



**REQUEST FOR QUOTATION FOR GOODS AND SERVICES FOR AIR TRAFFIC AND NAVIGATION SERVICES**

|   |   |
|---|---|
| <b>RFQ REFERENCE NUMBER:</b>                            | ATNS/RFQ001/HO/2024/2025  |
| <b>ISSUE DATE:</b>                                      | 08 July 2024  |
| <b>CLOSING DATE:</b>                                    | 19 July 2024  |
| <b>CLOSING TIME:</b>                                    | 11h00, CAT  |
| <b>COMPULSORY BRIEFING SESSION AND SITE INSPECTION:</b> | <p>Date: 15 July 2024<br/> Time: 14h00 pm, CAT</p> <p>Venue: Eastgate Office Park Block C<br/> South Boulevard Rd<br/> Bruma<br/> 2198</p> <p>GPS Co-ordinates: 26°10'47.0"S 28°06'40.8"E</p>   |
| <b>QUOTATION VALIDITY PERIOD:</b>                       | 60 Days   |
| <b>DESCRIPTION:</b>                                     | <p>APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, DELIVER, SERVICE, AND MAINTENANCE OF FIRE DETECTION SYSTEM, SUPPRESSION SYSTEM, AND FIRE EXTINGUISHER FOR 12 MONTHS AT ATNS HEAD OFFICE <b>RE-ADVERT</b></p>  |
| <b>RFQ DOCUMENTS MAY BE ADDRESSED TO:</b>               | <p>Procurement Specialist (A): Lament Nkadimeng<br/> Email address: <a href="mailto:RFQs@atns.co.za">RFQs@atns.co.za</a> and copy <a href="mailto:Lamentn@atns.co.za">Lamentn@atns.co.za</a></p> <p><b>NB: Please note our emails can only receive documents that are less 40MB, if documents are more, please send them in separate emails.</b></p> <p><b>NB: All responses must be submitted on the above dedicated mailbox. No hand-delivery submissions</b></p> |



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|  | <b>will be considered.</b>   |
| <b>REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS</b>   | <ul style="list-style-type: none"> <li>• Valid Tax Pin Status</li> <li>• CIPC registration Documents</li> <li>• Central Supplier Database (CSD) Report</li> <li>• Duly completed and signed SBD Forms (SBD1, SBD 4, SBD 6.1)</li> </ul>                  |
| <b>MANDATORY DOCUMENTS:</b><br><b><i>NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.</i></b>  | <ul style="list-style-type: none"> <li>• Signed positive reference letters from previous clients</li> <li>• Valid Fire Fighting Equipment Traders Association (FFETA)</li> <li>• Valid SAQCC certificate/permit</li> <li>• CIDB 1SF or higher</li> </ul> |
| <b><u>PLEASE NOTE:</u></b>   |  |
| <b>ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS</b>  |  |
| <b>PROCUREMENT SPECIALIST (A):</b>   | Lament Nkadameng   |
| <b>TELEPHONE:</b>  | 011 607 1218   |
| <b>E-MAIL:</b>   | <a href="mailto:RFQs@atns.co.za">RFQs@atns.co.za</a> and copy <a href="mailto:Lamentn@atns.co.za">Lamentn@atns.co.za</a>   |
| <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 documentation will invalidate the proposal submitted. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the right to accept the whole or any portion of a quotation.</p> <p>This RFQ will be evaluated based on the 80:20 preference point system as stipulated in the ATNS' Procurement Policies and Procedures.</p> |  |



**BIDDING STRUCTURE**

|  |  |
|--|--|
| <b>Indicate the type of Bidding/Tendering Structure by marking with an 'X'</b> |  |
| <b>Individual Bidder</b>   |  |
| <b>Joint Venture</b>   |  |
| <b>Consortium</b>  |  |
| <b>With Sub-Contractors</b>  |  |
| <b>Other</b>   |  |
| <b>If Individual:</b>  |  |
| <b>Name of Bidder</b>  |  |
| <b>Registration Number</b>   |  |
| <b>VAT Registration Number</b>   |  |
| <b>Contact Person</b>  |  |
| <b>Telephone Number</b>  |  |
| <b>Fax Number</b>  |  |
| <b>Cell Number(s)</b>  |  |
| <b>E-mail Address</b>  |  |
| <b>Postal Address</b>  |  |
| <b>Physical Address</b>  |  |
| <b>If Joint Venture or Consortium, indicate the name/s of the partners:</b>    |  |
| <b>Company Name</b>  |  |
| <b>Registration Number</b>   |  |
| <b>VAT Registration Number</b>   |  |
| <b>Contact Person</b>  |  |
| <b>Telephone Number</b>  |  |
| <b>E-mail Address</b>  |  |
| <b>Fax Number</b>  |  |
| <b>Postal Address</b>  |  |
| <b>Physical Address</b>  |  |



## **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 appoint a service provider to supply and deliver the following:

#### **1.1.1 SCOPE OF WORK**

Appointment of a service provider for the servicing and maintenance of the fire detection system, suppression system, and firefighting equipment for 12 months.

### **2. OBJECTIVES**

- 2.1 The fire detection, suppression system, and firefighting equipment tender is aimed at assisting ATNS in accomplishing its risk management objectives by ensuring that all the fire detection, suppression systems, and firefighting equipment at Head Office: Bruma are maintained, serviced, repaired, and restored to their normal operating conditions and required functionality
- 2.2 The objective of this tender is to appoint a suitable service provider who complies with the standards set by SAQCC and in terms of any subsequent amended recommendations or acts in place.

### **3. THE PROPOSALS SHOULD BE FOR THE FOLLOWING**

- 3.1 Maintenance services of the ATNS Bruma Office fire detection, suppression system, and firefighting equipment.
- 3.2 Quarterly fire detection, suppression systems Firefighting equipment Routine, and maintenance testing: ATNS Head Office.
- 3.3 Quarterly servicing of fire extinguishers, fire hoses, and fire hydrants.
- 3.4 Conduct ad-hoc fire detection, suppression system, and firefighting equipment repairs as requested by management on a quotation basis.
- 3.5 Carry out any additional work over and above the scheduled maintenance service, which ATNS may require to maintain the sites properly and safely.



- 3.6 Attendance and reporting at the ATNS Head Office Facilities meeting every quarter after inspection and service for any significant findings identified during the service and maintenance activities.
- 3.7 Supply any parts or components that may be required for maintenance purposes, during the period of this agreement. (market-related prices) on a quotation basis.
- 3.8 If uneconomical to maintain or repair; Supply new fire detection and suppression systems, firefighting equipment units, and items to replace the failed units on critical equipment and buildings. The replacement cost will be solely approved by ATNS. Further, ATNS reserves the right to test the market to confirm that the prices submitted are market related.
- 3.9 Commissioning the new fire detection and suppression system or firefighting equipment unit and providing site acceptance test documents.
- 3.10 Recommendation on required repairs after maintenance/inspections.
- 3.11 Conduct all necessary repair installations and provide a certificate of compliance when required.
- 3.12 Provide a 12-month maintenance and guarantee on all new installations and parts supplied.  
NB-appointed contractors should have insurance coverage for liability and workers' compensation. Please note that the amount of the cover will be determined during contracting.

#### **4. GENERAL**

- 4.1 Provide all materials, labour, and transport to complete maintenance, the removal of existing items/units, and the installation of new items/units.
- 4.2 In the case of new installations, the service provider must remove existing items/units install new units and leave the area of work neat on completion. Dispose of the replaced item and provide disposal certificates.
- 4.3 Provide quoted prices that are inclusive of all items (preparation, material, labour, and transport costs).
- 4.4 Provide a quoted price that includes VAT and is valid for 60 days from the closing date of the quotation.



## **5. DELIVERIES OF GOODS**

- 5.1 Deliveries must take place within 7 working days of placing an official order, except in emergency circumstances where delivery must be immediate.
- 5.2 The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
- 5.3 The delivery address is ATNS Bruma Head Office, Eastgate Offices, South Boulevard Road, 2198. A special arrangement should be made with the Facilities Manager/ Building Administrator.
- 5.4 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.
- 5.5 Service providers must supply and ensure their labour for the offloading of the products at the designated ATNS sites.
- 5.6 ATNS will place orders as and when required during the contract period.
- 5.7 An official order must be issued before any delivery may be made to ATNS Head Office, unless in an emergency.

## **6. QUALITY**

- 6.1 If ATNS elects to accept an alternative item purported to be equal/similar by the tenderer, acceptance of the items will be conditional on ATNS's inspection and testing after receipt.
- 6.2 If in the sole judgment of ATNS, the delivered items are determined not to be within SABS/SANS national specifications, the supplier will be requested to replace the items with the items that comply with SABS/SANS national specifications immediately at no additional cost to ATNS.
- 6.3 ATNS may from time to time test the quality of the products and services, noncompliance may result in the termination of the contract.
- 6.4 All product items should carry (minimum of 1 year) guarantees or warranties and defective 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.



## 7. SCOPE OF WORK

HO Building Fire Maintenance

### Work Specific Requirements

ATNS Block C Fire Maintenance Service Requirements

The services will include inspection, maintenance, servicing, and repair, of fire extinguishers, gas fire suppression systems, and fire hydrant systems.

The below tables, Table 1, Table 2, Table 3, and Table 4 describe ATNS Bruma fire infrastructure.

**Table 1: Ground Floor Fire Infrastructure Building Fire Information**

#### Ground Floor

| Item No | Description                  | Quantity | Additional Information |
|---------|------------------------------|----------|------------------------|
| 1       | 4,5 Kg STP Fire Extinguisher | 10       |                        |
| 2       | 9 Kg STP Fire Extinguisher   | 2        |                        |
| 3       | 2 Kg Co2 Fire Extinguisher   | 8        |                        |
| 4       | 5 Kg Co2 Fire Extinguisher   | 4        |                        |
| 5       | Fire Hydrant                 | 1        |                        |
| 6       | Hose Reel                    | 3        |                        |
| 7       | Red Glass Break              | 3        |                        |
| 8       | Green Glass Break            | 3        |                        |
| 9       | Detector/Sensors             | 80       |                        |
| 10      | Loud and Clear               | 5        |                        |
| 11      | Strobe Light                 | 6        |                        |
| 12      | Buzzer/Sounder               | 6        |                        |
| 13      | Control Panel                | 1        |                        |



**Table 2: 1st Floor Fire Infrastructure First Floor**

| Item No | Description                  | Quantity | Additional Information |
|---------|------------------------------|----------|------------------------|
| 1       | 4,5 Kg STP Fire Extinguisher | 10       |                        |
| 2       | 9 Kg STP Fire Extinguisher   | 2        |                        |
| 3       | 2 Kg Co2 Fire Extinguisher   | 5        |                        |
| 4       | 5 Kg Co2 Fire Extinguisher   | 5        |                        |
| 5       | Fire Hydrant                 | 1        |                        |
| 6       | Hose Reel                    | 3        |                        |
| 7       | Red Glass Break              | 3        |                        |
| 8       | Green Glass Break            | 3        |                        |
| 9       | Detector/Sensors             | 38       |                        |
| 10      | Loud and Clear               | 5        |                        |
| 11      | Strobe Light                 | 8        |                        |
| 12      | Buzzer/Sounder               | 6        |                        |
| 13      | Control Panel                | 1        |                        |
| 14      | Gas Suppression Cylinder     | 3        | HFC 227 ea             |
| 15      | Gas Suppression Nozzle       | 2        |                        |

**Table 3: 2nd Floor Fire Infrastructure**

| Item No | Description                  | Quantity | Additional Information |
|---------|------------------------------|----------|------------------------|
| 1       | 4,5 Kg STP Fire Extinguisher | 19       |                        |
| 2       | 9 Kg STP Fire Extinguisher   | 6        |                        |
| 3       | 2 Kg Co2 Fire Extinguisher   | 10       |                        |
| 4       | 5 Kg Co2 Fire Extinguisher   | 1        |                        |
| 5       | Hose Reel                    | 3        |                        |
| 6       | Red Glass Break              | 7        |                        |
| 7       | Green Glass Break            | 8        |                        |
| 8       | Detectors/Sensors            | 80       |                        |
| 9       | Loud and Clear               | 5        |                        |
| 10      | Strobe Light                 | 8        |                        |
| 11      | Buzzer/Sounder               |          |                        |





**Table 4: Basement Fire Infrastructure**

| Item No | Description                  | Quantity | Additional Information |
|---------|------------------------------|----------|------------------------|
| 1       | 4,5 Kg STP Fire Extinguisher | 3        |                        |
| 2       | 9 Kg STP Fire Extinguisher   | 9        |                        |
| 3       | 5 Kg Co2 Fire Extinguisher   | 2        |                        |
| 4       | Hose Reel                    | 1        |                        |

## 8. CONTRACTORS'S RESPONSIBILITIES

### 8.1 The Contractor shall

- 8.1.1 Provide all the necessary skills, resources, tools, equipment, and experts, to carry out the works; as a minimum requirement, the successful supplier is to have a Qualified SAQCC personnel/expert (commissioner-level gas suppression and detention).
- 8.1.2 Review, familiarize, and understand the proposed sites including all constraints and environmental factors.
- 8.1.3 Review, familiarize, and understand the operational requirements of the facilities at ATNS Head Office.
- 8.1.4 Complete examination of fire extinguishers and checking for correct operation.
- 8.1.5 Fix tags to equipment that was serviced to show the date of inspection and the date when the next service is due.
- 8.1.6 All servicing to be carried out on premises where possible.

### Fire Detection System

- 8.1.7 The fire detection system will be serviced once in three months.
- 8.1.8 Test the installation from the indicator.
- 8.1.9 Inspection and maintenance of smoke and fire detectors and auxiliary components.
- 8.1.10 Replacement of outdated or damaged fire and smoke detectors and components.
- 8.1.11 Maintenance and inspection of the control panel.
- 8.1.12 Maintenance of the building fire layout including diagrams and evacuation plans.
- 8.1.13 Test any audible alarm controlled by the system and inspect all other alarms connected to the system.
- 8.1.14 Inspect and test one or more manual call points in each zone connected to the system (if any) so that each manual call point shall be tested at least once each year.



- 8.1.15 Test the connection to the Fire Station (if applicable) and check the correction operation of the receiving panel.
- 8.1.16 Make insulation test of the wiring.
- 8.1.17 Inspect and test batteries.
- 8.1.18 Examine the premises and inform ATNS of any alterations or additions to the system that may be necessary to maintain the efficiency of installations.
- 8.1.19 Forward the test report to the ATNS after each visit.
- 8.1.20 Attend to all callouts within the next half day.

### **Fire Extinguishers**

- 8.1.21 Check and record the weight of each CO2 cylinder.
- 8.1.22 Replacement of outdated or damaged fire extinguishers.
- 8.1.23 Refilling of fire extinguishers.
- 8.1.24 Inspect and test CO2 cylinders release mechanism, lubricating as necessary.
- 8.1.25 Release link line (if applicable) after isolating cylinders.
- 8.1.26 Operate Manual release facility.
- 8.1.27 Reset installation in operative conditions.
- 8.1.28 Forward a test report to the ATNS after each visit.

### **Gas Fire Suppression System**

- 8.1.29 Inspection and maintenance of gas fire suppression system.
- 8.1.30 Repair and replacement of faulty components.
- 8.1.31 Testing of gas fire suppression system.
- 8.1.32 Forward a test report to the ATNS after each visit.

### **Fire Hydrant System**

- 8.1.33 Inspection and maintenance of fire hydrant system.
- 8.1.34 Repair and replacement of faulty components.
- 8.1.35 Testing of fire hydrant system.
- 8.1.36 Forward a test report to the ATNS after each visit.
- 8.1.37 Conduct any other reasonable works required to successfully deliver the services to the Employer on time, on budget, and at the accepted quality.
- 8.1.38 Hand over all documentation including condition reports after services, repairs and installations.



- 8.1.39 Provide the list of items kept on the client premises, including contact numbers for reporting corrective faults.
- 8.1.40 Access permits should solely be the service provider's responsibility, including the cost.
- 8.1.41 Due to the nature of operations at ATNS service provider must always advise management before the commencement of any task schedule or corrective.
- 8.1.42 Service providers must adhere to the SLA agreement including response time especially corrective faults logged.
- 8.1.43 The service provider will be required to provide minimal/basic training around fire panels, basic use of fire extinguishers, and other basic related firefighting equipment.

## **9. OBLIGATIONS OF ATNS**

- 9.1 To always ensure that the installations will be used reasonably.
- 9.2 To advise the contractor immediately if a fault arises in respect of the installation.
- 9.3 To notify the contractor of any changes in the type of occupancy or ownership of the installation and of any change in postal address.
- 9.4 To pay in addition to the maintenance charge any tax, fee, or duty which may have been imposed by Law, Local Authority, Fire Brigade, Police, or post office in respect of the installation.
- 9.5 To ensure that the contractor workmen shall at all times have free and undisturbed access to the installation.



**ANNEXURE B: PRICING SCHEDULE.**

**Service providers to use the costing table provided in an Excel sheet**

| Location  | Description                  | Qty | Rate per unit | Price per Quarter | Annual Cost |
|---|------------------------------|-----|---------------|-------------------|-------------|
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | 4,5 Kg STP Fire Extinguisher | 42  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | 9 Kg STP Fire Extinguisher   | 19  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | 2 Kg Co2 Fire Extinguisher   | 23  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | 5 Kg Co2 Fire Extinguisher   | 16  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Fire Hydrant                 | 3   | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Hose Reel                    | 7   | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Red Glass Break              | 13  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Green Glass Break            | 14  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Smoke Detectors              | 193 | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Loud and clear               | 15  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Strobe Light                 | 22  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Buzzer/Sounder               | 12  | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Control Panel                | 2   | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Gas Suppression Cylinder     | 3   | R             | R                 | R           |
| Ground Floor, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Floor and Basement | Gass Suppression Nozzle      | 2   | R             | R                 | R           |

|                  |  |
|------------------|--|
| <b>Sub Total</b> |  |
| <b>VAT @ 15%</b> |  |
| <b>Total</b>     |  |



**Replacement/Refilling rate per Element**

| Description                  | Replacement Rate per unit | Refiling and Testing Rate per Unit | Repairing Rate Per Unit |
|------------------------------|---------------------------|------------------------------------|-------------------------|
| 4,5 Kg STP Fire Extinguisher | R                         | R                                  | R                       |
| 9 Kg STP Fire Extinguisher   | R                         | R                                  | R                       |
| 2 Kg Co2 Fire Extinguisher   | R                         | R                                  | R                       |
| 5 Kg Co2 Fire Extinguisher   | R                         | R                                  | R                       |
| Fire Hydrant                 | R                         | R                                  | R                       |
| Hose Reel                    | R                         | R                                  | R                       |
| Red Glass Break              | R                         | R                                  | R                       |
| Green Glass Break            | R                         | R                                  | R                       |
| Smoke Detectors              | R                         | R                                  | R                       |
| Loud and clear               | R                         | R                                  | R                       |
| Strobe Light                 | R                         | R                                  | R                       |
| Buzzer/Sounder               | R                         | R                                  | R                       |
| Control Panel                | R                         | R                                  | R                       |
| Gas Suppression Cylinder     | R                         | R                                  | R                       |
| Gass Suppression Nozzle      | R                         | R                                  | R                       |



**10. Ad-Hoc Repairs Services**

4.1 Suppliers are to provide AD-HOC (As and when required) service costing table containing call out rate, repair hourly rates, and travel rates per kilo at any listen ATNS site as required (Costs must be VAT inclusive)

**Ad- Hoc Costing for the during the week**

| ITEMS                  |   | Year 1 |
|------------------------|---|--------|
| Normal Hours           | Repairs hours within Normal Time (Labour Hourly Rate) 07:30 – 16:00 (VAT Inclusive)                   | R      |
| After Hours (Overtime) | Fire Suppression Systems Repairs Outside Normal Time (Labour Hourly Rate) After 16:00 (VAT Inclusive) | R      |
| Saturdays              | Fire Suppression Systems Repairs on Sat (Labour Hourly Rate) (VAT Inclusive)                          | R      |
| Holidays / Sundays     | Fire Suppression Systems Repairs P/H & Sundays (Labour Hourly Rate) (VAT Inclusive)                   | R      |
| Travelling Rates       | The cost of all travelling (Rate/Kilometer)   | R      |



**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.

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:

|                |                                      |
|----------------|--------------------------------------|
| <b>STAGE 1</b> | <b>ADMINISTRATIVE REQUIREMENTS</b>   |
| <b>STAGE 2</b> | <b>MANDATORY REQUIREMENT</b>         |
| <b>STAGE 3</b> | <b>PRICE AND ATNS SPECIFIC GOALS</b> |

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

### **STAGE 1: ADMINISTRATIVE 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**

During this stage Bid response documentation will be evaluated against compliance to the Mandatory Specifications. The Mandatory Requirements are listed below, it is important that you submit all the documentation requested below or you will be disqualified. **FAILURE TO SUBMIT ANY OF THE BELOW MANDATORY DOCUMENTS WILL RESULT IN A DISQUALIFICATION AND BIDDER WILL NOT BE EVALUATED FURTHER.**





**1. Mandatory Requirement**

Provide five (5) letters of proof of Previous Relevant experience with contactable references. References must be in the form of signed reference letters on a client’s business letterhead stating the scope and description of the services rendered, contract duration, contact name, Contact number, and position of the referee. Reference letters must not be older than 5 years by the closing date of this RFQ.

**2. Mandatory Requirement**

Proof of membership to Fire Fighting Equipment Traders Association (FFETA)

**3. Mandatory Requirement**

Proof of at least 1 commissioner expert that is registered with SAQCC to support the fire detection and suppression service team

**4. Mandatory Requirement**

The supplier must be registered with the Construction Industry Development Board (CIDB) with a rating of 1SF or higher, supported by a valid certificate or document confirming such registration and grading.

**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 the price and 20 points for ATNS specific goals claimed.

|                            |           |
|----------------------------|-----------|
| <b>PRICE</b>               | <b>80</b> |
| <b>ATNS SPECIFIC GOALS</b> | <b>20</b> |

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<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(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**

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**

|  |  |                  |  |               |  |
|--|--|------------------|--|---------------|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ATNS SOC LTD</b>                  |  |                  |  |               |  |
| BID NUMBER:  |  | CLOSING DATE:    |  | CLOSING TIME: |  |
| DESCRIPTION  |  |                  |  |               |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b> |  |                  |  |               |  |
|  |  |                  |  |               |  |
|  |  |                  |  |               |  |
|  |  |                  |  |               |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                      |  |                  | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b> |               |  |
| CONTACT PERSON   |  | CONTACT PERSON   |  |               |  |
| TELEPHONE NUMBER   |  | TELEPHONE NUMBER |  |               |  |
| FACSIMILE NUMBER   |  | FACSIMILE NUMBER |  |               |  |



|   |  |  |  |                                     |                               |   |      |
|---|--|--|--|-------------------------------------|-------------------------------|---|------|
| E-MAIL ADDRESS  |  |  |  | E-MAIL ADDRESS                      |                               |   |      |
| <b>SUPPLIER INFORMATION</b>   |  |  |  |                                     |                               |   |      |
| NAME OF BIDDER  |  |  |  |                                     |                               |   |      |
| POSTAL ADDRESS  |  |  |  |                                     |                               |   |      |
| STREET ADDRESS  |  |  |  |                                     |                               |   |      |
| TELEPHONE NUMBER  |  | CODE   |  | NUMBER                              |                               |   |      |
| CELLPHONE NUMBER  |  |  |  |                                     |                               |   |      |
| FACSIMILE NUMBER  |  | CODE   |  | NUMBER                              |                               |   |      |
| E-MAIL ADDRESS  |  |  |  |                                     |                               |   |      |
| VAT REGISTRATION NUMBER   |  |  |  |                                     |                               |   |      |
| SUPPLIER COMPLIANCE STATUS  |  | TAX COMPLIANCE SYSTEM PIN:   |  | OR                                  | CENTRAL SUPPLIER DATABASE No: |   | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE  |  | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT |                               | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |      |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |  |                                     |                               |   |      |



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

**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 .....



**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

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

.....





2.4 Company Registration Number:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

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

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:



Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct **YES / NO**



business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, **YES/NO**  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?





**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS  
CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder



**SBD 6.1**

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**

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

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

- (a) Price; and



(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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:

|   |    |   |
|---|----|---|
| <b>80/20</b>  | or | <b>90/10</b>  |
| $P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ | or | $P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ |

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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





**3.2.1. POINTS AWARDED FOR PRICE**

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

|   |           |   |
|---|-----------|---|
| <b>80/20</b>  | <b>or</b> | <b>90/10</b>  |
| $P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$ | or        | $P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$ |

Where

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

**4. POINTS AWARDED FOR SPECIFIC GOALS**

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



be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***Note to 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)        | <b>10</b>   |   |
| 30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA) | <b>10</b>   |   |



**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.

|   |                                  |
|---|----------------------------------|
| .....<br><b>SIGNATURE(S) OF TENDERER(S)</b> |                                  |
| <b>SURNAME AND NAME:</b>                    | .....                            |
| <b>DATE:</b>                                | .....                            |
| <b>ADDRESS:</b>                             | .....<br>.....<br>.....<br>..... |



## 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 service provider 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.