usability, and performance of dashboards.
- h) Deploy dashboards to a central portal or reporting environment accessible to business users

4.5.8. **FUNCTION 8: Change Management**

- a) Identify and analyse key stakeholders, assessing their interests and potential resistance.
- b) Create and execute a communication plan to keep stakeholders informed and engaged.
- c) Conduct training needs assessments and deliver tailored training programs.
- d) Facilitate user engagement sessions and collect feedback during development and rollout.
- e) Assess change impacts on roles, processes, and technologies, and develop mitigation plans.
- f) Monitor change readiness and user adoption through surveys and usage tracking
- g) Maintain documentation, version control, and audit trails for all approved changes.

4.5.9. **FUNCTION 9: Maintenance**

Maintain EDW and dashboards ensure that it delivers accurate reliable data.

- a) Monitor system health, ETL processes, and data quality continuously.
- b) Respond to and resolve operational incidents and user-reported issues promptly.
- c) Optimize system performance, including queries, data models, and storage.
- d) Manage and improve ongoing data quality in collaboration with data stewards.
- e) Apply software patches, updates, and security fixes after testing.
- f) Perform regular backups and maintain disaster recovery plans.
- g) Keep technical and user documentation current and provide knowledge transfer.
- h) Manage enhancement requests via formal change control processes.
- i) Ensure compliance with data governance, privacy, and security policies.
- j) Provide regular maintenance status reports and recommendations.

4.6. OPERATIONAL REQUIREMENTS

4.6.1. This chapter outlines the critical operational requirements necessary to ensure the Enterprise Data Warehouse (EDW) functions efficiently, reliably, and securely once deployed. It defines the essential conditions that support the day-to-day management, maintenance, and use of the EDW environment, focusing on system availability, performance, scalability, data quality, security, and compliance. By establishing these operational criteria, the organization aims to provide a robust foundation for continuous, seamless data processing and analytics that align with business objectives and user expectations.

4.6.2. Availability and Uptime

- a) EDW systems and services must be available 24/7 or during defined business hours with agreed minimum uptime (e.g., 99.9%).
- b) Scheduled maintenance windows should be communicated in advance.

4.6.3. Performance

- a) System response times for queries and reports should meet predefined SLAs (e.g., dashboards load within 5 seconds).
- b) ETL processes should complete within defined batch windows to ensure timely data availability.

4.6.4. Scalability

- a) The EDW infrastructure must support growth in data volume, number of users, and report complexity without performance degradation.
- b) Ability to scale resources vertically (more power) and horizontally (additional nodes).

4.6.5. Data Quality and Integrity

- a) Continuous data validation and cleansing processes must be operational to ensure trusted data.
- b) Mechanisms for detecting and correcting data errors in near real-time or as per business needs.

4.6.6. Security and Access Control

- a) Role-based access control (RBAC) must be enforced to restrict data access based on user roles.
- b) Sensitive data must be protected through encryption, masking, or anonymization.
- c) Audit logs of data access and system changes should be maintained.

4.6.7. Backup and Disaster Recovery

- a) Regular automated backups of data and metadata must be performed.
- b) Disaster recovery plans and processes should enable system restoration within defined recovery time objectives (RTO) and recovery point objectives (RPO).

4.6.8. **Monitoring and Alerting**

- a) Continuous monitoring of system health, ETL jobs, data quality, and security events.
- b) Automated alerts and notifications for failures, performance issues, or security breaches.

4.6.9. **Deployment model**

- a) The solution must support an on-premise deployment within ATNS' data centre infrastructure.
- b) The solution architecture must be cloud-ready and be portable to a private cloud environment in the future.

5. Validity Period

- 5.1. Proposals must remain valid for **120 days** from submission.
- 5.2. Bidders may request an extension to this validity period in advance, providing reasons and justifications for the additional time required.
- 5.3. However, ATNS reserves the right to approve or decline such requests in the interest of maintaining the competitiveness, fairness, and transparency of the bidding process.
- 5.4. Bidders will be notified in writing regarding any matters related to extensions, if and/or when necessary.

6. Correspondence during the Bid and Clarifications Before Closure.

- 6.1. All queries should be directed to:
 - 6.1.1. **Nhlanhla Mdamba:** nhlanhlamd@atns.co.za AND cc: tenders@atns.co.za
 - 6.1.2. Insert the reference + Description of tender on the subject line
 - 6.1.3. All written queries and requests for clarification regarding this bid must be submitted using the Form of Questionnaire (**Appendix A**) by latest **13 July 2026** at **17h00** CAT.

7. Bid Submission Structure

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

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

- ¶ **Volume 1A:** General instructions and administrative requirements (*Excluding SBD 3.3 and 6.1*)
- ¶ **Volume 1B:** Conditions and Form of Contract (Service Level Agreement)
- ¶ **Phase 1:** Administrative Requirements
- ¶ **Phase 2:** Mandatory requirements

7.1.2. Parcel B – Technical Proposal (Phase 3 Evaluation)

- ¶ **Phase 3:** Functionality/Technical specifications

7.1.3. Parcel C – Price and Specific Goals (Phase 4 Evaluation)

- ¶ **SBD 3.3** - Pricing Schedule – (Professional Services)
- ¶ **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)

7.1.4. 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.

7.1.5. 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.

7.1.6. 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.

- 7.1.7. 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.
- 7.1.8. 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.

8. Procedures for Submitting Bids

- 8.1. **Closing date and time: 17 July 2026, 11h00 CAT**
- 8.2. Submissions can be made **online or via hard copy**.
 - 8.2.1. For online submissions: bid submissions must be made via the e-Submission (e-Tender) system.
 - 8.2.2. Hard copy submissions: Include **one original, one copy, and one PDF** version on USB.
 - 8.2.3. Hard copies must be submitted to:
ATNS Company Limited
Eastgate Office Park, Block C
South Boulevard Road, Bruma, 2298, South Africa

SECTION B: BID EVALUATION PROCESS

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

9. Stage 1: Administrative Requirements

No.	Requirement	Description
9.1.	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

9.2. Non-Compliance with Administrative Requirements

9.2.1. If the Bidder fails to comply with any of the administrative requirements, or if ATNS is unable to verify whether these requirements are met, ATNS reserves the right to:

- a) **Reject the bid** and exclude it from further evaluation, or
- b) **Accept the bid for evaluation**, subject to the following condition:
 - The Bidder must submit any supplementary information within **seven (7) days** to achieve full compliance.
 - The supplementary information must strictly address **administrative requirements** and **not be substantive** in nature.

10. Stage 2: Mandatory requirements

10.1. During this stage 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.

10.2. **NOTE:** Failure to provide the below documents will result in automatic disqualification

No.	Mandatory Criteria	Details of the Requirements	Proof Required	Conditions/Notes
10.2.1.	Bidder experience in Enterprise Data Warehouse (EDW) Implementation	Proven experience in the successful implementation of functional Enterprise Data Warehouses (EDW).	A minimum of three (3) reference letters from previous customers.	<ol style="list-style-type: none"> 1. Each reference letter must include a detailed project summary outlining specific EDW implementation undertaken. 2. The document must be on the official letterhead of the client organization (referee) 3. Each document must be signed by an authorized representative of the client. 4. Must include contact details for verification (phone number and/or email address) 5. Letters of appointment, project award notifications, or contracts will not be accepted as substitutes. 6. Failure to submit a valid and current document shall result in a bidder not considered further in the evaluation process
10.2.2.	Experience of Skilled Resources	The bidder must provide a minimum of nine (9) resources with proven experience in implementing end-to-end EDW projects across multiple environments, using various tools and programming languages.	<p>Bidder must submit detailed CV of the below resources clearly indicating relevant experience aligned to EDW implementations and their respective roles with minimum relevant experience as indicated per resource.</p> <p>The required resources are:</p> <ul style="list-style-type: none"> • Data Architect x 1 with minimum 5 years' experience • Data Engineers (ETL and Data Modeller) x 2 with minimum 7 years' experience per resource • BI Developers x 3 – minimum 7 years' experience per resource • Business Analysts x 2 – minimum 7 years' experience per resource • Project Manager (IT Projects) x 1 – minimum 5 years' experience 	<ol style="list-style-type: none"> 1. Bidders must clearly indicate the specific role for each submitted CV. Each CV must be labelled accordingly (e.g., Project Manager, Business Analyst, Data Architect, Data Engineer, BI Developer, and Business Analyst) 2. ATNS will not assume or infer the intended role of a resource where this has not been explicitly stated. 3. Failure to clearly identify the proposed role for each resource may result in the resource not being evaluated or being scored accordingly. 4. If any of the proposed resources need to be replaced during the project, the replacement resource must meet the same minimum qualifications and experience requirements as originally specified. 5. The replacement resource must be submitted to ATNS for review and approval prior to commencing any work on the project

10.2.3.	Qualifications for Resources	<p>Each resource must hold at least one relevant and valid qualification at NQF Level 6 (National Diploma) or higher in any of the following fields:</p> <p><i>B.Eng. or BSc or BCom or Advance diploma or BTech in Computer Science /Electronics/ Electrical/ Computer Engineering /Data Management/ Information Systems/ Computer Studies/ Informatics/ Information system /Information Technology/ Data Analytics/ Data Management/ Information Systems/ Data science/ Project Management</i></p>	<p>Bidder must submit certified copies (not older than six (6) months from closing date) of qualifications for all of the following proposed resources</p> <p>The required resources are:</p> <ul style="list-style-type: none"> • Data Architect x 1 • Data engineers (ETL and Data modeler) x 2 • Business Intelligence (BI) developers x 3 • Business Analyst x 2 • Project Manager x 1 	<p>1. Failure to submit a valid and current document shall result in a bidder not considered further in the evaluation process</p>
---------	------------------------------	--	--	--

11. Stage 3: Functionality/Technical Evaluation

As part of the technical evaluation process, Tenderers must adhere strictly to the prescribed response format for the technical requirements. This approach ensures a fair, consistent, and transparent assessment of all submissions. The guidelines below outline how this section will be evaluated.

Submission Language and Format Requirements

All responses, diagrams, project management documentation, and drawings must be submitted in English.

8.1.1 Response Format and Evaluation Criteria

Instruction	Requirement
Response Format	Tenderers must respond in full to each item using the format provided.
Adherence to Format	The only responses that will be used for evaluation and assessment are those submitted in the designated spaces.
Additional Documentation	No additional documentation or alternative response formats will be considered during evaluation.

8.1.2 Clarity and Relevance of Responses

(a) Responses that are unclear, inadequate, or missing supporting evidence (or reference thereto) will be deemed “Not Compliant (NC)”, even if:

- The compliance column is marked as “Comply”, and/or
- The tenderer’s offer meets the requirement.

(b) Tenderers must ensure that their responses directly address the requirements of the specific paragraph.

- If a response does not align with the requirement, it will be deemed “Not Compliant (NC)”.

8.1.3 Declaration of Compliance

Compliance status	Meaning
C	Fully Compliant
NC	Not Compliant

- For each paragraph of the Technical Requirements, Tenderers must declare their level of compliance in the “Compliance” column using the codes above.
 - In addition, Tenderers must provide a supporting statement and/or information in the space provided to explain how the proposed system/solution meets ATNS requirements.
- Important: If no supporting statement or information is provided, the response will be considered Not Compliant (NC).

8.2 Technical Evaluation Criteria.

8.2.1 The technical evaluation will be scored out of a total of 100 points. In order to be considered for further evaluation, Tenderers must achieve a **minimum qualifying score of 75 out of 100**. This threshold is designed to ensure that only proposals demonstrating a comprehensive understanding of the technical requirements, along with the capability to meet them effectively, proceed to the next stage of the evaluation process.

8.2.2 Failure to meet the minimum threshold will result in disqualification, regardless of the quality or competitiveness of other elements of the bid. Tenderers are therefore encouraged to provide clear, detailed, and substantiated responses aligned with the evaluation criteria to maximise their technical score.

8.2.3 Technical Evaluation Criteria Table for Enterprise Data Warehouse

Summary of technical Requirements and Weighting

Ref#	Technical Requirement	Weight
[A]	An approach to implementing robust data quality management processes within the Enterprise	20

	Data Warehouse (EDW) environment to ensure the accuracy, consistency, completeness, and reliability of data used for reporting and analytics	
[B]	An approach to implementing data governance, data profiling, and master data management (MDM)	20
[C]	Demonstrate understanding in implementing robust security measures for on-premises and hybrid (private cloud) databases and infrastructure	20
[D]	Experience with documentation of the EDW architecture, data models, ETL processes, and operational procedures Vendor must produce architecture artefacts. These must include: <ul style="list-style-type: none"> • Solution architecture blueprint • Integration architecture diagrams • Data flow architecture model • Deployment architecture 	20
[E]	A plan for effective knowledge transfer to internal team	20
	Total	100

8.3 Technical requirements

Requirement Description	
[A] Data quality management	
A document plan to implementing robust data quality management processes within the Enterprise Data Warehouse (EDW) environment to ensure the accuracy, consistency, completeness, and reliability of data used for reporting and analytics.	
Allocated Weight	20,00
Required Evidence	A document plan to implementing robust data quality management processes: <ul style="list-style-type: none"> • Methodology for implementing data validation rules (4 Points) • Approach to data profiling of source systems (4 Points) • Data cleansing and standardization techniques (4 Points)

	<ul style="list-style-type: none"> • Approach to duplicate detection and resolution (4 Points) • Mechanisms for monitoring and reporting data quality metrics (4 Points)
Compliance (C/NC)	
Bidder's Full Response	
Reference to supporting evidence	

Requirement Description	
[B] An approach to implementing data governance, data profiling, and master data management (MDM)	
A document plan to implementing data governance, data profiling, and master data management (MDM) within the on-premises EDW and future fit (Private cloud/ Hybrid)	
Allocated Weight	20,00
Required Evidence	<p>A document outlining the following-</p> <ul style="list-style-type: none"> • The implementation approach and methodology (3 points) • Governance framework and processes (3 points) • Data profiling techniques (3 points) • MDM architecture and implementation approach (3 points) • Tools and technologies that will be used (4 points) • Architecture diagrams illustrating how governance and quality processes integrate with the EDW (4 points)
Compliance (C/NC)	
Bidder's Full Response	
Reference to supporting evidence	
Requirement Description	
[C] Demonstrate understanding in implementing robust security measures for on-premises and hybrid (private cloud) databases and infrastructure	
A document plan in implementing robust security measures for on-premises databases and infrastructure such as, access control, encryption at rest and in transit, auditing, vulnerability management	
Allocated Weight	20,00

Requirement Description	
Required Evidence	<p>A document outlining standard security practices for database environments. This should include a high-level overview of the approach to handling:</p> <ul style="list-style-type: none"> • Access control (4 Points) • Encryption at rest and in transit (4 Points) • Auditing and logging mechanisms (4 Points) • Vulnerability management procedures (4 Points) • Security architecture (4 Points)
Compliance (C/NC)	
Bidder's Full Response	
Reference to supporting evidence	

Requirement Description	
[D] Experience with documentation of the EDW architecture, data models, ETL processes, and operational procedures	
<u>Documentation of the EDW architecture:</u> Experience with documenting the EDW architecture, data models, ETL processes, and operational procedures	
Allocated Weight	20,00
Required Evidence	<p>Provide 1 or more sample or anonymized documentation from a previous EDW project that includes:</p> <ul style="list-style-type: none"> • EDW architecture diagrams <ul style="list-style-type: none"> ○ Solution architecture blueprint (2 points) ○ Integration architecture diagrams (1 point) ○ Data flow architecture model (1 point) ○ Deployment architecture (1 point) • Data model schema and Entity Relationship Diagram / dimensional models (5 points) • ETL process workflows and data pipeline diagrams (5 points) • Standard Operating Procedures for EDW maintenance and data refresh (5 points)
Compliance (C/NC)	

Requirement Description	
Bidder's Full Response	
Reference to supporting evidence	

Requirement Description	
[E] A plan for effective knowledge transfer to internal team	
Knowledge Transfer: A plan for effective knowledge transfer to internal team	
Allocated Weight	20,00
Required Evidence	Provide the knowledge transfer and training plan for internal developers. The plan should include but not limited to the following: <ul style="list-style-type: none"> • Implementation Plan (4 points) • Training programme (4 points) • Samples of resources or materials to be provided (4 points) • Duration and format of training (in-person, virtual, hybrid) (4 points) • Documentation handover plan (4 points)
Compliance (C/NC)	
Bidder's Full Response	
Reference to supporting evidence	

12. Stage 4: Price and Preference Points for Specific Goals

12.1. The bid will be evaluated using the **80/20 point system**.

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

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

taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

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

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

Where

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

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

Required Document	Definition	Required Evidence for evaluation
SBD 3.2	PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)	Full completed and signed Standard Bidding Document (SBD 3.2) and any other Price related document as requested in this bid

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

The specific goals allocated in terms of this bid	Definition	Required Evidence	Number of points allocated (80/20 system)
51% Black Owned suppliers (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 51% black ownership, which confers both voting rights and economic interest to black people	<ul style="list-style-type: none"> Central Supplier Database (CSD) Registration Report Companies and Intellectual Property Commission (CIPC) document Documents Shareholder Certificates ID copies of shareholders B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs) 	10,00
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	An entity with at least 30% black woman ownership, which confers both voting rights and economic interest to black people	<ul style="list-style-type: none"> Central Supplier Database (CSD) Registration Report Companies and Intellectual Property Commission (CIPC) document Documents Shareholder Certificates ID copies of shareholders 	10,00

		<ul style="list-style-type: none"> • B-BBEE Certificate or Sworn Affidavit (for EMEs/QSEs) 	
--	--	---	--

12.4.1. The Bidder must indicate how they claim points for specific 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/RFP13/06/2026/27/ICT_EWD	CLOSING DATE:	17 July 2026	CLOSING TIME:	11h00
DESCRIPTION	The appointment of a service provider for the development of enterprise data warehouse and all the dashboards / reports for all ATNS departments from various sources into a centralised location				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nhlanhla Mdamba		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1218		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Nhlanhlamda@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> NO					

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES
<input type="checkbox"/> 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:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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:

38. SBD 3.3: Pricing Schedule (Professional Services)

NAME OF BIDDER:	BID NO.: ATNS/RFP13/06/2026/27/ICT_EWD
CLOSING TIME 11h00	CLOSING DATE...17 July 2026.

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

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

Description	Quantity	Once-off Unit Costs	Total Once-off Costs
Project kick off, Planning, Requirements gathering, project charter and relevant documentation	1	R	R
Implementation of EDW project	1	R	R
Development of all dashboards and reports	1	R	R
Data Governance, Quality Framework, develop standards and policies	1	R	R
EDW Architecture and Design	1	R	R
Training and knowledge transfer costs	1	R	R
Project closeout and handover documentation	1	R	R
Once off total Costs excluding VAT			R
VAT @ 15%			R
Once off total Costs including VAT			R

Table A: Once off costs

Description	Quantity	Monthly Costs	Annual Costs
Maintenance and Support (year 1)	12	R	R
Annual total Costs excluding VAT		R	R
VAT @ 15%		R	R
B – Annual total Costs including VAT		R	R

Table B - Support and Maintenance (year 1)

Description	Quantity	Monthly Costs	Annual Costs
Maintenance and Support (year 2)	12	R	R
Annual total Costs excluding VAT		R	R
VAT @ 15%		R	R
B – Annual total Costs including VAT		R	R

Table C: Support and Maintenance (year 2)

Description	Annual Costs
Total Bid Price (A + B + C) (Including VAT)	R

39. Protection of Personal Information

- 39.1. The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the 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.
- 39.2. 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.
- 39.3. 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:
- 39.3.1. 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;
- 39.3.2. without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –

- 39.3.2.1. the unauthorised or unlawful processing of such Personal Information; and
 - 39.3.2.2. the accidental loss or destruction of, or damage to, such Personal Information; and
 - 39.3.2.3. 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.
- 39.4. 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.
- 39.5. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 39.6. 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.
- 39.7. 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.
- 37.8. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
- 37.8.1. The information is voluntarily supplied, without undue influence from any party; and
 - 37.8.2. The information is necessary for the purposes of the engagement with ATNS.
- 37.9. The tenderer acknowledges that he /she is aware of his/her right to:
- 37.9.1. Access the information at any reasonable time for the purposes of rectification thereof.

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

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

38. SBD 4: BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest⁽³⁾ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.

3.4 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.

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

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

39. **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) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any

of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

40. 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **“Day”** means calendar day.
- 1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10. **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21. **"Purchaser"** means the organization purchasing the goods.
- 1.22. **"Republic"** means the Republic of South Africa.
- 1.23. **"SCC"** means the Special Conditions of Contract.
- 1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 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**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. **Inspections, tests and analyses**

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

- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. **Packing**

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

contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 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 fulfillment 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. **Penalties**

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

23. **Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
 - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of liability**

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

29. **Governing language**

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

30. **Applicable law**

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the

bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

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: nhlanhlamd@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. _____