

# AIR TRAFFIC AND NAVIGATION SERVICES SOC LTD



## APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR CLEANING, HYGIENE AND PEST CONTROL AT CAPE TOWN SITES (FACT) FOR A PERIOD OF FIVE (5) YEARS.

<b>RFP REFERENCE NUMBER:</b>	ATNS/RFP031/21/22/ Cleaning, Hygiene And Pest Control
<b>CLOSING DATE:</b>	19August 2022
<b>CLOSING TIME:</b>	12:00 (no late responses will be accepted)
<b>NON- COMPULSORY BRIEFING SESSION:</b>	<p><b>Date:</b> 05 August 2022</p> <p><b>Time:</b> 10am</p> <p><b>Venue:</b> Microsoft Teams</p> <p><b>Bidders must request for a briefing session link from <a href="mailto:andyn@atns.co.za">andyn@atns.co.za</a> copy <a href="mailto:tenders@atns.co.za">tenders@atns.co.za</a> by the 04 August 2022 at 16h00 and the link will be provided.</b></p>
<b>COMPULSORY REQUIREMENTS</b>	<ol style="list-style-type: none"> <li>1. Valid Tax Compliance Report and Pin</li> <li>2. Company Registration Documents</li> <li>3. Valid B-BBEE certificate (levels 1-4)</li> <li>4. Latest CSD Report</li> </ol>
<b>BID VALIDITY PERIOD:</b>	180 days (commencing from Bid closing date)
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR CLEANING, HYGIENE AND PEST CONTROL FOR A PERIOD OF FIVE (5) YEARS.</b>
<p><b>DEPOSITED IN THE BID BOX SITUATED AT:</b></p> <p style="text-align: center;"><b>OR</b></p> <p><b>SUBMITTED ONLINE VIA A LINK TO BE SHARED: SEND AN EMAIL TO <a href="mailto:tenders@atns.co.za">tenders@atns.co.za</a></b></p>	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298</p> <p style="text-align: center;"><b>OR</b></p> <p>Should a bidder require to submit their documents online, they must send an email <a href="mailto:tender@atns.co.za">tender@atns.co.za</a> and copy <a href="mailto:andyn@atns.co.za">andyn@atns.co.za</a> to express their interest to</p>

	do so. On the email Bidders must specify on the subject line – the tender number and description. A link will be shared with the Bidder upon receipt of their intention to submit a bid online. A request must be sent <b>no later than 15 August at 12h00</b>
<b>PROCUREMENT CONTACT PERSON:</b>	Andy Ngubane
<b>TELEPHONE:</b>	(011) 607 1000
<b>E-MAIL:</b>	<a href="mailto:andyn@atns.co.za">andyn@atns.co.za</a>

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

**BIDDING STRUCTURE**

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

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

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

Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

<b>HAS AN ORIGINAL VALID TAX CLEARANCE CERTIFICATE/S BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS</b>	
<b>YES</b>	<b>NO</b>

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

**SIGNATURE OF BIDDER:**.....

**DATE:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**-----

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## **IMPORTANT NOTICE**

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

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

The Bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalisation of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.

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

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**General Conditions of Contract**

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## 1.0 GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

1.1. The BIDDER shall submit all responses, diagrams, project management documentation and drawings according to the GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS document and in the English language.

To assist BIDDERS only, each paragraph or article has been appended throughout with the letters “(M)”, to indicate whether the requirement is Mandatory.

**ALL RESPONSES TO THE REQUIREMENTS IN THIS DOCUMENT SHALL BE PROVIDED AS FOLLOWS:**

BIDDERS SHALL RESPOND IN FULL TO EACH ITEM IN THE FORMAT PROVIDED AND REFERENCES (CHAPTER, SECTION, PAGE NUMBER, PARAGRAPH NUMBER) TO DOCUMENTS AND RELEVANT INFORMATION SUPPORTING THE RESPONSES SHALL BE INDICATED IN THE SPACE PROVIDED. THIS INFORMATION WILL BE THE **ONLY RESPONSE USED FOR THE EVALUATION AND ASSESSMENT.**

Responses, provided in the space allowed, that are not clear or inadequate or the lack thereof shall be interpreted as **“Not Compliant”** even though the compliance column is declared as “Comply” and/or the BIDDER’s offer meets the requirement. BIDDER’s shall ensure that each response correctly addresses the requirement stated. Responses not addressing the requirement of the specific paragraph shall be interpreted as **“Not Compliant”**.

BIDDER’s shall declare compliance to each and every paragraph of this document in the column labelled “Compliance” as follows:

C: fully compliant= Full Points on Offer

NC: not compliant= 0 points.

BIDDER’s shall, for paragraphs declared “C” or “NC”, include a statement as to the nature of the variation and may additionally supply supporting information in the space provided to demonstrate how the proposal meets the needs of ATNS.

Number: 7.4.4.1; indicates that the requirement is mandatory and proposals not compliant with the requirement shall be disqualified for further evaluation.

## 1.2. Background and Introduction

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

Standing strong with over 1100 employees, ATNS strives to continuously provide safe airspace, orderly, expeditious and efficient management of Air Traffic Management services.

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The company operates at 21 aerodromes within the country, including OR Tambo, Cape Town and King Shaka International Airports.

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

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

### **Vision**

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

### **Mission**

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

Our business is driven through our embedded Values, being:

- Accountability
- Safety and customer service
- Continuous improvement and innovation
- Employee engagement and development
- Fairness and consistency
- Open and effective communication

The Air Traffic and Navigation Service Company Limited (ATNS) is a State-Owned Company (SOC), established in 1993 in terms of the ATNS Company Act (Act 45 of 1993) to provide air traffic management solutions and associated services on behalf of the State. These services accord with International Civil Aviation Organisation (ICAO) standards and recommended practices, and the South African Civil Aviation Regulations and Technical



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Standards. As an air navigation services provider (ANSP), ATNS is governed by the nation's legislative and administrative framework.

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

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

### **Regulated Business**

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

#### Air navigation services and infrastructure

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

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

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

#### Air traffic service charges

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

#### Training institution

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

### **Non-Regulated Business**

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

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also enable ATNS to enter into joint ventures and partnerships with external suppliers so that the Company can harness more valuable market opportunities and extend its regional influence and reach.

Additional information is available on ATNS website – [www.atns.co.za](http://www.atns.co.za)

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### **1.3.APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR CLEANING, HYGIENE AND PEST CONTROL FOR A PERIOD OF FIVE (5) YEARS**

#### **1.4.Acquisition strategy**

The proposed acquisition strategy is to award to one supplier meeting the ATNS Preferential Procurement requirements for the entire scope of sourcing, implementation and support of the project. Suppliers that do not meet the Preferential Procurement requirements must partner with a local supplier that meets the requirements in the form of a joint venture.

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## 2. GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

### 2.1. Correspondence during Bid Period

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

- 2.1.1 All correspondence to ATNS shall be in writing and addressed to:  
Andy Ngubane: Procurement  
ATNS Company Limited,  
Private Bag X15,  
Kempton Park  
1620,  
South Africa

- 2.1.1 All correspondence shall be made as follows:

**Ref No:** ATNS/RFP031/21/22 Cleaning, Hygiene and Pest Control  
**Date:** Day/Month/Year  
**To:** ATNS Company Ltd  
**From:** Name of Bidder

**Subject:** APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR CLEANING, HYGIENE AND PEST CONTROL FOR A PERIOD OF FIVE (5) YEARS

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All correspondence may be sent by email to andyn@atns.co.za or alternatively delivered by hand at the address specified in 2.1.1 The Company, however, shall not be responsible for non-receipt of any correspondence sent by post either registered or otherwise.

## 2.2.Failure to Adhere to Instructions

**FAILURE TO ADHERE TO THE FOLLOWING BID SUBMISSION INSTRUCTIONS SHALL RESULT IN THE BID BEING RENDERED UNRESPONSIVE AND ELIMINATED FROM FURTHER EVALUATION.**

### 2.2.1 Preparation of Bid

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

- **Parcel A - Commercial Proposal; Financials and Price Structure**
  - **Parcel B - Technical Proposal**
- **Parcel A - Commercial Proposal; Financials and Price Structure. - labelled and tabled as per index.**

<b>Parcel A Index</b>	<b>Commercial Proposal; Financials and Price Structure</b>	<b>Confirm Submission with X</b>
A1	Company Information including <ul style="list-style-type: none"><li>• Registration documents,</li><li>• Details of the company Shareholders and their respective shareholding</li><li>• List of Executive and Non-Executive Directors. percentage of shareholding</li></ul>	
A2	List of proposed Joint Ventures/Sub-contractors/Partners including details of company shareholders and the percentage shareholding.	
A3	Valid B-BBEE Certificate from accredited SANAS Agency or an EME Affidavit certified by commissioner of oath	
A4	Valid Tax Compliance Status and Pin.	
A5	Pricing/Proposed Rates	
A6	Returnable Forms	

- Parcel B - Functional Proposal: Response to the Scope

Parcel B Index	Technical Proposal	Confirm Submission with X
B1	Technical System Specifications	

### 3. BID SUBMISSION CONDITIONS AND INSTRUCTIONS

#### CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

#### 3.1.FRAUD AND CORRUPTION

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

#### 3.2. BRIEFING SESSION

3.2.1 Non-**compulsory** briefing session and will be held at **10h00 on 2022** The session will be follows:

Activity	Date	Location / Nearest Town	Time / meeting or Site Visit Duration
Briefing Session	05 August 2022	VIRTUAL -TEAMS MEETING	10:00 CAT

3.2.2 The venue for the briefing session will take place on TEAMS Meeting, an email requesting to be part of the Briefing session should be send to [andyn@atns.co.za](mailto:andyn@atns.co.za) copy [tenders@atns.co.za](mailto:tenders@atns.co.za) by **04 August 2022 before 16h00**.

3.2.3 Bidders should bring their own copies of the bid documentation to the briefing session as bid documents will not be made available at the session.

3.2.4 Any individual wishing to bid must attend the session in person or send a representative. Any organisation wishing to bid must send a representative. For bids from a Consortium or Joint Venture, a representative of at least one of the organisations must attend the session. Bids from individuals, organisations or consortia of organisations that have not met the attendance requirements will not be considered.

3.2.5 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is preferably to be requested at the briefing session. Bidders are advised to study this document before attending the session and to have all their questions ready.

3.2.6 All those attending will be issued with minutes of the session within the closing date of bid, forwarded electronically upon request.

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### 3.3. CLARIFICATIONS/ QUERIES

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to Andy Ngubane at: [andyn@atns.co.za](mailto:andyn@atns.co.za) not later than 16:00 on the 15 August 2022. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

### 3.4. SUBMITTING BIDS

- 3.4.1 Bids shall be submitted in two separate Parcels. Parcel A (Pricing) and Parcel B (bid document/ returnable). Each parcel shall be prepared contain; 1 (one) original and Two (2) Hard copies Documents and soft copy (PDF format) on a movable storage medium (USB disk), each sealed and addressed in accordance with the following requirements: -
- 3.4.1.1 The name and address of the Bidder;
  - 3.4.1.2 The Bid Number;
  - 3.4.1.3 The closing date of the Bid indicated on the envelope.
  - 3.4.1.4 A Cover Letter, signed by the authorised representative of each member of the Biding Entity, Consortium or Joint Venture, which shall contain
  - 3.4.1.5 List of Bid Proposal Documents and an Index of the contents therein;
  - 3.4.1.6 Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
  - 3.4.1.7 The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 3.4.2 Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number and clearly marked with either the designation "**Original**"

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

- 3.4.3 All Bid Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified under paragraph 3.5.1 of this document.
- 3.4.4 No Bids forwarded by telegram, telex, facsimile will be considered.
- 3.4.5 Pricing must be submitted in a separate sealed envelope in Parcel A.
- 3.4.6 The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the Bidder and initialized on each and every page of the Bid Response.
- 3.4.7 Bid responses sent by post or courier must reach this office at least 36 hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a “late

### **3.5.SUBMISSION OF BID:**

- 3.5.1 The Bid Documents shall be hand delivered to:

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

**No later than 12:00 on the 19 August 2022, local Time at which time the Bid proposals will be collected.**

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

**OR**

**SUBMITTED ONLINE VIA A LINK TO BE SHARED: SEND AN EMAIL TO [tenders@atns.co.za](mailto:tenders@atns.co.za)**

Should a bidder require to submit their documents online, they must send an email to [tenders@atns.co.za](mailto:tenders@atns.co.za) copy [andyn@atns.co.za](mailto:andyn@atns.co.za) to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. A link will be shared with the Bidder upon receipt of their intention to submit a bid online. Requests for online submission link should be sent no **later than 15 August 2022 at 16h00**.

### **3.6.LATE BIDS**

Bids received late shall not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) proposals shall be collected at exactly **12:00** on the 19 August and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.



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### 3.7.NEGOTIATION AND CONTRACTING

- 3.7.1 ATNS have the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.
- 3.7.2 ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.
- 3.7.3 A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties.
- 3.7.4 **Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.**

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### **3.8.ACCESS TO INFORMATION**

- 3.8.1 All bidders will be informed of the status of their bid once the procurement process has been completed.
- 3.8.2 Requests for information regarding the bid process will be dealt with in line with the ATNS procurement policy and relevant legislation.

### **3.9.REASONS FOR REJECTION**

- 3.9.1 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.
- 3.9.2 ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
  - 3.9.3 Have abused the SCM system of ATNS.
  - 3.9.4 Have committed proven fraud or any other improper conduct in relation to such system.
  - 3.9.5 Have failed to perform on any previous contract and the proof exists.
  - 3.9.6 Such actions shall be communicated to the National Treasury.

### **3.10.PAYMENTS**

- 3.10.1 ATNS will pay the contractor the fees set out in the final contract according to the table of deliverables. No additional amounts will be payable by ATNS to the contractor.
- 3.10.2 The contractor shall from time to time during the currency of the contract, invoice ATNS for the services rendered.
- 3.10.3 The invoice must be accompanied by supporting source document(s) containing detailed information, as ATNS may reasonably require, for the purposes of establishing the specific nature, extent and quality of the services which were undertaken by the contractor.
- 3.10.4 No payment will be made to the contractor unless an original tax invoice complying with section 20 of the VAT Act No 89 of 1991, as amended, has been submitted to ATNS.
- 3.10.5 Payment shall be made by bank transfer into the Contractor's bank account normally 30 days after receipt of an acceptable, original, valid tax invoice. Money will only be transferred into a South African bank account. (Banking details must be submitted as soon as the bid is awarded).
- 3.10.6 The Contractor shall be responsible for accounting to the appropriate authorities for its income tax, VAT or other moneys required to be paid in terms of the applicable law.

### **3.11.CANCELLATION OF PROCUREMENT PROCESS**

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

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## **4. CONTRACT TERMS**

- 4.1.1 Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representation made. Bidder should accept that their Bid response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document although variation is not anticipated at this time. If any variation does take place Bidder will be advised as soon as possible.
- 4.1.2 The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in Volume 1B. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the bidder to have adequate professional indemnity insurance. All Bidders must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.
- 4.1.3 All designs and documentation will be the property of ATNS.

## **5. DISCLAIMER**

- 5.1.1 The bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalisation of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the bidder for these costs.
- 5.1.2 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.

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## 6. SCOPE OF WORK

### APPOINTMENT OF A SERVICE PROVIDER TO RENDER CLEANING, HYGIENE AND PEST CONTROL AT ATNS CAPE TOWN (FACT) SITES

Successful service provider will be expected to provide the following

- 6.1. Cleaning, hygiene, pest control services, provide cleaning and hygiene consumables and necessary equipment to operate; and conduct regular operational reviews to ensure continuous innovation and improvement in service delivery, and identify opportunities for reducing costs.

## 7. EVALUATION PROCESS

### 7.1.

#### 7.2. COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA

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

#### 7.3. TECHNICAL MANDATORY, PRICE AND PREFERENCE POINTS

- 7.2.1 All remaining bids as per paragraph 7.1.1 will be evaluated as follows:
- 7.2.2 **The First stage**, bids will be evaluated first for Pre-Qualification Criteria (Preferential Procurement Requirements) prescribed in Preferential Procurement Regulations.
- 7.2.3 **The Second stage**, Bids will be evaluated on the mandatory requirements. Bids will be considered further if it they meet mandatory requirement.

**SHORTLISTED BIDS MAY BE REQUIRED TO PRESENT THEIR SOLUTIONS AFTER THE TENDER AWARD TO CONFIRM RESPONSE SUPPLIED.**

- 7.2.4 **The Third stage**, bids will be evaluated in terms of the 80/20 preference point systems. **Only bids that meet mandatory requirement will be evaluated in accordance with the 80/20 preference point system.**

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#### 7.4. PREFERENTIAL PROCUREMENT REFORM:

##### Preferential Procurement Policy Framework act, Act no 5 of 2017

Black Economic Empowerment is one of the essential objectives of ATNS. In accordance with government policy, ATNS insists that the Bidders demonstrates its commitment and track record to Black Economic Empowerment in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices, (SMME Development) etc.

In accordance with the Preferential Procurement Policy Framework Act (PPPFA) and the Code of Good Practice of the Republic of South Africa, this Bid will be adjudicated in terms of functionality and a scoring system for Price and B-BBEE using the 80/20 or 90/10 scoring system depending on the value of the lowest acceptable bid received. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof and or Original BEE affidavit certified by the commissioner of Oath, together with their Bid responses, to substantiate their BBEE rating claims. Failure to submit a valid B-BBEE certificate will result in the Bidder not qualifying for preferential points.

In addition, the Preferential Procurement (PP) requirements as per the ATNS Procurement Policy which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. ***In this particular tender, ATNS shall give preference to: B-BBEE compliant suppliers with a status level 1 to 4.***

The service provider shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The service provider will be required to submit a new SANAS accredited BBEE or Sworn Affidavit. The service provider shall maintain or improve upon their current B-BBEE Contribution level for the duration of the contract. The service provider will be required to submit a new B-BBEE certificate/Sworn Affidavit every year and each time there are changes in the company.

Suppliers not meeting the requirements of the Preferential Procurement requirements (PP) are required to clearly identify any possible teaming arrangement which could be established with South African BBEE compliant enterprises and which could result in significant Transfer of Technology and Skills development. Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favourably by the Company during the Bid evaluation process.

Partnership must be in the form of Joint Ventures/Consortium/Partners Agreement between compliant B-BBEE and non-B-BBEE Organisation/or foreign supplier in order to meet the policy requirements.

All responsive Bid offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. **The 80/20 or 90/10 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2017:**

- at least 51% Black Owned Suppliers.
- at least 51% Black Woman Owned Suppliers.
- at least 51% Black Youth Owned Suppliers.
- at least 51% Black Woman Youth Owned Suppliers.
- at least 51% Black Owned Supplier with Disabilities.
- at least 51% Black Woman Owned Supplier with Disabilities.
- at least 51% Black Owned Suppliers living in rural or underdeveloped areas or townships.

- 
- at least 51% Black Woman Owned Suppliers living in rural or underdeveloped areas or townships.
  - at least 51% Black Owned Suppliers who are military veterans.
  - at least 51% Black Woman Owned Suppliers who are military veterans.

***Bidders that fail to meet any pre-qualifying criteria stipulated above will be disqualified and will not be evaluated further***

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## 7.5. Bid Response Evaluation

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

### 7.4.1 First Stage: Initial Screening (Pre-Qualification Criteria)

During this stage Bid response documents will be reviewed to assess adherence to submission instructions and compliance to Tax Requirements.

### 7.4.2 Administration Mandatory Requirements

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

The table below summarises the required adherence to the submission instructions and shall also be used by the Bidder as a checklist for the completeness of the submission:

Reference	Requirement	Comply	Do not comply
	Bidders' acceptance of terms and conditions of bid.		
	South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates or affidavit certified by commissioner of auth.		
	<i>Is the Bid divided into commercial (Vol 1) and technical (Vol 2 -4 (if applicable)) submissions?</i>		
	<i>Signed JV/Consortium agreement with clear illustration of portion of work and contract value % that the local EME or QSE will be responsible for.</i>		
	<i>Bidders must submit a workable plan to train and promote black businesses or individuals through meaningful participation in this project.</i>		

### 7.4.3 Transformation

**Preference Criteria - Preferential Procurement (PP) requirements.** The table below summarises the required adherence to the Preferential Procurement (PP) requirements and shall also be used by the Bidder as a checklist for the completeness of the submission. Bidders not meeting the PP requirements of the requirement 1 (1.1 to 1.11) must complete requirement 2. (2.1 & 2.2) and provide supporting documents as illustrated in the table below. **FAILURE ADHERE TO THE TRANSFORMATIONAL REQUIREMENTS WILL RESULT IN AUTOMATIC DISQUALIFICATION:**

REFERENCE	REQUIREMENT	YES	NO
1	Does the Bidder meet the Preferential Procurement requirements? (if <u>Yes</u> , indicate by tick below, if <u>No</u> complete section 2 below)		
1.1	Suppliers with B-BBEE contribution: Level 1- 4 (this requirement is a must for local suppliers)		
1.2	at least 51% Black Owned Suppliers		
1.3	at least 51% Black Woman Owned Suppliers		
1.4	at least 51% Black Youth Owned Suppliers		
1.5	at least 51% Black Woman Youth Owned Suppliers		
1.6	at least 51% Black Owned Supplier with Disabilities		
1.7	at least 51% Black Woman Owned Supplier with Disabilities		
1.8	at least 51% Black Owned Suppliers living in rural or underdeveloped areas or townships		
1.9	at least 51% Black Woman Owned Suppliers living in rural or underdeveloped areas or townships		
1.10	at least 51% Black Owned Suppliers who are military veterans		
1.11	at least 51% Black Woman Owned Suppliers who are military veterans		
2	<b><u>Bidders not meeting</u></b> ownership requirements shall be required to enter into a partnering agreement with a South African supplier that meets the PP requirements: (if Yes, Please complete item 2.1 & 2.2. attach supporting documents)		
2.1	Bidders must submit a workable plan to train and promote black businesses or individuals through meaningful participation in this project.		
2.2	Bidders must submit a clear work plan illustrating work share with the local supplier/partner (clearly illustrating the portion of work that the local EME or QSE will be responsible for and clear confirmation of a minimum of 30% of the total contract value subcontracted to the local EME or QSE).		

Only Bidders that comply with the above mandatory and transformational requirements 1 or 2: (2.1; 2.2) will be evaluated further.



#### 7.4.4 Second Stage: Technical Evaluation

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. The Evaluation is sub-divided into the following steps:

##### 7.5.1.1. Mandatory Technical Requirements.

Bidders who do not comply with any of the mandatory requirements below will be disqualified.

##### 7.5.1.2. Mandatory compliance

Mandatory Criteria	Proof Required
Provide proof of Previous Relevant experience on CLEANING, HYGIENE AND PEST CONTROL. References must be in a form of a signed reference letter/s on a client's business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by closing date of this RFQ.	3 Letters
Proof of registration to any of the following bodies Proof of registration at National Contract Cleaners Association (NCCA)/ South African Cleaning Association (BEECA)	Proof of Registration
Bidder must submit proof of valid accreditation certification with the following approved Authorities: <ul style="list-style-type: none"><li>• Proof of company registration at SABS</li><li>• Proof of registration at Services SETA.</li></ul>	Proof of Registration
Provide proof of Compliance, <ul style="list-style-type: none"><li>• Service Provider to submit proof of COIDA Certificate</li><li>• Service Provider to submit Material Safety Data Sheets (MSDS) of all consumables to be used</li></ul>	Proof of Registration

7.4.4.1 Bidders who meet mandatory requirement will be evaluated in terms of the **80/20** preference point system, where a maximum of **80** points are allocated for price and a maximum of **20** points are allocated in the respect of the level of B-BBEE Contribution of the bidder

7.4.4.2 Costing Template

7.4.4.3 **CLEANING SERVICES**

Item no	Description	Size of office	Quantity	Year 1 R	Year 2 R	Year 3 R	Year 4 R	Year 5 R
1	Cleaning services include consumable per cleaner	3000 m <sup>2</sup>	6 Cleaners	R	R	R	R	R
2	Six monthly carpet washing	65% of the total office area		R	R	R	R	R
3	Annual upholstery deep cleaning	N/A	To cater for an estimate of 200 staff members	R	R	R	R	R

#### 7.4.4.4 HYGIENE SERVICES

Product services /	Quantity	Frequency	Year 1 R	Year 2 R	Year 3 R	Year 4 R	Year 5 R
Deep cleaning of ablution facilities	9	Monthly service	R	R	R	R	R
Automatic sanitizers and refills	9	Monthly rental & refills as needed	R	R	R	R	R
Automatic air fresheners and refills	9	Monthly rental & refills as needed	R	R	R	R	R
Paper towel dispensers and refills	12	Monthly rental & refills as needed	R	R	R	R	R
Wall waste bins and bags	9	Monthly rental & refills as needed	R	R	R	R	R
Foam soap dispenser and refills	9	Monthly rental & refills as needed	R	R	R	R	R
Seat Wipe dispenser & refills	9	Monthly rental & refills as needed	R	R	R	R	R
She-bins	7	Monthly rental & fortnightly service	R	R	R	R	R

#### 7.4.4.5 PEST CONTROL

Office	Description	Size / Quantity	Year 1 R	Years 2 R	Years 3 R	Years 4 R	Years 5 R
Cape Town regional office	Spray and gel for cockroaches, ants, bees, & all other flying insects, poison for mice & rats (rodents)	3000 m <sup>2</sup>	R	R	R	R	R
Cape Town regional office	Insecticides sprays	3000 m <sup>2</sup>	R	R	R	R	R

Description	Year 1	Year 2	Year 3	Year 4	Year 5
TOTAL BID PRICE FOR CLEANING SERVICES					
TOTAL BID PRICE FOR HYGEINE SERVICES					
TOTAL BID PRICE FOR PEST CONTROL					
TOTAL					
VAT					
CLEANING, HYGEINE AND PEST CONTROL GRAND INCLUDING VAT TOTAL					

**FAILURE TO COMPLY WITH THE ABOVE COSTING TEMPLATE WILL LEAD TO DISQUALIFICATION OF YOUR RESPONSE**

#### 7.4.5 Third Stage - Price/B-BBEE Evaluation

7.4.5.1 Points are allocated in terms of the B-BBEE Codes of Good Practice guideline as indicated in the table below. Bidders shall submit valid B-BBEE Certificates which will be verified.

B-BBEE status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

**7.4.5.2 A bidder shall not be awarded points for B-BBEE status level of contributor if the Bid documents indicate that the Bidder intends subcontracting (JV or Consortium) more than 30% of the value of the contract to any other person not qualifying for at least the points that the Bidder qualifies for, unless the intended subcontractor (JV or Consortium) is an EME that has the capability to execute the subcontract.**

- **The points scored by a Bidder for B-BBEE contribution will be added to the points scored for price.**
- **The points scored will be rounded off to the nearest two decimal places.**

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## **7.6.CRITERIA FOR CONTRACTS AWARD**

### Preferential Procurement (PP) Requirements

7.6.1.1. Subject to the instruction set out in clause (3.10.4), priority shall be given to Bidders who meet Order of Preference criteria. In particular, preference shall be given to EME or QSE as illustrated in clause (6.4.2.3).

### Criteria for breaking deadlock in scoring

7.6.1.2. If two or more bidders score an equal total number of points, the contract may be awarded to the Bidder that scored the highest points for B-BBEE.

7.6.1.3. If two or more bidders score equal total points on the functionality evaluation process and equal preference points for B-BBEE, the contract may be awarded to the Bidder that scored the highest points for functionality.

7.6.1.4. If two or more bidders score equal total points in all respects, the award may be decided by the drawing of lots.

**FORM OF BID**  
CLOSING TIME:

ON

BID NO.

VALIDITY: **180 DAYS**

NAME OF BIDDER:

.....  
.....

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY BID PRICE MUST EXCLUDE VALUE-ADDED TAX
1			R
2			R

Manufacturer, type and model

.....

Country of manufacture

.....

Is the offer strictly to specification?

YES / NO

If not to specification, state deviations

.....

Contract period excluding guarantee period

.....

Is the price quoted fixed?

YES / NO

Is the delivery and installation period fixed?

YES / NO

Are the supplies/services guaranteed as required in the Bid specification?

YES / NO

If a guarantee is not specifically required in the Bid specification, are the Supplies/ services guaranteed?

YES / NO

Are you the accredited agent for the manufacturers of the equipment offered?

YES / NO

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

.....

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

.....

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

R.....

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

.....

In respect of supplies to be specially imported, indicate -

(i) Whether a special import permit is required?

YES / NO

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

.....

(iii) The amount in foreign currency to be paid by you abroad (See **Volume 1B**, paragraph 2.16.15.1)

.....

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

.....

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

### **Rate of Exchange Variation**

#### *Installation Contract:*

Upon Contract award, the contractor shall hedge the foreign content, and immediately provide same to ATNS. Any variation between the quoted rate in the Price Schedule, and Hedged Rate shall be for the account or credit of the contractor.

#### *Option and CVO:*

Any options or Contract Variation Orders shall be hedged upon the receipt of an Order by the Contractor, and any variation between the quoted rate and Hedged Rate shall be for the account or credit of the Contractor.

#### *Support Contract*

At the commencement of each of support, The Contractor shall Hedge the foreign content for that year, and any variation between the quoted rate of the Price Schedule and the Hedged Rate shall be for the account or credit of ATNS.

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

The Contractor shall, within 14 fourteen days of receipt of the contract (or if an export permit is required within 14 [fourteen] days after receipt of such permit) or such extended period as agreed upon at the time, arrange exchange cover for the total exchange amount which cover may not exceed the contractual term and shall be transferred abroad on a fixed term basis. Once the currency futures have been issued, the Company's finance division must be provided with a copy of such currency futures.

Should the currency futures not be taken out within the prescribed period, then, subject to the provisions of paragraph one of the following two rates, whichever is to the best advantage of the company, shall be used for calculation purposes:

---

## 8. FORM OF UNDERTAKING TO BID

### For the Attention of Supply Chain Management

Ms Andy Ngubane  
ATNS Company Limited,  
Private Bag X15,  
Kempton Park, 1620,  
South Africa  
E-Mail: [andyn@atns.co.za](mailto:andyn@atns.co.za)  
(Date)

Dear Sirs,

**(Bidder Name)**

### Undertaking to Bid

---

With reference to the Invitation To Bid dated (date), inviting us to Bid for the design, manufacture, fabrication, supply, transport, delivery to site, installation, testing and completion, preparation and delivery of all drawings and manuals, provision of spare parts, consumables and tools and management of all such matters, all in accordance with the Bid Documents for (Bid Name and



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reference number) **(the “Works”)** for the Air Traffic and Navigation Services Company Ltd, we ( Bidder’s *Name* ), hereby confirm our intention to Bid for the Works.

For the purpose of this Bid our point of contact is as follows:

- Name:
- Designation:
- Tel No:
- Fax No:
- Postal Address:

Yours faithfully,  
For and on behalf of (*Bidder’s Name*) Witnessed by:

---

Name : [of Authorised Representative]	Name :
Title :	Title :

---

**9. CONFIDENTIALITY AGREEMENT**

**For the Attention: Procurement**

**Ms Andy Ngubane**  
**ATNS Company Limited,**  
**Private Bag X15,**  
**Kempton Park, 1620**  
**South Africa**  
**E-Mail: [andyn@atns.co.za](mailto:andyn@atns.co.za)**  
(Date)

Dear Sirs

**(Bid Name)**

**Agreement on Confidentiality of Bid Document**

---

We, (*Bidder's Name*) , hereby agree to keep all the information contained in the Bid Document (Ref No.) confidential and not to disclose any information contained therein to any third party for any purpose other than for the preparation of the Bid.

We undertake to obtain from all third parties, to which the Bid Document or a portion of the Bid Document shall be disclosed for the purpose of obtaining a bid for part of the Works, a corresponding Confidentiality Agreement not to disclose any information therein as we have agreed.

We acknowledge and agree that the Bid Document shall remain the Company's property and has been given to us solely for the purpose of preparing and submitting a Bid.

We further agree to return the whole of the Bid Document and all copies made therefrom to the Company in the event that we have decided not to submit a Bid or having submitted our Bid, it has not been accepted or when the Company so requests for whatever reason for the return of the Bid Document.

Yours faithfully,  
for and on behalf of [ *Bidder's Name* ] Witnessed by:

---

Name :	Name:
Title :	Title :

---

## 10. FORM OF QUESTIONNAIRE

Ref. No : (Reference No.)  
Date :

### For the Attention: Procurement

**Ms Andy Ngubane**  
**ATNS Company Limited,**  
**Private Bag X15,**  
**Kempton Park, 1620**  
**South Africa**  
**E-Mail: [andyn@atns.co.za](mailto:andyn@atns.co.za)**  
(Date)

Dear Sirs

### **(Bid Name)**

From : (*Name of Bidder, Consortium or Consortium Leader*)  
(*Name of Responsible Person and Department*)

Fax No : (*Area code - Number*)

e-mail address: (**Procurement Officer as per the Bid advert**)

(*Reference of particular document of the RFT or Bid Document*)

(*Title of subject matter in question*)

No.	Paragraph No. in RFT or Bid Document	Questions

Questionnaire Submission No. \_\_\_\_\_

**CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING**

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

**NB: Has the following forms been completed, signed and submitted with your proposal?**

Documentation	Checked by Bidder	Checked by Procurement Specialist
Invitation to Bid-SBD1		
Valid Tax Compliance Status Pin		
Declaration of interest – SBD 4		
Preference point claim – SBD 6.1		
Contract Form (rendering of services) – SBD 7.1		
ATNS Form D		
ID Documents of Directors/Shareholders		
Company Registration Documents		
Company Profile		
Submitted One (1) original, two (2) hard copies and one (1) electronic copy (USB) in PDF format.		

**SBD1**

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>11. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>12. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
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**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
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
<b>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.</b>	

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

---

## TAX COMPLIANCE REQUIREMENTS

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

In order to meet this requirement bidders are required to submit **tax compliance status and Pin** obtainable at SARS nationally or online by the bidder.

1. SARS will then furnish the bidder with a Tax Compliance Report and a Pin that will be valid for a period of 1 (one) year from date of approval.
2. The Tax Compliance Status report and Pin must be submitted together with the bid. Failure to submit the Pin will result in the invalidation of the bid.
3. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate Tax Compliance Status report and Pin.
4. Copies of the Tax Compliance Status can be obtained at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
5. Applications for the Tax Compliance Status may also be made via eFiling. In order to use this provision, tax payers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
6. In the case of foreign recommended bidders, with neither South African tax obligation nor history of doing business in South Africa, the foreign recommended bidder's completed SBD 1 must be submitted to the South African Revenue Service to issue the Confirmation of Tax Obligations letter.



## 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<sup>1</sup> 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 institution	State

2.2

Do you,

---

<sup>1</sup> 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.

---

or any person connected with the bidder, have a relationship with any person 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 consortium<sup>2</sup> 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 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

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<sup>2</sup> 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.

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COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

1.1.1. The 80/20 system for requirements with a Rand value of up to **R50 000 000** (all applicable taxes included); and

1.1.2. The 90/10 system for requirements with a Rand value above R50 000 001 (all applicable taxes included).

1.2. The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for "Price" and "B-BBEE Status Level of Contribution".

1.3.1. The maximum points for this bid are allocated as follows:

POINTS

1.3.1.1. PRICE.....

1.3.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION.....

Total points for Price and B-BBEE must not exceed 100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or original affidavit certified by commissioner of oath together

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with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic, 2000 (Act No. 5 of 2000);
- 2.6. "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. "consortium or joint venture" 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;
- 2.8. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.10. "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working

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or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.11. “non-firm prices” means all prices other than “firm” prices;
- 2.12. “person” includes a juristic person;
- 2.13. “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.14. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.15. “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-

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Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

- 2.16. "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.17. "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

- 4.1. THE 80/20
- 4.2.

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

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

Where

Ps=Points scored for comparative price of bid under consideration

Pt=Comparative price of bid under consideration

Pmin=Comparative price of lowest acceptable bid



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5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the

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person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub- contract.

6. BID DECLARATION

6.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1. B-BBEE Status Level of Contribution:.....=(maximum of 10 or 20points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a

Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8. SUB-CONTRACTING

8.1. Will any portion of the contract be sub-contracted? YES/NO (delete which is not applicable)

8.1.1. If yes, indicate:

8.1.1.1. what percentage of the contract will be subcontracted?

..... %

8.1.1.2. the name of the sub-contractor?

.....

8.1.1.3. the B-BBEE status level of the sub-contractor?

.....

8.1.1.4. whether the sub-contractor is an EME? YES/NO (delete which is not applicable)

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1. Name of Company/Firm: .....

9.2. VAT Registration Number: .....

9.3. Company Registration Number: .....

9.4. Type of the Company/Firm [Tick applicable box]

<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

9.5. Describe Principle Business Activities

.....  
.....  
.....  
.....  
.....

9.6. Company Classification [Tick applicable box]

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	Manufacturer
	Supplier
	Professional service provider
	Other service providers, e.g. transporter, etc.

9.7. Total number of years the company/firm has been in business?

.....

9.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

9.8.1. The information furnished is true and correct;

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

9.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

9.8.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

9.8.4.1. disqualify the person from the bidding process;

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

1.1

9.8.4.3. 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;

9.8.4.4. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state

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for a period not exceeding 10 years, after the audialterampartem (hear the other side) rule has been applied; and

9.8.4.5. forward the matter for criminal prosecution

WITNESSES:

1.....

2.....

.....

SIGNATURE(S) OF BIDDER(S)

ADDRESS:.....  
.....  
.....  
.....

DATE: .....

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives/proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
1. The following documents shall be deemed to form and be read and construed as part of this agreement:
1.1 Bidding documents, viz
1.1.1 Invitation to bid;
1.1.2 Tax pin ;
1.1.3 Pricing schedule(s);
1.1.4 Filled in task directive/proposal;
1.1.5 Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
1.1.6 Declaration of interest;
1.1.7 Declaration of bidder's past SCM practices.
1.1.8 Certificate of Independent Bid Determination;
1.2 General Conditions of Contract (Volume 1 B); and
1.3 Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid
5. I confirm that I am duly authorized to sign this contract.

NAME (PRINT) .....
CAPACITY .....
SIGNATURE .....
NAME OF FIRM .....
DATE .....

WITNESSES
1.....
2.....

**CONTRACT FORM - RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

<b>WITNESSES</b>	
1.....	
2.....	
DATE.....	

OFFICIAL STAMP
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**ATNS FORM D**

**DISCLOSURE OF GROUP/COMPANY STRUCTURE**

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

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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





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## 1 PROTECTION OF PERSONAL INFORMATION

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

6.2.1

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

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

6.2.2

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

6.2.3

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

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

- 
- 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
  - 1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.
- 1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause.
- 1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.
- 1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

## **1. POPIA CONSENT**

- 1.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
- 1.1.1 The information is voluntarily supplied, without undue influence from any party; and
  - 1.1.2 The information is necessary for the purposes of the engagement with ATNS.

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

1.2.1 Access the information at any reasonable time for the purposes of rectification thereof;

1.2.2 Object to the processing of the information;

Lodge a complaint with the Information Regulator

**END**