



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

RFQ REFERENCE NUMBER:	ATNS/TPQ/RFQ013/2023/24_GENERATOR
ISSUE DATE:	25 JULY 2023
CLOSING DATE:	08 AUGUST 2023
CLOSING TIME:	15h00, CAT
COMPULSORY BRIEFING SESSION AND SITE INSPECTION:	<p>Date: 01 August 2023</p> <p>Time: 10h30</p> <p>Venue: Aviation Training Academy (ATA), Gate 14, Bonaero Drive Bonaero Park 1619</p>
QUOTATION VALIDITY PERIOD:	60 Days
DESCRIPTION:	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO REMOVE AN EXISTING FIXED DIESEL GENERATOR AND SUPPLY, INSTALL, TEST, AND COMMISSION A NEW FIXED DIESEL GENERATOR AND MOBILE GENERATOR AT THE ATNS - OR TAMBO INTERNATIONAL AIRPORT VHF RECEIVER (RX) SITE.
RFQ DOCUMENTS MAY BE ADDRESSED TO:	<p>Procurement Officer: Thoko Phukubye</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>
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) -

	<p>Initialed and signed.</p> <ul style="list-style-type: none"> • ATNS Completed pricing schedule
<p>REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS</p>	<ul style="list-style-type: none"> • Valid Tax Pin Status • Valid B-BBEE Certificate or Sworn Affidavit – Certified • Banking Details with a Bank Stamp • Optional - Quotation on the Company Letterhead (aligned to ATNS pricing schedule) • CIPC registration Documents
<p>MANDATORY DOCUMENTS:</p> <p><i>NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.</i></p>	<ul style="list-style-type: none"> • Provide three (3) proof of Previous diesel generator installation, commissioning, and maintenance contactable references. References must be in a form of a signed reference letters on a client’s business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 3 years by closing date of this RFQ. • Service provider shall have a key resource with valid wireman’s licence or equivalent. • Supplier must be registered with the Construction Industry Development Board (CIDB) with a rating of 2 EB / 2 EP or higher, supported by a valid certificate or document confirming such

	<p>registration and grading.</p> <ul style="list-style-type: none"> The supplier shall provide a product catalogue or datasheet with detailed specifications of proposed UPS and battery that meet all the specifications
<p><u>PLEASE NOTE:</u></p> <p>ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS</p>	
PROCUREMENT OFFICER:	Thoko Phukubye
TELEPHONE:	011 607 1000
E-MAIL:	Thokop@atns.co.za
<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

CHAPTER 1: GENERAL SPECIFICATIONS FOR BOTH GENERATORS

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 for the removal of existing fixed diesel generator and supply, installation, testing, and commissioning of new fixed diesel generator and mobile generator at the ATNS - OR Tambo International Airport VHF receiver (RX) site. To ensure continued and sustainable system availability, ATNS further requires the same service provider to provide support, repair, and maintenance service of the same system for a period of twelve (12) months.
- 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.

2. EXTENT OF WORK

This project calls for the removal and disposal of the existing generator at the FAOR VHF Receiver (RX) site with the subsequent delivery, supply and installation of a new generator at the FAOR RX site and the FAOR mobile generator, with their associated refurbishments, civil and electrical works. The training of technical personnel with the establishment of a support and maintenance contract, is also a significant part of this project. (I)

2.1 SCOPE OF WORK

The scope of this project shall entail the following main aspects:

- Decommission and dispose of the existing generators in line with ATNS processes and procedures.
- Supply, install and commission the FAOR RX site fixed generator and the FAOR mobile generator.

- Perform all necessary and required civil and electrical works.
- Training of technical personnel.
- Establishment of a maintenance and support contract for the fixed and mobile generators.

[A] The bidder shall demonstrate their understanding off the scope of work.

1 Generator Specifications

The following information regarding both generators shall be provided by the bidder:

[A] Both generators shall have the following specifications:

- Apparent Power – 15 kVA
- Frequency – 50Hz
- Power Factor – 0.8
- Rated Power – 12kW
- Voltage rating – 400/230 V (Ph-Ph/Ph-N)
- Tolerance – +/- 5%

[B] Both the fixed and mobile shall be diesel generators.

[C] Within this specification a generator set is defined as consisting of an engine, alternator and fuel supply tank.

Generator components

Engine

The following information regarding the engine shall be provided by the bidder:

[A] The brake horsepower rating of the engine and speed variation in percentage (%).

[B] The engine protection mechanism in general and against high temperature and low oil pressure.

- [C] Engine performance curves.
- [D] Noise levels from the generator & at the tail of the exhaust pipe (both in dBA).
- [E] The recommended interval in running hours for Lubricating oil change, Oil filter element change & decarbonising.
- [F] The engine's de-rating capabilities, and percentage de-rating for site conditions such as altitude, temperature, humidity and total de-rating.
- [G] The Engine shall be fitted with the following:
 - A sump drainpipe with a shut-off valve placed in a convenient position outside the base frame to facilitate drainage.
 - Indication of recommended oil types on the engine, or base frames, by means of suitable labels.
 - Clear markings on the faceplates indicating all engine instruments, such as the normal operating zone(s), maximum and minimum allowable values/limits and danger zone(s).
- [H] The engine may be either of the air-cooled or water-cooled type. With the following considerations:
 - In the case of water-cooling, a built-on heavy duty, tropical type pressurised radiator shall be fitted. Only stand-by sets that are water cooled shall have electric heaters.
 - For either method of cooling, protection shall be provided against running at excessive temperatures. The operation of this protective device shall give a visual and audible indication on the control panel.
 - Water-cooled engines shall in addition be fitted with a low water cut-out switch, installed in the radiator, to switch the set off in the event of a loss of coolant. All air ducts for the cooling of the engine are to be allowed for. The air shall be supplied from the cooling fan cowling/radiator face to air outlet louvers in the plant room wall.
- [I] The engine shall be fitted with an electric starter motor and be able to start under both summer and winter conditions without the need for special devices.

Alternator

The bidder shall provide the following information regarding the generator's alternator.

- [A] The alternator shall be of the Low Harmonic Type and should be brushless. Information regarding the Class of insulation of windings, method of excitation and symmetrical short circuit current at terminals in Ampere is to be made available.
- [B] During operation, information which describes the generator efficiency at 0.8 Power Factor and Full load, $\frac{3}{4}$ load and $\frac{1}{2}$ load shall be provided, the Transient voltage dip on full load & the maximum permanent voltage variation in percentage (%). Voltage recovery on full load application in milli-seconds shall also be indicated.

Control Panel

The bidder shall provide the following information regarding the generator's control panel:

- [A] The diesel generator system shall be supplied complete with an onboard control panel with a microprocessor that can be configured to sense abnormal engine operating conditions and take corrective action. i.e. shutting down the engine, cooling down etc.

The control panel shall:

- [B] Have a dedicated viewing window.
- [C] Allow for fault history logging.
- [D] Date and time stamp all faults.
- [E] Display breaker statuses.
- [F] Allow for the monitoring of the environmental temperature and humidity.
- [G] Have high graphics resolution with an alphanumeric touch screen.
- [H] The control panel shall display at least the following:
 - Ratio of current transformers
 - Manual Start & Stop Button
 - Hour meter
 - Cyclometer counter

- Rating of circuit breaker in Amp and fault level in kA
- Setting range of overload trips & instantaneous trips
- Generator battery charging status indicator

[I] The control panel shall contain the following digital readouts:

- Engine oil pressure
- Coolant temperature
- Engine RPM
- System DC Volts
- Engine running hours
- Generator frequency
- Percentage of rated Power
- kVA, kVA_r, Power Factor, kW & kWhr meters

[J] The control panel shall contain the following measurements:

- Generated output power
- Output voltage and current;
- Load percentage;
- Power factor;
- Fuel level;
- Oil level;
- Battery voltage; and
- Battery charge/discharge current.

[K] The control panel shall provide the following alarms:

- Battery charger ac failure
- Charging alternator failure
- Emergency Standby Power (ESP) supplying load
- Emergency and unexpected stops
- Engine stop failure
- Faulty switch position
- Generator overspeed & overload
- Generator contact failure

- High water temperature
- Low oil pressure and low fuel main tank
- Low and high coolant temperature & levels
- Low and high battery voltage
- Maintenance required
- Mains contactor failure
- Over and under frequency

Generator Battery

The bidder shall provide the following information regarding the generator’s battery:

- [A] Generator Battery voltage, Number of cells & capacity in crank amp shall be provided.
- [B] The generator set shall be supplied with a battery. The battery will be housed in a suitable battery box and have enough capacity to provide the starting torque stipulated by the engine manufacturer. This battery shall be of the heavy duty “low maintenance” type.
- [C] The generator should have its own voltmeter and ammeter for its battery charging circuit.
- [D] The diesel generator system shall be equipped with Direct Current (DC) batteries rated for the starting motor voltage and current, and the control system.
- [E] The batteries shall be kept in a clean and cool compartment of the unit and shall be mounted separately from the vibrating parts of the diesel generator system.
- [F] The batteries shall be mounted such that they are protected from potential corrosion.
- [G] The batteries shall be charged through the battery charger when the diesel generator system is not in running mode.
- [H] The batteries shall be charged through the charging generator when the diesel generator system is in running mode.
- [I] The batteries shall operate under the conditions specified herein for a minimum period of 3 years.
- [J] The starting battery capacity shall be such that the full cranking current can be drawn for at least 30s, whilst maintaining the required discharge voltage.



Fault Current Rating

[A] All equipment shall be designed to withstand a fault current of at least 5 kA.

Deviation from Specification

[A] Any deviation from the specification shall be indicated.

Submittals

The following submittals shall be supplied for the fixed and mobile generators by the bidder:

- [A] Factory published specification sheet indicating standard and optional accessories, equipment ratings etc.
- [B] Manufacturer's catalogue of all auxiliary components such as isolators, battery chargers, silencer, exhaust flex, main circuit breaker, etc.
- [C] Dimensional elevation and layout drawings of the generator sets, enclosure and transfer switch gear and related accessories.
- [D] Engine mechanical data at varying loads up to full load, including heat rejection, exhaust gas flows, combustion air and ventilation air flows, noise data, fuel consumption, etc.
- [E] Generator electrical data including temperature and insulation data, cooling requirements, excitation ratings, voltage regulation, voltage regulator, efficiencies, waveform distortion and telephone influence factor.
- [F] Full performance curves and illustrations of the equipment offered.

General

- [A] The Contractor shall decommission and dispose of the existing generators in accordance with ATNS's environmental policy, practices and procedures.
- [B] A Turn-Key solution addressing all project requirements is required, the Contractor shall supply, deliver and install a fixed generator at the FAOR RX site as well as a FAOR mobile generator.
- [C] The Contractor shall take full responsibility of all piping, civil and electrical works required for the installation of the system including painting, wall filling etc.



[D] The Generators shall have a design life of at least 15 years.

Equipment Installation

[A] The ATNS Project Manager reserves the right to attach ATNS Company officials to the Supplier's installation party during installation, setting up and commissioning of the equipment for gaining practical experience (OJT) on the equipment.

[B] The final parameters and settings will be recorded by the Contractor on the successful installation and will be made available to the Company as a part of the As-Built document.

Cabling

The bidder shall provide the following information regarding the cabling: distance from the generator to the MLV Board and substation Approximately 70m.

[A] All cables shall be labelled, colour coded and include a numerical identifier, cable type, source (unit name, port, location) and destination (unit name, port and location).

[B] A proposed interconnection diagram depicting the flow of communication and power between the various system components shall be provided.

[C] All power cables shall be neatly installed in cable trays and/or ducts as applicable and shall not run parallel to communication cables.

[D] All high voltage cables shall be designed according to local and international standards such as SANS 6289:2007 and IEC 60183:2015.

Software

[A] All equipment related software shall be supplied on Compact Disk (CD) and be placed under configuration control.

[B] All CDs supplied may be copied by the Company for backup purposes and internal distribution.

[C] The laptops and/or desktop computers required to run the software provided under this project and to support the generator HMI shall be provided.

Environmental Conditions

[A] The systems offered shall operate within specifications under the following environmental conditions and tolerances.

Indoor Conditions	Operational Temperature	Ambient -5 °C to +60 °C
	Relative humidity	<95% in the range of -5°C to +35°C <60% in the range of + 35°C to 40°C
	Height above sea level	1 694 m

Table 1: Environmental parameters

Regulations

[A] The installation shall be performed in accordance with at least the following Acts and regulations:

- SANS 10142-1:2017 Part 1: Low voltage installations;
- SANS 8528-1:2008 2016 Reciprocating internal combustion engine driven alternating current generating sets Part 1 - 9: Application, ratings and performance.
- SANS 10131:2004 above-ground storage tanks.
- SAN/S 60529: 2013 degrees of protection provided by enclosures.
- SANS 1652:2013 Battery chargers – Industrial type.
- The latest issue of SABS 0142: “Code of Practice for the Wiring of Premises”.
- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.
- The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended.
- The Electricity Act 1984 (Act 41 of 1984) as amended.

[B] SANS compliance certificates shall be provided following the successful Site Acceptance Tests and commissioning.

Electrical Work

The following electrical work shall be completed:

- [A] The Contractor shall be responsible for disconnecting the current generator from the DBs and shall be responsible for supplying, installing and connecting power cables from the new generator to the DBs for three phase power and balancing the electrical load on all phases.
- [B] Details on the circuit breakers required in the DBs that will be compatible with the installation of the new generator shall be provided.
- [C] The Contractor shall replace the circuit breakers in the DBs which are not compatible with the new generator.
- [D] The Contractor shall be responsible for the supply of an Electrical Compliance Certificate (ECC) as issued by a certified electrical contractor for all DBs worked on and all electrical work completed.
- [E] The Contractor shall be responsible for verifying that the connection of the Generator to the DBs earth is adequately sufficient and in a good condition.
- [F] The Contractor shall ensure that all equipment installed is properly earthed.
- [G] A wiring diagram depicting the proposed layout of the power cables shall be provided as part of the as-builts.
- [H] Each system shall be supplied with an isolator switch installed between the equipment and the mains power supply.

Warning Notices

- [A] The Occupational Health and Safety Act 83 of 1993 shall be consulted and approval of the wording from this department obtained, prior to ordering the following notices and indicate letter colouring for all notices. These notices must be placed in the relevant places concerned with the Generator:
 - Unauthorised entry prohibited.
 - Unauthorised handling of equipment is prohibited.

- Procedure in case of electric shock.
 - Procedure in case of fire.
- [B] These notices shall be made of a non-corrodible and non-deteriorating material.
- [C] All safety signages shall be engraved.
- [D] The Generator area shall include an additional notice to include the following words:
DANGER: This engine will start without notice. Turn selector switch on control board to “OFF” before working on the plant.
- [E] The Contractor shall also install other relevant signage associated with the installation of the system.

Manufacturing

- [A] The supplier’s product manufacturing processes considering environmental aspects shall be provided.

Commissioning

- [A] The Contractor shall perform a quality test before commissioning of the systems and shall submit a report as a part of the documentation.
- [B] The Contractor shall perform an overall assessment of the site loading to confirm the generator operation after contract award and before delivery and installation of the system.
- [C] A certificate of compliance to the scope of work shall be provided at the Site Acceptance Test on the completion of all work.

Design and Specification

- [A] A control panel for the control and monitoring of the engine and generator shall be provided.
- [B] A generator mounted control panel for complete control and monitoring of the engine and generator set functions, shall include the following:
- Adjustable cool down timer.

- Adjustable cycle cranking.
- Automatic start/stop operation.
- Digital AC metering with phase selector switch.
- Digital engine monitoring.
- Emergency stop push-button.
- Fault logging.
- Self-diagnostics capabilities.
- Shutdown sensors and alarms with horn and reset.

Generator Alarm

[A] The generator sets shall be connected to a siren that will sound once a fault has been detected.

Interlocked Contactors

[A] To prevent the alternator being electrically connected to the mains supply when the mains supply is on and vice versa, a safe and fail proof system of suitably interlocked contactors shall be supplied and fitted onto the control panel.

Load Acceptance

[A] The generator set shall accept 75% of the electrical load at the site, 10 seconds after the starter motor is energised and the remaining 25%, 5 seconds thereafter, therefore 100% load acceptance shall not exceed 15 seconds.

Fuel Drip Tray

[A] A drip tray shall be mounted below the fuel tank and shall be large enough to collect any fuel that drips from the tank accessories.

[B] The drip tray shall be manufactured from mild steel.

Exhaust Silencer

[A] A critical type silencer, companion flanges, and flexible stainless-steel exhaust fitting properly sized shall be furnished and installed according to the manufacturer's recommendation.

- [B] Mounting the silencer shall be done by the contractor, so that its weight is not supported by the engine and exhaust system growth due to thermal expansion will not be imposed on the engine.
- [C] Exhaust pipe size shall be sufficient to ensure that exhaust backpressure does not exceed the maximum limitations specified by the engine manufacturer.
- [D] Information which indicate that the exhaust fumes that leaves the exhaust pipe are within environmental regulations shall be provided.
- [E] The exhaust pipe diameter shall be 50cm, to allow exhaust fumes to leave the generator and flow to the outside of the building. Figure 2 shows the current exhaust pipe of the generator that needs to be replaced.



Figure 2: Exhaust pipe system

Derating conditions

- [A] The complete generator set shall be de-rated according to the site conditions with all components tropicalised.

Start Delay

- [A] Starting shall be automatic in the event of a mains failure.

- [B] A 0-15 second adjustable start delay timer shall be provided to prevent start-up on power trips or very short interruptions.

Stop Delay

- [A] A stop delay timer shall be provided for the set, to keep the set on load for an adjustable period of five to ten minutes after the return of the mains supply, before changing back to the supply.

Generator Fuel consumption

- [A] The fuel consumption of the complete generating set in litres per hour (l/h) at Full load, $\frac{3}{4}$ load and $\frac{1}{2}$ load shall be indicated.

Note: A tolerance of 5% shall be allowed above the stated value of fuel consumption.

Diesel generator system operation

- [A] The no load to full load voltage regulation shall be within 1% of rated value.
- [B] The no load to full load frequency variation must be within 0.25% of rated value.
- [C] The Total Harmonics Distortion (THD) at full load shall not exceed 5% of rated voltage and no single harmonic shall exceed 3% of rated voltage.

Diesel generator system protection

The following information regarding the diesel generator system protection shall be provided by the bidder:

- [A] Diesel generator system earthing shall be provided to meet system protection and safety requirements.
- [B] Provision shall be made for the earthing of the plant to the earth mat.
- [C] The diesel generator system frame shall be flexibly earthed to the earth continuity conductor.
- [D] A non-copper cable shall be used for earthing any exposed equipment.

The diesel generator system shall be equipped with:

- [E] Protective relays for protection against faults occurring both inside and outside the diesel generator system.
- [F] An over-current relay to monitor and protect the alternator.
- [G] The over-current relay shall activate the connected Circuit Breaker (CB) to provide protection against overload and short-circuit.
- [H] Proof of the system relay and other protective mechanisms been factory tested shall be provided, with the results of the factory tests.
- [I] Circuit diagrams and safety placards shall be clearly displayed on the diesel generator system.
- [J] The diesel generator system shall be protected against the following:
 - over speed.
 - fuel overflow.
 - direct lightning strike.

Diesel storage system

- [A] The storage tank shall be supplied with a spill control system in line with the environmental management requirements as stipulated herein.
- [B] The diesel level sensor in the storage tank shall be installed to control and maintain the predetermined limits.
- [C] The diesel tank level shall be enabled for local and remote monitoring.
- [D] The fuel system shall be equipped with a water and fuel separating device.
- [E] The fuel system shall have a water content level alarm system installed.
- [F] The fuel system shall be equipped with a fuel level monitoring system to give alarm indication at 25%, 50% and 75% loading.



- [G] The fuel system and associated pipping requirements shall not be constructed from material that may cause contamination i.e., galvanised material, zinc material, copper etc.
- [H] The diesel storage tanks shall be supplied with a dedicated earthing facility to allow for connection of the earth conductor to the frame of the set.

CHAPTER 2: SPECIFICATIONS FOR THE FIXED GENERATOR

1 Site Information

[A] The following table provides the dimensions of the VHF RX site, as applicable to the installation of the fixed generator, that must be taken into consideration for the provision and installation of the generator and its components. (I)

System dimensions	Length	2.1 m
	Breadth	1.0 m
	Height	1.5 m
Entrance door	Height	2 m
	Breadth	0.75 m
Room dimensions	Length	2.96 m
	Breadth	2.66 m
	Height	3.0 m

Table 2: Dimensions

2 Building grills

[A] The generator can be installed or brought through the entrance door by its components with dimensions as shown in table 2 above. Alternatively, the Contractor may safely remove the grill on the side of the building entrance shown in figure 3 below, during installation of the generator and shall replace the grill once the generator has been commissioned. The bidder shall describe their approach regarding these options.



Figure 3: Building grill on side entrance.

3 Automatic Transfer Switch

- [A] The Automatic Transfer switch ratings in amps and volts for its relays and its protection mechanism with adequate substantiation shall be indicated.
- [B] The Ratings in amps of the change-over equipment, mains on load isolator, the by-pass switch & circuit breaker to outgoing feed with adequate substantiation shall be indicated.
- [C] Once a fault on the mains supply had been detected, the automatic control feature shall make provision for three consecutive starting attempts on the generator set, thereafter the set shall be switched off and the start failure relay on the control panel shall provide a visible and audible indication of the fault.
- [D] The system shall be equipped with a load transfer switch to allow for manual changeover.
- [E] Three phase status monitor (open/close contact) of the infeed three-phase power supply to the receiver site shall be provided such that if power loss occurs on any one of the phases, the generator set will switch on and begin operation, this is a required feature since there is a problem of losing some phases during power failures. The bidder shall provide details regarding the offered status monitor.

4 Transition Plan

- [A] A transition plan shall be in place to support the replacement of the current generator with a minimal disruption of service.
- [B] It is proposed that the transition plan shall incorporate the connection of a mobile generator to ensure the continuation of services in the event of a mains power failure during the entire installation period.
- [C] Figure 4 below shows the plug-in port for the 3-phase mobile generator. A draft proposed transition plan shall be submitted by the bidder.



Figure 4: Entrance and mobile generator plug in port

5 Isolator switch installation

- [A] The new fixed generator installation shall include an isolator switch such that a user can simulate a power failure to test the automatic start function of the generator set. This means that by turning the isolator switch the main power supply to the VHF receiver site is cut and the generator system would immediately begin operation. The bidder shall describe their understanding of this requirement.
- [B] Figure 5 below, shows the cable supply and is labelled as “main cable”, which shall be isolated from the new generator system.



Figure 5: Generator power cables

- [C] The feed to the site is from a building located near the VHF receiver site. The contractor shall install a circuit-breaker at the DB which feeds the site of a higher rating and install a circuit-breaker with a lower rating at the VHF receiver site. This is to ensure that the installation does not easily trip. The bidder shall describe their understanding of this requirement.

6 Monitoring

- [A] The generator at the VHF RX site, shall be connected to the existing OTN node via TCP/IP connection. The OTN nodes, connected to the ATNS airport fibre optic backbone, provides various interfaces and protocols for the connection of the different systems at the different sites on the airport to the ATNS equipment room in the FAOR main operational complex.

7 Diesel generator storage system

- [A] The generator system shall be supplied with a factory fitted diesel day tank with all the required auxiliaries i.e. pipping, pumps, valves etc. to enable it to provide generator backup at full load for a minimum period of 24 hours.

CHAPTER 3: SPECIFICATIONS FOR THE MOBILE GENERATOR

1 General

- [A] The total weight and overall dimensions of the generator, enclosure and trailer with its wheels shall be provided.
- [B] The operating instructions shall be included near the operating panel.
- [C] The diesel generator system shall be factory tested to verify operation at rated power.
- [D] All wiring shall be routed and housed to be clear of any heat sources.
- [E] The mobile diesel generator system shall be mounted on a heavy-duty base that provides vibration isolation.
- [F] The mobile diesel generator system shall be supplied complete with all the required auxiliaries to enable for connection and operation.
- [G] The mobile diesel generator system shall be supplied with a self-contained fuel system.
- [H] The mobile generator shall be supplied with a wheel locking/clamping equipment to deter equipment theft.

Mobile Diesel generator system enclosure

- [A] The mobile diesel generator system enclosure shall:
 - Allow for access doors from both sides of the diesel generator system, and a separate door for the control panel.
 - Allow for a vertical exhaust discharge.
 - Allow for adequate amount of ventilation, for diesel generator system temperature regulation.
 - Be fitted with removeable dust filters.
 - Be rated at IP 54
 - Be lockable and weather-proof.

- Be compliant with the relevant SANS standards for having a generator fitted on it.
- Be weather-proofed and have a sound-attenuated canopy.
- Be painted white.
- Be a factory tested industrial steel type enclosure.
- Have sufficient lightning and surge protection.
- Include ATNS signage and contact numbers.

[B] The enclosure construction shall be in accordance to the SANS 60529: 2013 degrees of protection provided by enclosures.

[C] The outlet for the generator shall be mounted on the enclosure. The outlet shall be an IEC 60309 (formerly IEC 309) socket. The plug for this socket shall also be provided.

Mobile generator access doors

[A] The mobile generator access doors shall:

- Be equipped with gaskets.
- Be constructed such that they allow for easy access to all the maintenance items i.e. filters, water jacket heater etc.
- Make provision for padlocking.

[B] All door handles should be recessed latching type.

[C] The doors and viewing glass shall allow for easy access during maintenance.

[D] The control panel door shall be fitted with a Plexiglass window to allow for viewing.

[E] All external signages shall be engraved and weather resistant.

[F] All access points to the diesel generator system shall be locked and supplied with three sets of keys.

[G] The interior of the enclosure shall be equipped with a fire-retardant foam insulation, extended to the intake and discharge ducts.



- [H] The enclosure and any other area that is susceptible to corrosion shall be prime coated as per manufacturer standards and recommendations.

Mobile Diesel generator system trailer-mounting

The mobile diesel generator system trailer shall:

- [A] Be licensed and supplied with a valid road worthy certificate.
- [B] Be easily towed, by a van such as a Ford Ranger.
- [C] Be compliant with the relevant SANS standards for having a generator fitted on it.
- [D] Conform to the industry safety standards.
- [E] Have a heavy-duty welded steel frame construction.
- [F] Have a spare wheel supplied that is mounted on the trailer.
- [G] Meet the Gross Vehicle Weight Rating (GVWR) requirements with the generator, its fuel tank, when it is fully fuelled and all loaded accessories.
- [H] Fitted with warning signs as per regulations.
- [I] Fitted with a compliant and serviced fire extinguisher.

GSM Commander

- [A] The mobile generator shall be integrated to a GSM Commander.
- [B] The GSM commander shall alert technical support of various alarms via SMS as and when it occurs.
- [C] The most important alarms such as oil level, fuel level and generator operational status shall be connected to the GSM commander. The bidder shall demonstrate their understanding of this requirement.
- [D] The sim card for the GSM commander shall be supplied by ATNS. (I)



Mobile Diesel generator storage system

- [A] The mobile diesel generator system shall be supplied with a factory fitted day tank with all the required auxiliaries i.e. pipping, pumps, valves etc. to enable it to supply full load for a minimum of 48 hours.
- [B] The design and construction of the fuel storage system for the mobile diesel generator system shall allow for the inclusion of interior baffles to contain fuel movement during transit.

FORMAL BRIEFING

A non-compulsory pre-quotation site meeting and/or RFQ briefing will be conducted at the ATNS - FAOR Aviation Training Academy (ATA), Gate 14, Bonaero Drive, Bonaero Park, 1619, on the 01 August 2023, at 10h30 for a period of ± 1 hours.

- The briefing session will start punctually, and information will not be repeated for the benefit of respondents arriving late.
- Respondents are encouraged to bring a copy of the RFQ to the site meeting and/or RFQ briefing.
- Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where Applicable) to the following address: Thokop@atns.co.za

SUPPLIER DUE DILIGENCE

- ATNS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include requests for additional information.



CHAPTER 4: PROJECT MANAGEMENT

1 General

- [A] The Contractor shall establish, implement and maintain extensive and comprehensive Project Management plans throughout the period of any contract arising from this bid. These plans shall be submitted to the Company for information and reporting purposes. Draft plans shall be submitted with the bid and shall be refined as necessary during the Contract development and reporting phases.
- [B] The project shall be divided into management plans and activities, which can be managed, monitored, and measured in terms of duration, cost, and resources. These activities shall be organised into logical sequences. Such logical activity sequences shall be used as the main framework for planning, budgeting, controlling and reporting to the Company throughout the period of the Contract.
- [C] The Contractor shall utilise an automated Project Management Scheduling tool to assist in the overall control of this project. The Company may require direct access to such Project Management Scheduling System for at least monitoring and audit purposes. Indication shall be made on the Project Management Scheduling tool they are using.
- [D] Project Management shall encompass the management of all the various facets of the project as defined in the Contract. These include design, development, production and supply of all equipment and its auxiliaries. Resource allocation and management of sub-contractors. On-site installation and construction. As well as all Integrated Logistic Support activities such as testing, transitioning, commissioning and transportation movements etc.

2 Project Management Plan

- [A] A detailed draft Project Management Plan (PMP) with the proposal response shall be provided. The Project Management Plan will be a formally accepted and approved document used to manage and control project executions throughout the project life-



cycle phases. The PMP shall be comprehensive and detail the activities necessary to successfully complete the project.

3 Project Status Reports

- [A] The Contractor shall provide at monthly intervals (or at other such mutually agreed intervals) Project Status Reports to the Company, which documents project implementation performance to date, and makes recommendations for future implementation and changes. The project status shall be presented relative to the project schedule critical path and cost and shall also include a Risk Report. The Risk Report shall identify risks and the mitigation measures taken to either manage or avoid the risks. The Project status report shall also include the Master Project Schedule and Schedule Analysis. The Contractor shall promptly submit to the Company any Master Project Schedule which, when updated, shows a negative float or indicates a significant change to the delivery schedule. A submission of a project report template that addresses the above requirements shall be provided.
- [B] The contractor shall provide project status reports at two-weekly intervals, this shall capture the project performance to date and make recommendations for future implementations and changes. (D)
- [C] The contractor shall provide the acceptance of the system once commissioning has been completed. (D)
- [D] The contractor shall provide as-built drawings of all systems on commissioning of the system. (D)

4 Master Project Schedule

- [A] The contractor shall develop, maintain and track progress against the Master Project Schedule, which shall be organized to depict flow of work, task interdependencies and interrelationships necessary to accomplish the program objectives from contract award



to completion. This Master Project Schedule shall be broken down to a sufficient level of detail and included in this bid. (D)

- [B] A detailed Master Project Schedule for the entire management of the project shall be developed. (D)
- [C] Project Status shall be presented relative to schedule critical path and cost and shall include a Risk Report, which will identify risks and place measures in place to manage or avoid these risks. (D)
- [D] Th project schedule includes all contractual specified milestones, identifies the critical path and is linked to the Work-Breakdown Structure. (D)

5 Project Review Meetings

- [A] The Contractor shall attend Progress Review Meetings at monthly intervals (or at other mutually agreed intervals) to present the monthly Project Status Report to the company. The regular Progress Review meetings shall be held at the airport premises or at the Company's Office, or any other mutually agreed locations. A copy of the written Project Status Report and meeting presentation material shall be submitted to the Company at least one week prior to the Progress Review Meeting.
- [B] The Contractor shall be represented by appropriate key personnel in each significant area to be considered during the meeting to enable effective discussion of agenda items and the Progress Report. The Project Manager and relevant specialists and support personnel shall represent the Company. The Project Manager shall chair the Progress Review Meetings.
- [C] The Contractor shall submit a draft Agenda for Company concurrence at least two weeks prior to a scheduled Progress Review Meeting. The Company may submit items for inclusion in the Agenda. The Contractor shall provide administrative support for the progress review and/or technical review meeting and prepare and distribute a draft record of the minutes of the meeting within one week of the meeting. The minutes are to include an Action Item List. The Company and the Contractor shall submit any updates



to the Action Item List during the meeting. The Company and the Contractor prior to the next meeting shall review the draft minutes for accuracy.

- [D] The Contractor and the Company will each meet their own related costs associated with attending Progress Review Meetings.

6 Installation Management Plan

6.1 General

- [A] The Contractor shall prepare an Installation Management Plan to clearly indicate the technical management of proposed methods, activities and work packages for installation, testing integrating and commissioning the generators, while the service provided by the existing generators continues. The Plan shall furthermore indicate how the transition from the existing installation will be achieved, leading to the commissioning and acceptance of the generators. A draft Installation Management Plan shall be submitted.
- [B] A draft safety plan for the associated scope of work shall be submitted. (D)

6.2 Work Breakdown Structure

The Work Breakdown Structure enables the Company to maintain visibility of the project elements. A draft WBS for FAOR RX site shall be submitted. The WBS shall identify all activities and work packages required from contract award to successful completion and commissioning of the generators. The WBS shall be included in the draft Construction and Installation Management Plan to be submitted as part of the proposal response.

6.3 Statement of Work (SOW)

- [A] A SOW shall be provided, for each of the identified activities and/or work package which includes a detailed description of the methodology and resources required to implement and complete the work package. The Statement of Work will also be used as an input into the development of the Site Safety File. The SOW shall be included in the draft Installation Management Plan to be submitted as part of the proposal response.



6.4 Resource Allocation Plan

[A] A Resource Allocation Plan, which identifies the resources, including sub-contract resources, to be applied to each element, activity and/or work package of the project shall be submitted. The Plan shall clearly identify all project related organisational breakdowns, responsibilities and work proposed. The Resource Allocation Plan shall be included in the draft Installation Management Plan to be submitted as part of the proposal response.

6.5 Resumes of Key Personnel

[A] The Contractor shall ensure that only appropriately qualified and experienced personnel will be employed on the tasks and/or work packages identified. The Company shall retain the right to direct the Contractor to remove from the project any personnel considered by the Company to be inappropriately qualified or experienced, or unacceptable to the Company. The response shall include as part of the resource allocation the resumes of key personnel to be dedicated to the project.

6.6 Technical Reviews and Meetings

[A] The Contractor shall be required to conduct technical reviews and meetings with Company personnel either at the Company Headquarters or on-site at the airport. It is preferred that these reviews be held concurrently with Progress Review Meetings, where possible. The below requirements are representative requirements, certain alternative plans may or may not be offered. These plans must list and describe the Technical Reviews and Meetings they would propose for this project. The technical reviews and meetings should consist of at least a Site Survey and Acceptance Test Readiness Review. (I)

6.7 Installation and Construction Specification

[A] A draft installation and construction specification shall be submitted. The specification shall indicate the comprehension of the scope of work required.



7 Testing & Commissioning

7.1 Test and Evaluation Master Plan

[A] The Contractor shall prepare, implement and maintain a Test and Evaluation Master Plan (TEMP) that describes the plan for all Tests and Evaluations to be undertaken in demonstrating compliance with the technical, operational, contractual and performance requirements of the project. This Plan shall include an Acceptance Matrix, which identifies all deliverables, and methods of testing proposed, to demonstrate compliance. A draft Test and Evaluation Master Plan shall be submitted with the bid.

7.2 Acceptance and Commissioning Tests

[A] Specific testing and evaluation procedures for the Acceptance Tests (e.g. Physical Inspections, Final Site Acceptance Tests etc.) shall be defined and detailed in the Test and Evaluation plan for each project deliverable. Indication shall be made of the type of test equipment required for each test described and shall be clearly documented.

8 Risk Management Plan

8.1 Risk Policy and Procedures

[A] The proposal response has an outline of their risk policy and methodology for risk identification, assessment and abatement for all equipment and services to be supplied shall be submitted under this project.

8.2 Risk Abatement

[A] The Contractor shall provide, during the execution of the contract, information which identifies risk, the estimated level of risk, the consequences of failure, and risk reduction strategies associated with:

- Construction and Installation objectives;
- Equipment and cables; and
- Construction and Installation schedules.



8.3 Risk Report

[A] The Contractor shall provide a Risk Report at each Progress Review Meeting to indicate the status and action associated with identified risk items. The format of the Risk Report shall be mutually agreed.

8.4 Delivery of Project Risk Management Plan

[A] A detailed Project Risk Management Plan after contract award and completion of the site survey, before implementation shall be submitted.

9 Quality assurance

9.1 QA Policy and Procedures

[A] The Contractor shall include in their details, the company quality assurance policy and procedures and relevant accreditations held by the company.

9.2 Responsibility for Quality

[A] The Contractor shall be responsible for ensuring that the quality of equipment and installation materials are supplied in accordance with the terms of the Contract, and any construction and installation activity performed, fully conforms to the prescribed requirements. The Company will undertake a monitoring and audit role in relation to the Quality Plan and program to determine whether equipment, construction and installation deliverables meet the contractual requirements.

9.3 Audit Reports

[A] The Contractor shall prepare monthly Audit Reports in respect of the project as part of his internal QA procedures and provide details of any corrective actions taken. Audit Reports shall be submitted for evaluation by the Company during Project Progress Review Meetings.



9.4 Company Quality Inspections

[A] The Company reserves the right to perform inspections, conduct tests or perform audits at the Contractor's or sub-contractors' premises at any time when such actions are deemed necessary to ensure supplies and services conform to the specified requirements.

9.5 Delivery of Project QA Plan

[A] A detailed Project Quality Assurance Plan after contract award and completion of the site survey shall be submitted.

10 Occupational Health and Safety Plan

10.1 Safety File

[A] A Safety File shall be submitted as per the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981 requirements for approval by ATNS before any construction work may commence at the site. The draft Safety File to be submitted shall address the minimum requirements of the Occupational Health and Safety Act No. 85 of 1993 as listed below. After contract award, the detailed Safety File shall be further developed by the successful Contractor.

Table: Minimum Requirements for Draft Safety File

No	Item	Included in Draft SHE File	Comments
1.	Health and Safety Policy (signed)	Yes	
2.	Department of Labour - Valid Letter of Good Standing. (COID)	Yes	
3.	Public Liability Insurance Certificates (Valid)	Yes	
4.	Scope of Work including the Company Organogram, resource allocation and individual OHS responsibilities	Yes	Based on proposal offered
5.	Method Statements	Yes	Based on proposal offered
6.	Notification of Construction Work (Where Applicable)	Yes	Completed form and signed for transmission to DoL after contract award and completion of SHE File

No	Item	Included in Draft SHE File	Comments
7.	<p>OHS 37(2) Mandatory Form</p> <ul style="list-style-type: none"> Agreement between ATNS and Contractor 	Yes	Completed form where possible. Agreements will be included after contract award and completion of SHE File
8.	Mandatory Agreements – Between Principal Contractor and Sub-Contractors	Yes	Signed agreement, if any
4..	<p>Legal Letters of Appointments</p> <p>16.1 – CEO</p> <p>CR 8.5 – Construction Health and Safety Officer</p> <p>CR 8.1 - Construction Manager</p> <p>CR 8.7 - Construction Supervisor</p> <p>CR 9(1) - Risk Assessor</p> <p>GAR 9(2) - Incident Investigator</p> <p>CR 13.1(a) - Excavations Supervisor</p> <p>CR 23 - Construction Vehicle/Mobile Plant Supervisor</p> <p>All other Legal Appointees as applicable</p>	Yes	All appointment letters must be duly signed.

No	Item	Included in Draft SHE File	Comments
5	Competency Certificates for all Legal Appointees.	Yes	Valid certificates for all Appointees included
6	ATNS OHS Specifications	No	ATNS Specifications to be provided after contract award for completion of SHE File
7	Health and Safety Plan	Yes	In draft format and must be based on work to be undertaken and in relation to the proposal offered
8	Risk Assessment	No	To be developed in conjunction with ATNS after contract award and during completion of the SHE File
9	Baseline Risk Assessment + Risk Matrix	No	To be developed in conjunction with ATNS after contract award and during completion of the SHE File
10	Medical proof of all Contractor employee's physical and psychological fitness to work ON SITE at the individual airports listed	No	Valid medical certificates will be submitted after contract award for inclusion in the SHE File
11	Airside Safety Plan	No	To be developed in conjunction with ATNS after contract award and during completion of the SHE File
12	Check Sheets and Registers	Yes	

No	Item	Included in Draft SHE File	Comments
	Personal Protection Equipment Powered Mobile Plant Public Safety Site Establishment Trenching and excavation Backfilling and compaction Firefighting Inspection First Aid Box and Equipment Hand Tools Hygiene Facilities Daily Plant Environmental		
13	Incident Investigation and Reporting Procedures	Yes	Comprehensive Procedures and all forms for reporting
14	Toolbox talks	Yes	List of subject matters applicable and record keeping thereof
15	Emergency Plan	No	To be developed after contract award for inclusion in the SHE File
16	Waste Management Plan	Yes	Detailed Waste Management Plan

11 Site Survey

11.1 Requirements

[A] A comprehensive site survey of the civil works, for the FAOR receiver site generator shall be provided. The site surveys shall be completed at the beginning of the project activities and at least before any equipment is ordered. The site survey shall include but not be limited to: (I)

- Detail investigation of the status of the current generator’s electrical connections including remote monitoring interfaces
- Identification of the cable routing
- Actual measurements of route lengths
- Detail inspection of the available space on existing cable trays
- Photographs of all aspects identified

[B] A draft detailed site survey and use of the information gathered to update planning, design, installation and implementation specifications shall be submitted.

12 Environmental Management Programme

[A] The Contractor shall develop an Environmental Management Programme (EMPr) based on identified activities which may have potential or actual environmental impacts before the commencement of work in accordance to the National Environmental Management Act (No. 107 of 1998) and associated environmental legislation as well as ATNS’ environmental specifications. The bidder to submit a draft environmental management programme with their submission. (D).

[B] A Draft Environmental Management Programme (EMPr) shall be provided, specific to the project scope. The environmental management programme shall address, without limitations, the following: (D)

- Energy efficiency pertaining to all aspects of the project;



- The use of Environmentally sustainable materials and products;
- Biodiversity management i.e. soil erosion, clearance of vegetation, rehabilitation of the site, all flora and fauna protection;
- Waste and water management;
- Air quality management i.e. dust suppression; and
- Visual and aural impacts.

[C] A suitably qualified environmental officer or service provider shall render the services required as per EMPr activities associated with this project. (D)



CHAPTER 5: LOGISTICS & MAINTENANCE

1 Warranty

- [A] The fixed and mobile generators shall have a minimum 1-year warranty.
- [B] The warranty shall cover all system malfunctions such that it shall maintain the system to its initial commissioning status.

2 Operational Training

- [A] Operational training shall be provided to three technical staff, on the use of these systems at commissioning, to monitor system status and contact the contractor when major faults occur.
- [B] The operational manual shall be delivered with both systems.

3 Maintenance Contract

- [A] A detailed maintenance contract shall be provided, clearly indicating all required maintenance activities such as preventative and corrective maintenance per annum as well as, all labour and spare parts costs for a period of 5 years. Which includes a one-year warranty and four-year support and maintenance.
- [B] Both the fixed and mobile generators shall have a one-year warranty in place.
- [C] Routine maintenance for the generators during the one-year warranty period shall be described.
- [D] However, only the mobile generator shall have a four-year maintenance contract in place after the one-year warranty period.



- [E] The maintenance contract shall be for a period of four years and commences after the one-year warranty for the mobile generator. The bidder shall include as part of the bid the technical and pricing schedule for the 4-years support and maintenance for the mobile generator.
- [F] The contractor shall therefore be responsible to keep the system fully operational for a total duration of 5 years. The bidder shall include as part of the bid the technical and pricing schedule for the 4-years support and maintenance for mobile generator.

4 Service-Level Agreement

- [A] Should the system or any of its components malfunction, the contractor shall return the system to full operation within 12 hours. This also applies to the warranty and maintenance contract.

ANNEXURE B: PRICING SCHEDULES.

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

Items	Quantity	Unit Price	Total Price
Decommissioning and removal of the existing fixed generator	Job		
Fixed Diesel Generator	1		
High Voltage Cabling			
Civil works regarding the installation of the new generator and removal of the current generator set.	Job		
Piping works	Job		
Electrical Work	Job		
Interconnection to Remote Control and Monitoring Management Software (RCMMS)	1		
Installation, testing, and commissioning for new fixed diesel generator	Job		
Mobile Diesel Generator	1		
GSM commander	1		
Trailer	1		
CoC for Electrical Works	1		
Safety File	1		
Sub-Total			
VAT @15%			
VAT Incl.			



Notes:

- 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.

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:

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
Provide three (3) proof of Previous diesel generator installation, commissioning, and maintenance contactable references. References must be in a form of a signed reference letters on a client's business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 3 years by closing date of this RFQ.	Yes
Service provider shall have a key resource with valid wireman's licence or equivalent. Provide a valid proof of licence	Yes
The supplier shall provide a product catalogue or datasheet with detailed specifications of proposed UPS and battery that meet all the specifications	Yes
Supplier must be registered with the Construction Industry Development Board (CIDB) with a rating of 2 EB / 2 EP or higher, supported by a valid certificate or document confirming such registration and grading.	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

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:	ATNS/TPQ/RFQ013/2023/24_ GENERATOR	CLOSING DATE:	08 August 2023	CLOSING TIME:	15h00
DESCRIPTION	APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO REMOVE AN EXISTING FIXED DIESEL GENERATOR AND SUPPLY, INSTALL, TEST, AND COMMISSION A NEW FIXED DIESEL GENERATOR AND MOBILE GENERATOR AT THE ATNS - OR TAMBO INTERNATIONAL AIRPORT VHF RECEIVER (RX) SITE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RFQ can be sent by email to: RFQs@atns.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Thoko Phukubye		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1000		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	Thokop@atns.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[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)]
--	--	---	--

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:

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 - 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
 - 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM 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
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:

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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:

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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)	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

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- 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.



.....
SIGNATURE(S) OF TENDERER(S)

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.

1. POPIA CONSENT

- 1.1 The Service Provider, by submitting its proposal/ quotation, consents to the use of his/her personal information contained therein and confirms that:
- 1.1.1 The information is voluntarily supplied, without undue influence from any party; and
 - 1.1.2 The information is necessary for the purposes of the engagement with ATNS.
- 1.2 The tenderer acknowledges that he /she is aware of his/her right to:
- 1.2.1 Access the information at any reasonable time for the purposes of rectification thereof.
 - 1.2.2 Object to the processing of the information.
 - 1.2.3 Lodge a complaint with the Information Regulator.