



REQUEST FOR QUOTE (RFQ)

APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE HYGIENE CLEANING SERVICES AT ATNS RAND AIRPORT CONTROL TOWER FOR A PERIOD OF TWO (2) YEARS.

Date:	27 October 2022
Department	ATNS RAND AIRPORT TOWER
RFQ Number	ATNS/FAGM/RFQ103/14/10/2022/2023 Cleaning Services
Description of Goods/Service:	Please see below on page 5
Closing Date and Time:	03 November 2022 @ 10h00am
Expected delivery date	TBC to the appointed bidder.
Compulsory Requirements:	<ol style="list-style-type: none"> 1. B-BBEE Certificate 2. Tax Pin 3. CSD Report 4. Banking Details with bank stamp 5. ID copies of members/directors 6. CK Documents 7. Pricing Schedule/Quotation 8. Signed and completed SBD Forms
Mandatory Requirements	<ol style="list-style-type: none"> 1. Provide three (3) proof of Previous hygiene cleaning service and contactable references. References must be in a form of a signed reference letters 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 3 years by closing date of this RFQ. 2. The supplier must be registered with National Contract Cleaning Association (NCCA) or any recognized contract cleaning regulatory body / association / institution supported by a valid



	<p>certificate or document confirming such registration.</p> <p>3. Provide a company profile indicating number of years in rendering Hygiene (Pathogen Control) & Cleaning Services in a public and /or corporate sector (Required: Minimum 3 years).</p> <p>4. Compliance with COID (Compensation for Occupational Injuries and Diseases) and provide certificates (Letter of Good standing)</p>
Description	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE HYGIENE CLEANING SERVICES AT ATNS RAND AIRPORT CONTROL TOWER FOR A PERIOD OF TWO (2) YEARS.
Site Inspection	N/A
Quotation Delivery Address	Thokop@atns.co.za
Enquiries	Procurement Officer: thokop@atns.co.za

The ATNS requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete / missing documentations will invalidate the quotation submitted. Suppliers which are not registered on the government central supplier database will not be considered. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the rights to accept the whole or any portion of a quotation.

This RFQ will be evaluated on the basis of the 80:20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000) & the ATNS' Procurement Policies and Procedures.

BIDDING STRUCTURE

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

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

If Joint Venture or Consortium, indicate the name/s of the partners:	
Company Name	
Registration Number	
VAT Registration Number	
Contact Person	
Telephone Number	
E-mail Address	
Fax Number	
Postal Address	
Physical Address	

HAS AN VALID TAX CLEARANCE CERTIFICATE AND PIN BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS	
YES	NO

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



SIGNATURE OF BIDDER:

..... DATE:

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



ANNEXURE A: SCOPE OF WORK

1. EXTENT OF WORK

1.1 ROLE AND OBJECTIVES

Hygiene Cleaning Services bidding is aimed at assisting ATNS to accomplish its risk management objectives by ensuring the effectiveness of hygienic measures within **ATNS Rand Airport (FAGM) Control Tower**.

The objective of this bid is to appoint suitable Hygiene services providers that can provide assurance to ATNS Management in discharging its responsibilities regarding hygiene Cleaning Services. The bidders must demonstrate the capability to perform effective building maintenance in accordance with all legal and statutory requirements.

1.2 SCOPE OF WORK

Service providers are herewith invited to submit proposal for the Hygiene Cleaning Services at **Rand Airport (FAGM) Control Tower**.

ATNS would like to appoint a Hygiene Cleaning Service provider to provide Hygiene services for a period of **Two (2) Years**.

1.2.1 The proposals should be for the following:

- Provide daily hygiene cleaning services (5 days a week) at specified site hereto as **Annexure B Table: 1B**;
- Provide costing as outlined hereto as Annexure C;

1.3 GENERAL

- 1.3.1 The service provider must provide all materials, labour, and transport to comprehensively execute Hygiene Cleaning Services.
- 1.3.2 The Pricing schedules must include all preparations, materials, labour and transport costs.
- 1.3.3 All Hygiene services reports and working papers shall remain the property of ATNS.

1.4 DELIVERIES

- 1.4.1 Delivery must take place within 7 working days of placing an official order; unless if agreed with management.
- 1.4.2 The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- 1.4.3 Delivery address is Rand Airport Main Terminal Building, Rand Airport Rd, Germiston, 1418.
- 1.4.4 Delivery of Hygiene related items must include the off-loading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.



1.4.5 An official order must be issued before any delivery may be made to ATNS; Unless if it is in an emergency.

1.5 QUALITY

1.5.1 Quality Standards

- The delivery of services to ATNS Shall be carried out with best quality and to a high class of workmanship
- Product delivered/used to ATNS should be certified with SABS or equivalent, In the event where ATNS elects to accept an alternative item purported to be equal/similar by the tenderer, acceptance of the item(s) will be conditional on ATNS's inspection and testing after receipt.
- If, in the sole judgment of ATNS, the cleaning items are determined not to be within SABS/SANS national specifications, the supplier will be requested to replace the items with the items that complies with SABS/SANS national specifications immediately at no additional cost to ATNS.
- Chemical assessment data sheets for all cleaning substances to be used shall be provided by the Supplier on request.

1.5.2 Quality Tests

- ATNS may from time to time test the quality of services and non-compliance may result in the termination of the contract.



ANNEXURE B: TECHNICAL SPECIFICATIONS

1. DAILY GENERAL CLEANING INCLUDING PATHOGEN CLEANING:

- 1.1. All high-contact surfaces and objects which are visible and could become contaminated by daily use such as:
 - Toilets,
 - Door Handles,
 - Telephones,
 - Desks,
 - Chairs & Couches
- 1.2. All waste that has been in contact with employees including used tissues, and masks if used, should be put in a plastic rubbish bag and tied when full. The plastic bag should then be placed in a second bin bag and tied before disposal.
- 1.3. Provide cleaning services to the interior of the buildings including all interior windows and Tower windows to ensure the offices are kept free from dust, dirt, smudges fingers marks, stickers, litter, stains, chewing gum in order to provide a safe, clean, tidy and healthy working environment for all occupants in accordance with business requirements and industry best practice.
- 1.4. 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.

2. DETAILED CLEANING SERVICE REQUIREMENTS:

- i. Cleaning shall be carried out within times agreed to by ATNS to suit the business needs. Working hours for **FAGM (06:00 – 20:00) everyday**.
- ii. The suppliers will notify ATNS in the event that effective cleaning might result in any surface or other damages.
- iii. The supplier will put in place and manage appropriate cleaning regimes in accordance with industry best practice, and to:
 - Protect cleaned surfaces to provide a uniform finish as appropriate
 - Ensure minimum business disruption
 - Provide appropriate cleaning signage
 - The supplier shall ensure that the service and all incidental and related activities are at all times performed in compliance with all applicable South African Law and all statutory requirements including Health and Safety legislation and best practice guidelines.
- iv. The supplier must bring its own cleaning resources. Supply of all chemicals, tools and OHS equipment required by its cleaning staff.



3. SECTIONS TO BE SERVICED

3.1. Office Areas/Tower

i. Unpolished hard floors

- Free from litter, spillage and chewing gum.
- Free from dust/dirt build up, scuff marks and dry spillages. No build up in corners, edges and behind doors.

ii. Polished Hard Floors

- Free from litter, spillage and chewing gum.
- Free from dust/dirt build up, scuff marks and dry spillages. Floor plates to be dust, stain and smear free. No build up in corners, edges and behind doors. No splash marks on skirting boards.
- Conduct regular operational reviews to ensure continuous innovation and improvement in service delivery and identify opportunities for reducing costs.

iii. Walls

- Free from removable marks and spillages
- Smear free
- No build-up of dust and dirt

iv. Doors

- Door push plates and handles to be free from fingers marks and smears.
- Free from smears and general soiling.
- No accumulation of dirt.

v. Glass to Doors, Furniture, Artwork and Partitions

- Free from fingers marks.
- Clean and free from any smears and visible dust. (Excluding internal partitions).
- Glass partitions to be clean and free from any smears and visible dust.

vi. Visible Surfaces e.g. Office Furniture, Windowsills, Tables, Ledges, screens etc.

- Free from dust and stain build up. Grease free to touch. Uniform appearance suitable to its finish.
- Furniture bases and framework to be free from dust and dirt.



vii. Chairs and desks

- Spot clean all the dirty chairs to be free from visible dust, stains and chewing gum. No accumulation of dust and debris on chair seams, bases and legs, desk tops or legs. Leather chairs to be smooth and grease free. No accumulation of dirt on chair backs.
- Annual washing of all upholstery.

viii. Low Level Ledges/Surfaces

- Free from visible dust and removable marks. No accumulation of dust/dirt.

ix. High Level Ledges/Surfaces

- No accumulation of dust/dirt.

x. Window Blinds/curtains

- No build up dirt, dust and stains

xi. Waste Bins

- Unsoiled bin liner.
- External surface to be free from stains.
- No buildup of dirt.
- Directional, information, brand and statutory signage - Free of dust and smears and other marks.

3.2. Toilet Areas

i. Unpolished Hard Floors

- Free from dust, stains, debris, spillage and chewing gum.
- No accumulation of dust, dirt in corners, edges, bases of sanitary fittings and behind doors. Floor plates to be dust stain and smear free.

ii. Polished Hard Floors

- Free from dust stains, debris, spillage and chewing gum. Uniformed gloss appearance.
- No accumulation of dust, dirt and polish in corners, edges, bases of sanitary fittings and behind doors. Floor plates to be dust, stain and smear free. Skirting boards to be free from splash marks.
- Spills to be cleared as soon as they are identified.



iii. Tiled Walls, Walls, Partitions

- Free from fingers marks and removable marks.
- Tops of partitions to be free from visible dust.
- No accumulation of dust, stains and general soiling. Uniform appearance smears free. No buildup of staining and mildew in tile grouting.

iv. Doors

- Door push plates to be free from fingers marks, smears and stains.
- No accumulation of dirt. Surface to be free from smears.
- Inspection sheets to be mounted behind each toilet door.

v. Glass to Doors

- Free from fingers marks.
- Clean and free from any smears and visible dust.

vi. Sanitary Fittings

- Toilet bowls, washbasins and urinals to be free from scum, stains, uric acid.
- No buildup of cleaning agent.
- No buildup of dirt, debris around base of taps, overflows, traps and plugholes.
- Outside surfaces of toilet bowls, urinals and wash hand basins to be clean and free from soil. All other surfaces to be dust, dirt and smear free. No soap deposits.
- No buildup of lime scale. No evidence of watermarks inside of toilet bowl. No accumulation of stains on hinges, stoppers, chains and cisterns.

vii. Low Level ledges/Surfaces

- Free from visible dust and marks. No accumulation of dust and dirt.

viii. High Level Ledges/Surfaces

- No accumulation of dust and dirt
- No accumulation of body fats etc. in sports changing rooms

ix. Other Furniture, Fixtures and Fittings.

- Free from visible dust and marks.
- No accumulation of dust and dirt

x. Waste Bins/ Swing Bins

- Unsoiled bin liner. External surface to be free from stains.
- No buildup of dirt



xi. Consumables

- No shortage of all consumable items in appropriate dispensers at any time.

4. WINDOW CLEANING

- Internal glazing (which includes the inside of an external window) and window frames to be cleaned periodically to ensure that glazing is free from fingers marks, smears, and excessive buildup of dirt.
- Internal window frames to be cleaned periodically to ensure that they are free from excessive buildup of dirt.

5. REACTIVE CLEANING SERVICE

- The reactive cleaning service will be within time period determined by ATNS Management where there is no air traffic or less air traffic where there will be minimal interruption to operations, preferably after hours

6. EQUIPMENT

- The supplier shall provide and maintain all equipment including specialist equipment, considered necessary to achieve the performance requirement and the cleaning standards.
- All equipment supplied for use under this agreement shall be free from defect and where necessary maintained and tested in accordance with the manufacturers recommendations or as deemed necessary by the supplier.

7. GENERAL REQUIREMENT

- The Supplier shall ensure that the service and all incidental and related activities are at all times performed in compliance with all applicable South African Law and all statutory requirements including all Health and Safety legislation and best practice guidelines.
- The Supplier shall ensure that the service and all incidental and related activities are at all times performed in compliance with THE ATNS policies and procedures including H&S, Environmental and Security.

8. CONSUMABLES AND CLEANING EQUIPMENT

- Supply of all chemicals, tools and OHS equipment required by cleaning staff
- The service provider shall be responsible for the maintenance of all cleaning equipment.
- The service Provider shall ensure that defective equipment will either be replaced or repaired within 24 hours from the time that such defective equipment is reported by the ATNS and/or the service providers.



9. DETAILED SPECIFICATIONS

Find below tables is Technical specifications, floor sizes, services required and centers' Physical address details:

Sites	FAGM
Number of Bathroom	1
Number of Kitchens	1 basin in tower
Number of Offices	Tower only
Number of couches	2
Equipment Room	1
Tower	1

Floor Sizes (M ²)	120
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Services Required	Daily General Cleaning including Pathogen Cleaning (5 days a week)
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Physical Address (Where services will be rendered)	Rand Airport Main Terminal Building, Rand Airport Rd, Germiston, 1418
Province	Gauteng



ANNEXURE C: PRICING SCHEDULES (All Prices must be VAT Inclusive).

1. CLEANING PRICING:

1.1. REGULAR CLEANING SERVICES COSTING

The suppliers must populate the pricing table below using information from table 1B:

NB: The supplier is to use the the below pricing template, but quote should be submitted in their company letterhead

SLA Period	Monthly Costs	Yearly Costs
Year 1		
Year 2		
	Total Price (2 Years), VAT Excl.	
	VAT @ 15% (if applicable)	
	Total Price (2 Years), VAT Incl. (where applicable)	



1. TECHNICAL REQUIREMENTS, PRICE AND PREFERENCE POINTS

- **The First stage**, ATNS shall evaluate suppliers in accordance with the B-BBEE Codes of Good Practice.
- **The Second stage**, Bids will be evaluated for Mandatory Technical Requirements. During this stage, Tender response documentation will be evaluated against compliance to the Mandatory documents required. Failure to submit Mandatory documents will result in disqualification.

Mandatory Requirements

Mandatory Criteria	Proof Required
Provide three (3) proof of Previous hygiene cleaning service and contactable references. References must be in a form of a signed reference letters 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 3 years by closing date of this RFQ.	YES
The supplier must be registered with National Contract Cleaning Association (NCCA) or any recognized contract cleaning regulatory body / association / institution supported by a valid certificate or document confirming such registration.	YES
Provide a company profile indicating number of years in rendering Hygiene (Pathogen Control) & Cleaning Services in a public and /or corporate sector (Required: Minimum 3 years)	YES
Compliance with COID (Compensation for Occupational Injuries and Diseases) and provide certificates (Letter of Good standing)	YES

- **The Third stage**, bids will be evaluated in terms of the **80/20 preference point systems**. Only bids that provide all documentation requested for **Mandatory Requirements** will be evaluated in accordance with the **80/20 preference point system**.

Stage 1- Price/B-BBEE Evaluation.

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- Tenderers 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 respect of the level of B-BBEE contribution of the Tenderer.
- Points are allocated in terms of the BBBEE Codes of Good Practice guideline as indicated in the table below. Bidders must submit valid BBBEE Certificates which will be verified.
- Quotations will be evaluated in terms of ATNS' Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for B-BBEE points claimed.

Points for price	80
Points for B-BBEE (Max of 20):	20
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



2. SUBMISSION INSTRUCTIONS:

2.1.1 Potential service providers are requested to provide a quotation that addresses all the items listed in the specification section as stated above.

2.1.2 Failing to comply with the instruction will lead to bids being disqualified.

2.1.3 Each quotation should also include the following information:

1. The **expiration date for the Quotation**, if any.
2. Details of the contact person dealing with the quotation.
3. CSD Summary Report.
4. Black Economic Empowerment status of the service provider or legal identity of B-BBEE partner as well as the physical and postal address of the B-BBEE partner and capital structure.

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

PROCUREMENT OFFICER:	Thoko Phukubye
TELEPHONE:	011 607 1000
E-MAIL:	thokop@atns.co.za

3. SUBMISSION OF QUOTATION:

The RFQ Documents shall be delivered to the below:

Email to thokop@atns.co.za



PART A

INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/
PUBLIC ENTITY)**

BID NUMBER:	ATNS/FAGM/RFQ103/14/10/2022/2023 Cleaning Services	CLOSING DATE:	03 November 2022	CLOSING TIME:	10:00am
DESCRIPTION	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE HYGIENE CLEANING SERVICES AT ATNS RAND AIRPORT TOWER FOR A PERIOD OF TWO (2) YEARS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

RFQ document must be sent by email to: thokop@atns.co.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Thoko Phukubye	CONTACT PERSON	
TELEPHONE NUMBER	011 607 1000	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	thokop@atns.co.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]



			<input type="checkbox"/> Yes <input type="checkbox"/> No
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[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]

<p>1.1.1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] </p>	<p>1.1.2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] </p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES
 NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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



MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



1 PROTECTION OF PERSONAL INFORMATION

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



- 1.3.2 without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –
- 1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and
 - 1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and
 - 1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.
- 1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause **Error! Reference source not found**.
- 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.



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.

- 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;
 - 1.2.3 Lodge a complaint with the Information Regulator.