



REQUEST FOR QUOTE (RFQ)

APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT AT BLOEMFONTEIN INTERNATIONAL AIRPORT.

RFQ REFERENCE NUMBER:	ATNS/RFQ0047/PPE/2023/2024
ISSUE DATE:	29 August 2023
CLOSING DATE:	06 September 2023
CLOSING TIME:	10h00 am, CAT
COMPULSORY BRIEFING SESSION:	N/A
QUOTATION VALIDITY PERIOD:	60 Days
DESCRIPTION:	APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER PERSONAL PROTECTIVE EQUIPMENT AT BLOEMFONTEIN INTERNATIONAL AIRPORT.
RFQ DOCUMENTS MAY BE ADDRESSED TO:	<p>Procurement Officer: Mzwandile Mzimela</p> <p>Email address: RFQs@atns.co.za</p> <p>NB: Please note our emails can only receive documents that are less 40MB, if documents are more, please send them in separate emails</p> <p>NB: All responses must be submitted on the above dedicated mailbox. No hand delivery submissions will be considered.</p>
REQUIRED RETURNABLE DOCUMENTS	<ul style="list-style-type: none"> • Central Supplier Database (CSD) Report • Duly completed and signed SBD Forms (SBD1, SBD 4, SBD 6.1) • General conditions of contracts (GCCs) - Initialled and signed. • ATNS Completed pricing schedule
REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS	<ul style="list-style-type: none"> • Valid Tax Pin Status • Valid B-BBEE Certificate or Sworn Affidavit – Certified • Banking Details with a Bank Stamp • Quotation on the Company Letterhead



	(aligned to ATNS pricing schedule) • CIPC registration Documents
MANDATORY DOCUMENTS: <i>NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.</i>	One reference letter of similar work conducted in the past – 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 and contact name, Contact number and position of the referee.
<u>PLEASE NOTE:</u>	
ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS	
PROCUREMENT OFFICER:	Mzwandile Mzimela
TELEPHONE:	011 607 1000
E-MAIL:	<u>RFQs@atns.co.za</u>
<p>The ATNS requests your quotations on the services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your proposal on the date stipulated. Late submissions will not be considered. Incomplete / missing documentations will invalidate the proposal submitted. 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 preference point system as stipulated in the ATNS’ Procurement Policies and Procedures.</p>	

BIDDING STRUCTURE

Indicate the type of Bidding/Tendering 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	

ANNEXURE A: SCOPE OF WORK

1. PURPOSE OF THE REQUEST FOR QUOTATIONS

1.1 Air Traffic and Navigation Services SOC (herein this document referred to as “ATNS”) seeks to identify and appoint suitable supplier to supply and deliver personal protective equipment (PPE) at Bloemfontein International Airport.

1.2 The purpose of this RFQ is to contract with a suitably qualified supplier with specific product knowledge and the requisite capacity to execute this project within the desired quality, scope, timeframe, and cost-effectiveness for ATNS.


1.3 PPE items must meet all SABS standards and regulations associated to use of such.




1.4 Service providers are herewith invited to submit proposal on a ONCE-OFF basis





2. EXTENT OF WORK

2.1 SCOPE OF WORK




The successful service provider will be required to supply and deliver personal protective equipment (PPE) at Bloemfontein International Airport as follows:

	Item Description	Quantity	Pictures
1.	Overalls(2 Piece) <ul style="list-style-type: none"> • Flame retardant. • Acid-resistant. • SABS/Da Gama material. • Fully triple stitched. • Comes with concealed 40cm aluminium zip. • Monza pocket. • Two lower pockets.50mm silver reflective tape on arms. • Bar tacks on all pressure points for strength and durability. 	15	 OR EQUIVALENT



2.	<p>Bomber Jacket</p> <ul style="list-style-type: none"> • Premium thermal insulated flame and acid winter jacket • YKK Chunky nylon zip • Double needle topstitched on shoulders & armholes. • Flame retardant 50mm silver reflective tape on arms. • Adjustable size flap on cuff • Two square breast pockets with press studded flaps. • Two outer square bottom pockets with press studded flaps. • Nickel press studs throughout 	15	 <p>OR EQUIVALENT</p>
3	<p>Brush cutter protective Trousers</p> <ul style="list-style-type: none"> • Durable, lightweight protection against cuts and other hazards associated with brush cutting work. • Reinforced areas on the knees and shins for added protection. • Elasticated waistband and pre-shaped knees for maximum flexibility. 	2	 <p>OR EQUIVALENT</p>
4	<p>Reflective Vest</p> <ul style="list-style-type: none"> • Polyester • BUILT TO LAST – All pockets and zipper are reinforced with bar tacks and tight sewing, quality made for rugged wear and tear. Velcro sewed on pockets preventing items falling off when you bend over. • USE IN PROXIMITY TO ROADWAYS - Great for road work, construction, security, airport, police, crossing guard, traffic control, 	40	 <p>OR EQUIVALENT</p>



	warehouse, survey, railroad.		
5	<p>Rubberised Rain Suit With reflective tape:</p> <ul style="list-style-type: none"> • Excellent value for money rain suit • Rubberized garment for extra durability • Reflective strip on jacket and trouser • Available in sizes S-4XL 	15	 <p>OR EQUIVALENT</p>
6	<p>Sun Hat:</p> <ul style="list-style-type: none"> • Cricket Hat Reflective • Hi-Viz reflective strip • Comfortable Lining 	15	 <p>OR EQUIVALENT</p>
7	<p>Bumper Cap:</p> <ul style="list-style-type: none"> • Cap with shortened peak 55 mm and good ventilation. • Microfibre lightweight material reduces moisture absorption and ventilates. • Sweatband in absorbent material. • Inner shell in hard-wearing ABS plastic. • Well-formed round the ear to allow fitting with other safety equipment. • Size adjustment 52-65 cm. Weight 295 g. 	15	 <p>OR EQUIVALENT</p>
8	<p>Safety Gloves (Pig Skin Gloves):</p> <ul style="list-style-type: none"> • Consists of a tan dyed pigskin premium full grain leather, with a Gunn cut, keystone thumb and shirred cuff. • Reinforced with syntax thread and cotton bound cuff trim for additional strength. 	15	 <p>OR EQUIVALENT</p>

9	<p>Safety Gloves (Polyurethane Palm Coated Gloves):</p> <ul style="list-style-type: none"> • 100% Polyurethane palm coating • Water based PU Micro Foam finish. • Composite knitted wrist 	15	 <p>OR EQUIVALENT</p>
10	<p>Ear Defender with pc visor:</p> <ul style="list-style-type: none"> • Ear Defender with clear polycarbonate visor • Easy flip up and down visor. • Durable self-adjusting cups. • Large cups for high noise levels with soft foam cushions. 	2	 <p>OR EQUIVALENT</p>
11	<p>Ear muffs:</p> <ul style="list-style-type: none"> • Twin mounted cups. • Self adjusting ABS cups. • SNR: 26db. • Can be worn with safety helmet. • Comfortable. 	15	 <p>OR EQUIVALENT</p>

12	<p>Reusable Ear plugs:</p> <ul style="list-style-type: none"> • Designed for easy insertion into the ear canal to help reduce exposure to noises in high noise environments. • Ultrafit corded earplugs with pre-molded and triple-flange design. • Reusable, durable and washable • Banded • Packed individually • Push-to-fit style • Noise reduction rating of 25 – 32 decibels. 	20	 <p>OR EQUIVALENT</p>
13	<p>Safety Goggles:</p> <ul style="list-style-type: none"> • The lateral protection and moulded bowguard to protect against small droplets and splashes. • Equipped with fully adjustable temples in length and angle for personal adjustment to fit any face shape. • Equipped with lateral ventilation to avoid fog, even during intensive use. • The material of the cover spectacles should be very robust and stable with polycarbonate but still lightweight providing high comfort even during intensive use. • They must have clear lens and UV protection. 	15	 <p>OR EQUIVALENT</p>
14	<p>Safety Spectacle:</p> <ul style="list-style-type: none"> • Sporty style • Grey polycarbonate lens • Wide vinyl temples • Ergonomic design to fit snug with the face contour • Compatible with respiratory equipment 	15	 <p>OR EQUIVALENT</p>

15	<p>Safety boots socks Pair:</p> <ul style="list-style-type: none"> • comfortable fit • high quality durable fabrics (10% nylon for elasticity) • suitable for use in high heat environment. 	30	 <p>OR EQUIVALENT</p>
16	<p>Rain Boots:</p> <ul style="list-style-type: none"> • PVC uppers for optimum flexibility and abrasion resistance. • PVC / Nitrile sole for durability and protection against fats, oils and chemicals. • The cleated sole design provides SRA level slip resistance and maximum soil release. • Nylon liner allows for easy cleaning and quick drying for maximum hygiene. • Optimal toe-spring for walking and kneeling. • PVC upper for excellent water resistance, flexibility and durability. • Reinforced ankle guard. • Cut off trim ridges to allow for height adjustment. • Protective ribs for enhanced heel protection. • Nitrile PVC sole for enhanced resistance against acids, oils and chemicals as well as uneven and harsh terrain. • Cleated sole provides SRA slip-resistance rating and maximum soil release. • SABS approved • Nylon / Polyester fine knit liner for easy cleaning and quick drying enabling maximum hygiene. 	15	 <p>OR EQUIVALENT</p>

	<ul style="list-style-type: none"> Designed with optimal toe spring for walking and kneeling. 		
17	<p>Snake gaiters:</p> <ul style="list-style-type: none"> Outers are made from 1000 denier nylon Cordura fabric for maximum durability in all conditions. Inserts made from plastic polypropylene board for 100% snakebite resistance. Unique toe cover over the lacing area to prevent snake fangs from becoming tangled in shoe or boot laces. All-round protection from ankle to knee from snake bites as well as other sharp objects like thorns or barbed wire. Extra length straps with high quality Nexus Fastex side release buckles. The buckles are placed on the outer sides of the gaiters to improve comfort and to reduce rubbing while being worn. 	11	<p>Home » Apparel » ASI Snake Gaiters – Flexible Kevlar – Made in RSA</p>  <p>OR EQUIVALENT</p>
18	<p>Safety Boots (Boxer) 1:</p> <ul style="list-style-type: none"> black leather upper, steel toe cap and lace-up closing, injected. dual density polyurethane polyurethane tongue and collar. The Boxer Boot has a non-woven vamp lining. mesh quarter lining non-woven insole 	8	 <p>OR EQUIVALENT</p>

19	<p>Safety Boots 2:</p> <ul style="list-style-type: none"> • ISO 20345 CLASSIFICATION S1P – anti-penetration protection, anti-static, energy absorption of seat region, resistance to fuel and oil • SLIP RESISTANCE CLASSIFICATION SRA / SRB / SRC SRA – tested for slip resistance in environments of ceramic surfaces with soapy solution • CONSTRUCTION Injection molded construction process • SABS SABS approved and mark bearing • NRCS APPROVAL NO NRCS/9002/262020/0182 	7	 <p style="text-align: center;">OR EQUIVALENT</p>
20	<p>Masks:</p> <ul style="list-style-type: none"> • Box of 1 x 20 • FFP2 disposable dust mask has an aluminium strip glue bonded nose clip and a 3 layer non-woven polyester respirator. • Low profile and adjustable nose clip to ensure a better fit. • Latex free head straps are pre-stretched and are glue bonded to the mask. • Protects against low levels of dust as well as solid and liquid aerosols. 	2	
21	<p>Hard Hat:</p> <ul style="list-style-type: none"> • SABS Approved. • Adjustable easy snap-on ratchet headband fixed to four anchoring points located on the inner shell of the hard hat. • Foam cushion front sweatband in the front of the helmet provides extra comfort with sweat 	15	 <p style="text-align: center;">OR EQUIVALENT</p>

	absorption for the forehead area.		
	<p>Javlin - Polycotton</p> <p>Dust Coat:</p> <ul style="list-style-type: none"> - Left chest pocket with pen division - Button front - Lower patch pockets - Back vent - Stress points bar-tacked - Pockets attached with double needle 	1 OF EACH	 <p>GREY OR EQUIVALENT</p>  <p>ROYAL BLUE OR EQUIVALENT</p>
	<p>Safety Shoes</p> <p>Occasion:</p> <ul style="list-style-type: none"> -Great working in Cold, Wet, Oil or Dry conditions -Suitable for Work, Outdoor or Casual dressing, particularly For Construction, Welding, Security, Athletic and Casual using -High levels of Comfort & Protection and 	1	 <p>OR EQUIVALENT</p>



	<p>striking styling that turns heads Breathable Mesh and Genuine Leather Upper, Wide fitting, Padded tongue and ankle collar for Extra Comfort.</p> <p>Key Features:</p> <ul style="list-style-type: none"> -Safety Steel Toe Cap protection 200 Joules -Anti-Slip resistant outsole (Oil or Water conditions) -Antistatic Sole -Shock Absorption Safety Steel Midsole compression protection 15,000 Newtons <p>Package Included:</p> <p>1 pair of shoes (Without Box)</p>		
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3. GENERAL

- 3.1. Provide quoted prices which is inclusive of all items (preparation, material, labour and transport costs)
- 3.2. Provide quotation inclusive of VAT valid for 60 days.
- 3.3. The contractor shall leave area of works neat and tidy on completion.

4. DELIVERIES OF GOODS AND SERVICES

- 4.1. Deliveries must take place within 7 working days of placing an official purchase order.
- 4.2. The service provider shall always remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- 4.3. An official purchase order must be issued before any services may be rendered to ATNS.
- 4.4 Delivery address is **ATNS, Bram Fischer International Airport, Thaba-Nchu road, Estoire.**



4.5 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.

4.6 Delivery of goods & service should be made between the times on table below unless special plans have been put forward in writing for hours outside of the scope.

Items	Hours
Monday - Friday	07:00 to 17:00 (normal office hours)

5. QUALITY

5.1. Quality Standards

5.1.1. 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 on receipt.

6. CONTRACTORS' RESPONSIBILITIES

6.1. The Contractor shall

6.1.1. Provide all the necessary skills, resources, tools, equipment and experts, to carry out the works.

6.1.2 The contractor shall bring all required items in the original packaging

NB: The project is to run between Mon - Fri 07h30 till 16h00 unless is it impossible to work within operational hours.

Inspections

Inspections will be carried out by the ATNS representative in order to ensure that the works is carried out to satisfaction and in line with the Work Specification and the method statement provided by the Tenderer and accepted by ATNS.



ANNEXURE C: PRICING SCHEDULE.

This section provides the tenderer with guidelines and requirements regarding the completion of the Price Schedule.

Items	Quantity	Unit Price	Total Price
Overalls (2 Piece)	15		
Bomber Jacket	15		
Brush cutter protective Trouser	2		
Reflective Vest	40		
Rubberised Rain Suit With reflective tape	15		
Sun Hat	15		
Bumper Cap	15		
Safety Gloves (Pig Skin Gloves)	15		
Safety Gloves (Polyurethane Palm Coated Gloves)	15		
Ear Defender with pc visor	2		
Ear muffs	15		
Reusable Ear plugs	20		
Safety Goggles	15		
Safety Spectacle	15		
Safety boots socks Pair	30		
Rain Boots	15		
Snake gaiters	11		
Safety Boots (Boxer) 1	8		
Safety Boots 2	7		
Masks	2		
Hard Hat	15		
Javlin - Polycotton Dust Coat, Royal Blue and Grey color	2		
Safety Shoes Occasion	1		
Sub-Total			
VAT @15%			
VAT Incl.			



- All Prices must be quoted in South African Rand, exclusive of VAT
- 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 disqualified.
- Provide quoted prices which is inclusive of all items (preparation, material, labour and transport costs).

NB: The pricing schedule must be fully completed (100%) and submitted. Failure to comply with this instruction will result in the bid being disqualified.

NAME OF THE COMPANY.....

DESIGNATION.....

SIGNATURE.....

CSD NUMBER.....

PREFERENTIAL PROCUREMENT REFORM:

The Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000.

ATNS Preferential Procurement (PP) requirements as per the ATNS Supply Chain Management Policy, states that ATNS shall deal with suppliers in accordance with the ATNS specific goals. The application of the specific goals will be per request, per tender up to the maximum points as per the applicable pricing formula, the 80/20 system.

Suppliers not meeting the requirements of the Preferential Procurement are required to clearly identify any possible teaming arrangement which could be established with South African B-BBEE compliant enterprises Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favorably by the Company during the Tender evaluation process.

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

All responsive tender offers shall be evaluated in terms of Price and ATNS specific goals. The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000.



THE EVALUATION OF THE RFQ:

STAGE 1	ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS
STAGE 2	MANDATORY REQUIREMENTS
STAGE 3	PRICE AND ATNS SPECIFIC GOALS

The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

STAGE 1: ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

The bidder must comply with **ALL** of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if ATNS is unable to verify whether the pre-qualification requirements are met, then ATNS reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

STAGE 2: MANDATORY REQUIREMENTS

FAILURE TO SUBMIT ALL OF THE BELOW REQUIREMENTS WILL RESULTS ON YOUR QUOTATION BEING DISQUALIFIED

Mandatory Criteria	Proof Required
One reference letter of similar work conducted in the past – 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 and contact name, Contact number and position of the referee.	Yes

STAGE 3: PRICE AND ATNS SPECIFIC GOALS:

Evaluation for Price and ATNS specific goals



Quotations will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for ATNS specific goals claimed.

PRICE	80
ATNS SPECIFIC GOALS	20

B-BBEE rating certificates are applicable, and points will be allocated in terms of the ATNS specific goals as indicated in the table below. Bidders must submit valid B-BBEE Certificates, requested declarations, utility statements and any other supporting information that may be required to claim ATNS specific goals.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system in the provided SBD 6.1 attached.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)	10	<i>(To be completed by the tenderer in SBD 6.1 attached)</i>
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	10	<i>(To be completed by the tenderer in SBD 6.1 attached)</i>

This RFQ will be evaluated according to the above on ATNS specific goals. Failure to submit supporting documents may result to a bidder being allocated zero (0) points. Bidders are required to claim ATNS specific goals in the provided **SBD 6.1** attached.

CONTRACT TERMS

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Whilst ATNS have taken every reasonable step to ensure the accuracy of this brief, the Company accepts no liability in relation to the accuracy of any representations made. Tenderer should accept that their tender response is on the basis and reliance of its own judgment and information. ATNS reserves the right to vary the scope and terms as described in this document. If any variation does take place tenderer will be advised as soon as possible in writing.

The successful tenderer will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the tenderer to have adequate professional indemnity insurance. All Tenderers must bear in mind that if circumstances dictate, ATNS reserves its right to withdraw from any commitments that will be entered into within this statement of work.

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

ATNS reserves the right to reject, withdraw or cancel any or all Proposals/Tenders, to undertake discussions with one or more Tenderers and to accept that tender or modified tender which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.



SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ATNS SOC LTD			
BID NUMBER:		CLOSING DATE:	
DESCRIPTION			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mzwandile Mzimela	CONTACT PERSON	
TELEPHONE NUMBER	011 607 1000	TELEPHONE NUMBER	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	MzwandileM@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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES ENCLOSE PROOF)]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES, ANSWER THE QUESTIONNAIRE BELOW)]
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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
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration



Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,



then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,



qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:



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.
- 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.

2. POPIA CONSENT

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

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

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

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

- 3.1.1 Access the information at any reasonable time for the purposes of rectification thereof.
- 3.1.2 Object to the processing of the information.
- 3.1.3 Lodge a complaint with the Information Regulator.