**Request for Quotation for goods and services for Air Traffic and Navigation Services**

|  |  |
| --- | --- |
| **RFQ REFERENCE NUMBER:** | **ATNS/FAKN/RFQ010/2022/23\_REFRESHMENETS** |
| **ISSUE DATE:** | **14 November 2022** |
| **CLOSING DATE:** | **22 November 2022**  |
| **CLOSING TIME:** | **15h00, CAT** |
| **COMPULSORY BRIEFING SESSION:** | **N/A** |
| **QUOTATION VALIDITY PERIOD:** | **90 Days** |
| **DESCRIPTION:** | **APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO SUPPLY AND DELIVER REFRESHMENTS AT KRUGER MPUMALANGA AIRPORT ATNS TOWER– FAKN FOR A PERIOD OF 12 MONTH AS AND WHEN REQUIRED** |
| **RFQ DOCUMENTS MAY BE ADDRESED TO:** | **Procurement Officer: Molete Makhutle****Email address: Moletem@atns.co.za****NB:** **Please note our emails can only receive documents that are less 5MB, if documents are more, please send them in separate emails** |
| **REQUIRED RETURNABLE DOCUMENTS** | * **Valid Tax Pin Status**
* **Valid BEE Certificate or Sworn Affidavit – Certified**
* **Banking Details with a Bank Stamp**
* **CSD Report**
* **Completed SBD Forms**
* **Quotation on The Company Letterhead**
* **CK Documents**
 |
|  **MANDATORY RETURNABLE DOCUMENTS:** ***NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.*** | 1. **Provide three (3) letters of proof of Previous Relevant experience on refreshment supply and delivering services. References must be in a form of a signed letters on a client’s business letterhead stating the scope and description of the services rendered, with contactable references, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by closing date of this RFQ.**
2. **The Service provider shall submit a scaled map or Proof of residence showing the evidence of their facility being situated in Mpumalanga**
 |
| **PLEASE NOTE:****ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS** |
| **Procurement Officer:** | **Molete Makhutle** |
| **Telephone:** | **011 607 1475** |
| **E-mail:** | Moletem**@atns.co.za** |

|  |
| --- |
| **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 and 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.****This RFQ will be evaluated on the basis of the 80:20-point system as stipulated in the ATNS’ Procurement Policies and Procedures.** |

**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**

# PURPOSE OF THE REQUEST FOR QUOTATIONS

1. Air Traffic and Navigation Services SOC (herein this document referred to as “ATNS”) seeks to identify and appoint suitable supplier for the supply and delivery of refreshments to ATNS Kruger Mpumalanga Airport – FAKN for a period of 12 months **as and when required.**
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

# EXTENT OF WORK

## SCOPE OF WORK

To appoint a suitable Service provider to provide refreshments at **Kruger Mpumalanga Airport ATNS Control Tower**.

## COLLECTION AND DELIVERIES

* Deliveries must take place within 7 working days of placing an official order, except in emergency circumstance; delivery must be immediate.
* The service provider shall at all times remain fully and solely responsible for the timeous delivery of service/goods to ATNS.
* Delivery of products must include the off-loading thereof at the service provider’s own risk and cost to the designated delivery addresses as indicated above.
* Service provider must supply and ensure their own labour for the offloading of the products at the designated ATNS sites.
* An official order must be issued before any delivery may be made, Unless in an emergency.
* Refreshments to be delivered at the Addressees listed here to as Annexure D.

## QUALITY

* + 1. **Quality Standards**
* 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 complies with SABS/SANS national specifications immediately at no additional cost to ATNS.
* ATNS may from time to time test the quality of the products and services, noncompliance may result in the termination of the contract.
* ATNS will only take delivery of goods subject to **expiry date verifications and if the product were acquired from credible outlets**

**2.4 CONTRACT- DURATION**

* Service providers are herewith invited to submit quotation for supply and delivering of refreshments at Kruger Mpumalanga Airport ATNS Tower for a period of 12 months.

**ANNEXTURE B – SPECIFICATIONS**

**DETAILED SPECIFICTAIONS**

Find below details of the items to be delivered.

1. **Consumables**

|  |
| --- |
| **Item Description** |
|  |
| Brown Sugar 10kg (Selati) |
| Choice Assorted biscuits 2kg |
| Clover low fat milk (6 per case) 1 litre |
| Clover Milk – Full cream (6 per case) 1 litre |
| Cremora 1 kg |
| Five Roses 200 teabags |
| Joko Tea 200 teabags |
| Freshpak Rooibos Teabags (160 tea bags) |
| Jacobs coffee 200g |
| Nescafe Classic 1 Kg |
| Nescafe Gold 200g |
| Nestle Hot Chocolate 1 kg  |
| Nestle Milo 2Kg |
| Oros 5L |
| Ricoffy 1.5 Kg Decaff |
| Ricoffy 1.5 Kg Instant coffee |
| Stevia canderel (1000 in a box) |
| Sweetener Selati (1000 in a box) |
| 2-Ply White Toilet Paper – 48 rolls of toilet tissue |
| Black Refuse Bags (50pkt) |
| Handy Andy Hygiene Liquid 750ml (pack of 6) or Equivalent |
| Dish Cloth (caterers choice 10 in pack) |
| Dishwashing sponge (4 per pack) |
| Sunlight dish washing liquid 750ml or Equivalent (pack of 6) |
| Bathroom liquid Hand Wash Soup 300ml (pack of 6) - Manual Press on Bottles |
| Snowsoft or equivalent, Interfold hand towels (230mm x 240mm) / (1 box = 2000 individual sheets per box) |

1. **Accessories**

|  |
| --- |
| **Item Description** |
| Plastic teaspoons |
| Ram pro heavy teaspoons |
| Heavy-duty stainless-steel butter knives |
| Harley Tablespoons |
| Mugs (600X 600) white |

 **ANNEXURE C: PRICING SCHEDULES.**

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

Suppliers are to provide cost per unit over 12 months. The pricing must be inclusive of VAT.

1. **Kruger Mpumalanga AIRPORT TOWER**

|  |
| --- |
|  |
| **Item Description** | **QTY** | **COST PER ITEM** | **TOTAL COST**  |
|  |  |   |   |
| Brown Sugar 10kg (Selati) | 1 | R -  | R -  |
| Choice Assorted buiscuits 2kg | 1 | R -  | R -  |
| Clover low fat milk (6 per case) 1 litre | 1 | R -  | R -  |
| Clover Milk – Full cream (6 per case) 1 litre | 1 | R -  | R -  |
| Cremora 1 kg | 1 | R -  | R -  |
| Five Roses 200 teabags | 1 | R -  | R -  |
| Joko Tea 200 teabags | 1 | R -  | R -  |
| Freshpak Rooibos Teabags (160 tea bags) | 1 | R -  | R -  |
| Jacobs coffee 200g | 1 | R -  | R -  |
| Nescafe Classic 1 Kg | 1 | R -  | R -  |
| Nescafe Gold 200g | 1 | R -  | R -  |
| Nestle Hot Chocolate 1 kg  | 1 | R -  | R -  |
| Nestle Milo 2Kg | 1 | R -  | R -  |
| Oros 5L | 1 | R -  | R -  |
| Ricoffy 1.5 Kg Decaff | 1 | R -  | R -  |
| Ricoffy 1.5 Kg Instant coffee | 1 | R -  | R -  |
| Stevia canderel (1000 in a box) | 1 | R -  | R -  |
| Sweetener Selati (1000 in a box) | 1 | R -  | R -  |
| 2-Ply White Toilet Paper – 48 rolls of toilet tissue | 1 | R -  | R -  |
| Black Refuse Bags (50pkt) | 1 | R -  | R -  |
| Handy Andy Hygiene Liquid 750ml (Pack of 6) or Equivalent | 1 | R -  | R -  |
| Dish Cloth (caterers choice 10 in Pack) | 1 | R -  | R -  |
| Dishwashing sponge (4 per pack) | 1 | R -  | R -  |
| Sunlight dish washing liquid 750ml (Pack of 6) or Equivalent  | 1 | R -  | R -  |
| Bathroom liquid Hand Wash Soup 300ml (Pack of 6) - Manual Press on Bottles | 1 | R -  | R -  |
| Snowsoft or equivalent, Interfold hand towels (230mm x 240mm) / (1 box = 2000 individual sheets per box) | 1 | R -  | R -  |
|   |   |   |   |   |   |
| **Total Cost VAT Inclusive**  | **R -**  | **R -**  |

1. **Accessories**

|  |  |
| --- | --- |
| **Item Description** |  **Kruger Mpumalanga Costing** |
| **Plastic teaspoons Set (250)** |  **R**  |
| **Ram pro heavy teaspoons Set (12)** |  **R**  |
| **Heavy-duty stainless-steel butter knives Set (6)** |  **R**  |
| **Harley Tablespoons Set (12)** |  **R**  |
| **Mugs (600X 600) white Set (24)** |  **R**  |

|  |  |
| --- | --- |
| **Total Costing VAT Inclusive** |  **R**  |

1. **Total Costing**

|  |  |
| --- | --- |
| **TOTAL KRUGER MPUMALANGA AIRPORT (VAT INCLUSIVE)** | **R -**  |
| **OVERALL ACCESSORIES (VAT INCLUSIVE)** | **R -** |

|  |  |
| --- | --- |
| **TOTAL OVER 12 MONTHS (VAT INCLUSIVE)** | **R -**  |

* 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 price 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.**

**ANNEXTURE C: CONTROL CENTRE UNITS ADDRESSES**

|  |  |
| --- | --- |
| **REGIONAL AIRPORTS**  | **DELIVERY ADDRESS**  |
|  |  |
| **KRUGER MPUMALANGA AIRPORT AIRPORT TOWER**  | **Kruger Mpumalanga Airport ATNS Tower,** **R538,** **Nelspruit,** **1200**  |

NAME OF THE COMPANY……………………………………………………………………………

DESIGNATION………………………………………………………………………………………………

SIGNATURE…………………………………………………………………………………………….

CSD NUMBER………………………………………………………………………………………….

**The Evaluation of the RFQ:**

|  |  |
| --- | --- |
| **Stage 1** | **Acquisition strategy (B-BBEE Level 1 to 4)** |
| **Stage 2** | **Mandatory Requirements** |
| **Stage 3** | **Price and BBBEE** |

**STAGE 1**

***Preferential Procurement Reform:***

**The Preferential Procurement Regulations, 2017 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 which states that ATNS shall deal with suppliers in accordance with the B-BBEE Codes of Good Practice will be taken into consideration. In particular, ATNS shall deal with local B-BBEE suppliers with a B-BBEE contribution of level **1 to level 4**.

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 BBBEE compliant enterprises Any workable plan to train and promote black businesses or individuals through meaningful participation in this project will be considered favourably by the Company during the 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 B-BBEE. The 80/20 Preference Point System shall be applicable in accordance with the Preferential Procurement Framework Act (No.5) of 2000.

|  |  |  |  |
| --- | --- | --- | --- |
| REFERENCE | REQUIREMENT | YES | NO |
| 1 | Does the Bidder meet the Preferential Procurement requirements? (If yes, indicate by tick below, if no complete section 2 below)  |  |  |
| *1.1* | Suppliers with BEE contribution: Level 1- 4 (this requirement is a must for local suppliers) |  |  |

**STAGE 2: MANDATORY REQUIREMENTS**

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

| **Mandatory Criteria** | **Proof Required** |
| --- | --- |
| * **Provide three (3) letters of proof of Previous Relevant experience on refreshment supply and delivering services. References must be in a form of a signed letters on a client’s business letterhead stating the scope and description of the services rendered, with contactable references, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by closing date of this RFQ**.
* **The Service provider shall submit a scaled map or Proof of residence showing the evidence of their facility being situated in Mpumalanga**
 | Yes |

**STAGE 3: PRICE AND B-BBEE:**

**Evaluation for Price and B-BBEE**

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 B-BBEE points claimed.

|  |  |
| --- | --- |
| **PRICE** | **80** |
| **B-BBEE COMPLIANCE** | **20** |

B-BBEE rating certificates are applicable, and points allocated in terms of the B-BBEE Codes of Good Practice guideline as indicated in the table below. Bidders must submit valid B-BBEE Certificates and Statements which will be verified.

|  |  |
| --- | --- |
| **BBBEE Status Level of Contributor** | **Number of Points (80/20 System)** |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

ATNS shall evaluate suppliers in accordance with the B-BBEE Codes of Good Practice.

All responsive tender offers shall be evaluated in terms of functionality and scoring system for Price and B-BBEE. The 80/20 Point System shall be applicable in accordance with the ATNS’ Procurement Policies and Procedures.

**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.*

**PART A**

**INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (***NAME OF DEPARTMENT/ PUBLIC ENTITY***)** |
| BID NUMBER: | ATNS/FAKN/RFQ010/2022/23\_REFRESHMENETS | CLOSING DATE: | 11 November 2022 | CLOSING TIME: | 15:00 |
| DESCRIPTION | Appointment of a suitable service provider for supply and delivery of refreshments to ATNS Kruger Mpumalanga Airport– FAKN for a period of 12 months as and when required |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
| **RFQ can be sent by email to:** Moletem**@atns.co.za** |
|  |
|  |
|  |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** |
| CONTACT PERSON | **Molete Makhutle** | CONTACT PERSON |  |
| TELEPHONE NUMBER | **011 607 1475** | TELEPHONE NUMBER |  |
| FACSIMILE NUMBER | **N/A** | FACSIMILE NUMBER |  |
| E-MAIL ADDRESS | Molete**m@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][ ]  Yes [ ]  No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT  | [TICK APPLICABLE BOX][ ]  Yes [ ]  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?*** | [ ] Yes [ ] No [IF YES ENCLOSE PROOF] | ***ARE YOU A FOREIGN BASED SUPPLIER FOR*** *THE GOODS /SERVICES /WORKS OFFERED?* | [ ] Yes [ ] No[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? [ ]  YES [ ]  NODOES THE ENTITY HAVE A BRANCH IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? [ ]  YES [ ]  NOIS 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. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	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.**
	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.
	4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
 |
| 1. **TAX COMPLIANCE REQUIREMENTS**
 |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”
 |

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

SIGNATURE OF BIDDER: ……………………………………………

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

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

DATE. …………………………………………..

1. **PROTECTION OF PERSONAL INFORMATION**
	1. 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 aforegoing, 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.
	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.
	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. 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.
		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. the unauthorised or unlawful processing of such Personal Information; and
			2. the accidental loss or destruction of, or damage to, such Personal Information; and
			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.
	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.
	5. Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
	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.
	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**
	1. The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
		1. The information is voluntarily supplied, without undue influence from any party; and
		2. The information is necessary for the purposes of the engagement with ATNS.
	2. The tenderer acknowledges that he /she is aware of his/her right to:
		1. Access the information at any reasonable time for the purposes of rectification thereof.
		2. Object to the processing of the information.
		3. Lodge a complaint with the Information Regulator.