



REQUEST FOR QUOTE (RFQ)

APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR PROVISION OF MAINTENANCE OF THE CENTRAL VACUUM SYSTEM AT ATNS KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS.

RFQ Number	ATNS/FALE/RFQ118/22/11/2022/2023 Central Vacuum Control System
Issued Date	22 November 2022
Closing Date	12 December 2022
Closing Time	12h00 CAT
Compulsory Site Inspection and Briefing Session	Date: 29 November 2022 Time: 13:30 – 14:30 Venue: ATNS Control Tower King Shaka International Airport, International Trade Avenue, Tongaat, Durban
Validity Period	90 days from the closing date
Description of Goods/Service:	Please see below on page 4
Expected delivery date	TBC to the appointed bidder.
Returnable Documents	<ol style="list-style-type: none"> 1. Valid B-BBEE Certificate (SANAS approved) or Sworn Affidavit. 2. Valid Tax Pin 3. Latest 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 documents.
Description	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR PROVISION OF MAINTENANCE OF THE CENTRAL VACUUM SYSTEM AT ATNS KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS.



RFQ DOCUMENTS MAY BE ADDRESSED TO:	ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma, 2298 OR thokop@atns.co.za
PLEASE NOTE: ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS	
Procurement Officer	Thoko Phukubye
Telephone	011 607 1000
Email address:	thokop@atns.co.za
<p>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.</p> <p>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.</p>	

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	

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

- **Central Vacuum System** bidding is aimed at assisting ATNS to accomplish its risk management objectives by ensuring the effectiveness of its Vacuum systems within **ATNS KING SHAKA International Airport (FALE) Control Tower**
- The objective of this bid is to appoint suitable Central Vacuum System providers that can provide assurance to ATNS Management in discharging its responsibilities regarding Vacuum systems maintenance. The bidders must demonstrate the capability to perform effective building maintenance in accordance with all legal and statutory requirements.

1.2 SCOPE OF WORK

- The successful service provider will be required to perform the following services:
- Monthly and 6 monthly services are required as per the below service plan.
 - Execution and maintenance of the Central Vacuum System service plan;
 - Machines on Ground Level: 3 Main Line
 - Line1:10 inlet
 - Line 2: 5inlet
 - Line 3:14 inlet
 - **Machines on the Tower cab level 14th Floor**
- 2- Main lines
 - Line 1:7 inlet
 - Line 2:12 inlet
- **Monthly Service**
 - Clean filters and report.
 - Check Inlet valves and report.



- Check vacuum pipes and report.
- Check vacuum flex pipes and report.
- Check each inlet for operation and damage
- Clean system filter
- Clean system dirt canister
- Check for blockages if suction power is out of specifications and clean lines to remove blockages
- Check and Report hoses and all accessories replace/ repair hose or accessories

○ **6 Monthly Service**

- Clean filters and report.
- Check Inlet valves and report.
- Check vacuum pipes and report.
- Check vacuum flex pipes and report.
- Check Motor Brushes and report.
- Clean Motors and check dust seals.
- Clean system over roll including inlet machines
- All other manufacture recommended maintenance to be carried out
- Check , Clean and Test Suctions points (total) 25

- Should any spares or replacement units be required, due to breakage beyond economical repair, such items shall be quoted for separately.
- All spares replacement is to be quoted for.
- Attendance and reporting to the ATNS FALE Management on an annual basis.
- Any significant findings identified to be reported to the FALE Management immediately.
- Transfer skill to the ATNS in-house staff;
- The performance of any other ADHOC requirement related to the central Vacuum system at FALE. Such ADHOC works shall be quoted for separately as and when required.
- **The service provider must:**
- Maintain the core team throughout the duration of the contract.
- Provide all materials, labour, and transport to complete maintenance.



- Provide quoted prices which is inclusive of all items (preparation, material, labour and transport costs).
- Provide quoted price which include VAT and be valid for 90 days from closing date of the quotation.
- **Deliveries of Goods**
- Deliveries must take place within 7 working days of placing an official order, except in emergency circumstance; delivery must be immediate.
- The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- Delivery address is ATNS Control Tower Complex North Gate KING SHAKA International Airport.
- Delivery of products must include the off-loading thereof at the service provider's own risk and cost to the designated delivery addresses as indicated above.
- Service provider must supply and ensure their own labour for the offloading of the products at the designated ATNS sites.
- ATNS KING SHAKA will place orders as and when required during the contract period.
- An official order must be issued before any delivery may be made to KING SHAKA Control Tower Airport; Unless in an emergency.

1.3 QUALITY

○ Quality Standards

- In the event where ATNS Control Tower KING SHAKA Airport 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 item is determined not to be equal/similar in quality, the item shall be collected by the service provider and replaced with a quality product.
- ATNS may from time to time test the quality of the products and services, non-compliance may result in the termination of the contract.
- All product items should carry (minimum of 1 year) guarantees or warranties and defects items will be replaced at the cost of the service provider. It will be the responsibility of the service provider to ensure that the products are replaced (Retailers to Manufacturers), where applicable.



1.4 CONTRACTORS' RESPONSIBILITIES

○ **The Contractor shall:-**

- Provide all the necessary skills, resources, tools, equipment and experts, to carry out the works; as a minimum each team to carry out the repairs or maintenance is to have a National Certificate in Central Vacuum Systems or equivalent
- Present OEM warranties to the Employer always when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always
- Adhere to all ATNS requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.
- Review, familiarize and understand the proposed sites including all constraints and environmental factors.
- Review, familiarize and understand the operational requirements of the facilities at all ATNS sites.
- Any other reasonable works required to successfully deliver the services to the Employer on time, on budget, at the accepted quality.
- Hand over all documentation including condition reports after services, repairs and maintenance.
- In case of an emergency, the successful contractor shall report to **ATNS Control Tower KING SHAKA International Airport (FALE)**, within 72 hour to start the emergency repairs.

○ **Safety requirements**

- The contractor must provide a Safety, Health and Environment (SHE) manuscript as specified in the Occupational Health and Safety Act (Act No 85 of 1995 as amended).
- The contractor must provide a tools list that must document all tools which will be used for the specific task. The tools must be checked and verified by security and a ATNS representative upon entry and exit of the site.
- The contractor will be liable for any damages incurred to any part of the machine for the duration of the work unless otherwise stated.



- The contractor must barricade the immediate working area and provide clear warning signs informing individuals of potential safety hazards. The contractor must provide their barricades and safety signs
- The service provider shall implement and maintain applicable Health, Safety, Quality and Environmental regulations and other relevant standards and regulation, for example, NOSA CMB253; applicable SANS codes; OHS Act of 1993 and OHSAS 18001.



ANNEXURE B: TECHNICAL SPECIFICATIONS

A. DETAILED SPECIFICATIONS

A risk based five year rolling plan for service and maintenance of Central Vacuum System at FALE.

The successful service provider will be required to perform the following services:

Service, maintain and repair the five (5) central vacuum power units currently installed at FALE. The model numbers and brand is described below

Items	Item Description		
Equipments	Qty	Model No:	Brand Name
Ground Floor central vacuum power units	3	Unknown	Allegro
Ground Floor Inlet Line 1	10	Vacuum Inlet valve points	Plastic - PVC
Ground Floor Inlet Line 2	4	Vacuum Inlet valve points	Plastic - PVC
Ground Floor Inlet Line 3	14	Vacuum Inlet valve points	Plastic- PVC

Items	Item Description		
Equipments	Qty	Model No:	Brand Name
Level 14 th Floor central vacuum power units	2	Unknown	Allegro
Level 14 th Floor Inlet Line 1	7	Vacuum Inlet valve points	Plastic - PVC
Level 14 th Floor Inlet Line 2	12	Vacuum Inlet valve points	Plastic - PVC

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



ANNEXURE C: PRICING SCHEDULES.

The costing provide indicative prices, ATNS may place an order lesser that the quantities on the costing schedule depending on the needs at that time. But ATNS may not exceed the quantities as stipulated on the costing tables below:

Suppliers are to provide cost per unit over 5 years. The pricing must be inclusive of VAT.

The suppliers must populate the pricing Table C1 below using information from Annexure A and Annexure B .:

SLA Period	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Service of all Vacuum systems	R.	R.	R.	R.	R.
6 monthly services of all central vacuuming systems	R.	R.	R.	R.	R.
Annual Major service of all Vacuum motors and power units					
Annual filter replacement on all power units	R.	R.	R.	R.	R.
Replacement of 5 x inlet valves as per requirement	R.	R.	R.	R.	R.
Replacement of 3 x GND power units	R.	R.	R.	R.	R.
.					
ADHOC Labour rates (Callout)	R.	R.	R.	R.	R.
Travel rates	R.	R.	R.	R.	R.
Accommodation rates (If applicable)	R.	R.	R.	R.	R.
Total Incl. Vat	R.	R.	R.	R.	R.
Overall Total Over 60 Months (VAT Inclusive):				R.	

Air Traffic and Navigation Services SOC Limited

Company Reg. No. 1993/004150/06

Eastgate Office Park, Block C,
South Boulevard Road, Bruma
Private Bag X15, Kempton Park 1620
Tel +27 11 607 1000 | Fax +27 11 607 1570

Directors: S Thobela (Chairman)
KN Vundla, LN Ngema, ZG Myeza, JC Trembath
S Badat, KS Boqwana, N Kubheka, CR Burger, T Kgokolo

Chief Financial Officer: JM Moholola
Company Secretary: LP Mngomezulu



ANNEXURE B : AD-HOC COSTING

	Year 1 %	Year 2 %	Year 3 %	Year 4 %	Year 5 %
Spares Mark up %					

Notes to Pricing:

- Prices must be quoted in South African Rand inclusive of VAT.
- Any disbursement not specifically priced for above will not be considered/accepted by ATNS.
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.
- Quantities given are estimates only. Any orders resulting from this RFQ will be on an “as and when required” basis.
- Prices are to be quoted on a delivered basis to ATNS KING SHAKA Airport Control Tower.
- Please note that should you have offered a discounted price(s), ATNS will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- Where a Respondent’s price(s) includes imported content, the rate of exchange to be used must be the currency’s rate published by the South African Reserve Bank 7 [seven] calendar days prior to the closing date of this RFQ: Currency rate of exchange utilised:

- Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period]



1. TECHNICAL REQUIREMENTS, PRICE AND PREFERENCE POINTS

- The First stage**, bids will be evaluated first for **Pre-Qualification Criteria (Preferential Procurement Requirements)** prescribed in Preferential Procurement Regulations. Only bids that meet Preferential Procurement requirements will be considered for further evaluation.
- Preferential Procurement Reform:**
The Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2003.
- Preferential Procurement in ATNS will be implemented in line with the PPPFA and its amended Regulations. Where feasible, pre-qualification criteria for preferential procurement or subcontracting will be set to advance certain designated groups which are EMEs or QSEs which are at least 51% black owned (in line with the PPPFA). Where not feasible to set preferential procurement as a pre-qualification criteria 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 Requirement

Mandatory Criteria	Proof Required
Provide three (3) proof of Previous central vacuum systems maintenance 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 5 years by closing date of this RFQ.	Yes
Compliance with COID (Compensation for Occupational Injuries and Diseases) and provide certificates (Letter of Good standing)	Yes-Valid registration certificate



- **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.
- 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 Preferential Procurement Policy Framework Act using the 80:20 points system. 80 points will be awarded for price and 20 points for BEE 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

No later than 12 December 2022 @12h00 CAT



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	ATNS/FALE/RFQ118/22/11/2022/2023 Central Vacuum Control system	CLOSING DATE:	12 December 2022	CLOSING TIME:	12h00
DESCRIPTION	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER FOR PROVISION OF MAINTENANCE OF THE CENTRAL VACUUM SYSTEM AT ATNS KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RFQ can 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	011 671 1000		TELEPHONE NUMBER		
FACSIMILE NUMBER			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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No <p style="text-align: center;">No</p>			<input type="checkbox"/> Yes <input type="checkbox"/> No	



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

<p>1.1.1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>1.1.2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[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.