



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

<b>RFQ REFERENCE NUMBER:</b>	<b>ATNS/IT/RFQ28/2022/23_EWASTE</b>
<b>ISSUE DATE:</b>	<b>23 August 2023</b>
<b>CLOSING DATE:</b>	<b>30 August 2023</b>
<b>CLOSING TIME:</b>	<b>15h00, SAST</b>
<b>COMPULSORY BRIEFING SESSION:</b>	<b>N/A</b>
<b>QUOTATION VALIDITY PERIOD:</b>	<b>60 Days</b>
<b>DESCRIPTION:</b>	<b>APPOINTMENT OF AN EXPERIENCED SERVICE PROVIDER TO PROVIDE DISPOSAL SERVICES OF IT ELECTRONIC EQUIPMENT AT ATNS - HEAD OFFICE IN BRUMA.</b>
<b>RFQ DOCUMENTS MAY BE ADDRESSED TO:</b>	<p><b>Procurement Officer: Simphiwe Qwabe</b></p> <p>Email address: <a href="mailto:RFQs@atns.co.za">RFQs@atns.co.za</a></p> <p><b>NB: Please note our emails can only receive documents that are less 40MB, if documents are more, please send them in separate emails</b></p>
<b>REQUIRED RETURNABLE DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• Central Supplier Database (CSD) Report</li> <li>• Duly completed and signed SBD Forms (SBD1, SBD 4, SBD 6.1)</li> <li>• General conditions of contracts (GCCs) - Initialled and signed.</li> <li>• ATNS Completed pricing schedule</li> </ul>
<b>REQUIRED ADMINISTRATIVE PRE-QUALIFICATION</b>	<ul style="list-style-type: none"> <li>• Valid Tax Pin Status</li> <li>• Valid B-BBEE Certificate or Sworn</li> </ul>



<p><b>DOCUMENTS</b></p>	<p><b>Affidavit – Certified</b></p> <ul style="list-style-type: none"> <li>• <b>Banking Details with a Bank Stamp</b></li> <li>• <b>Optional - Quotation on the Company Letterhead (aligned to ATNS pricing schedule)</b></li> <li>• <b>CIPC registration Documents</b></li> </ul>
<p><b>MANDATORY DOCUMENTS:</b></p> <p><b><i>NB: FAILURE TO SUBMIT ALL OF THESE DOCUMENTS WILL RESULT ON YOUR QUOTATION BEING DISQUALIFIED.</i></b></p>	<ul style="list-style-type: none"> <li>• <b>The bidder must provide a valid Certificate of registration for hazardous waste transporter issued by the Gauteng Provincial Government.</b></li> <li>• <b>The bidder must provide a valid Waste Management License which in terms of the National Environmental Management Waste: Act No: 59 of 2008.</b></li> <li>• <b>The bidder must provide a Waste Recycling Certificate.</b></li> <li>• <b>The bidder must be ISO 14001 certified.</b></li> </ul>
<p style="text-align: center;"><b><u>PLEASE NOTE:</u></b></p> <p style="text-align: center;"><b>ATNS RESERVES THE RIGHT TO APPOINT MORE THAN ONE SERVICE PROVIDERS</b></p>	
<p><b>PROCUREMENT GRADUATE:</b></p>	<p><b>Simphiwe Qwabe</b></p>
<p><b>TELEPHONE:</b></p>	<p><b>011 607 1475</b></p>
<p><b>E-MAIL:</b></p>	<p><b>SimphiweQ@atns.co.za</b></p>
<p><b>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.</b></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.



**BIDDING STRUCTURE**

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



## ANNEXURE A: SCOPE OF WORK

### 1. PURPOSE OF THE REQUEST FOR QUOTATIONS

- 1.1 Air Traffic and Navigation Services SOC (herein this document referred to as “ATNS”) seeks to identify and appoint suitable e-waste service provider to provide disposal of IT electronic equipment on a once-off basis.
- 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

#### 2.1 THE SCOPE OF WORK

The Service Provider will be responsible for:

- The appointed e-waste service provider must provide certainty that all computers will be disposed of in a safe manner and that equipment will be destroyed to ensure no retrieving of data is possible.
- The appointed e-waste service provider will be expected to sign a confidentiality clause indicating that no intellectual property found or discovered on the e-waste assets may be used for any purpose, distributed for any purpose, or communicated to any persons/organizations whatsoever.
- The ATNS shall retain ownership to and remain vested with all rights, title, and interest in and to any Intellectual Property, including without limitation to know-hows, trade secrets and/or materials which have been created or developed by the ATNS SOC Ltd.
- The appointed service provider will indemnify and hold the ATNS harmless against all claims of any nature whatsoever, arising out of the willful or negligent acts or omissions of the service provider, or any person acting for and on behalf of the service provider and the service provider must carry sufficient insurance to cover any such claims.



- The e-waste service provider must undertake to provide the ATNS with the services of e-waste disposal in terms of the legislative e-waste disposal requirements and methods.
- The e-waste service provider will need to collect e-waste from Bruma (Johannesburg - Eastgate).
- The e-waste service provider will provide their own manpower to load and off load any e-waste collected from the ATNS.
- The e-waste service provider should own or have access to suitable vehicles to collect bulk e-waste assets in Bruma (Johannesburg -Eastgate).
- All e-waste assets collected by the service provider will be assessed in terms of its refurbishment possibility or destruction.
- If the asset cannot be refurbished, it shall be destroyed, and all resultant products separated and disposed of in terms of the e-waste legislation. Any revenue collection will belong to the service provider.
- If an asset can be refurbished, all intellectual property will be removed and destroyed, all computer programs that require licensing on the equipment must be removed.
- The service provider must comply with any Occupational Health and Safety Acts, Environmental Waste Management Acts, Hazardous Substances Acts and any other relevant legislative requirements.
- The service provider will be responsible for ensuring that the processes undertaken by the service provider are free of fraud and corruption. This will include the reporting of individuals, whether they are ATNS staff or members of the public who approach the service provider with any offer that is considered fraud or corruption.
- Any e-waste assets collected will be stored at the service provider's premises and at their own cost.
- The e-waste service provider must supply ATNS with a cost to dispose of the assets; or provide an offer to purchase and collect the assets from the ATNS.
- The e-waste service provider must provide a Disposal Certificate to ATNS detailing all the e-Waste items disposed of.



## ANNEXURE B: PRICING SCHEDULE

Item	Description	QTY	Price
1.	Collection of all the e-Waste items	1	
2.	Disposal or recycling of all e-Waste	1	
3.	Data destruction for all HDDs and SSDs	1	
4.	Disposal Certification costs	1	
5.	Other costs	1	
<b>Sub-Total</b>			
<b>VAT</b>			
<b>Total including VAT</b>			



**ANNEXURE C: LIST OF DEVICES TO BE DISPOSED.**

ASSET DESCRIPTION	MAKE AND MODEL	QTY	SERIAL NUMBER
Notebook	ZBook	1	N/A
Notebook	HP ProBook 640 G2	1	5CG62828MV
Notebook	Lenovo ThinkPad	1	R9P3C521205
Notebook	Lenovo ThinkPad	1	R9P3C4R12105
Notebook	HP ProBook 640 G2	1	5CG6282GSZ
Notebook	HP ProBook 640 G2	1	5CG7514CLY
Notebook	HP ProBook 640 G2	1	5CG628288X
Notebook	HP ProBook 640 G2	1	5CG62828NC
Notebook	HP ProBook 640 G2	1	N/A
Notebook	HP ProBook 640 G3	1	5CG7521SC8
Notebook	HP ProBook 640 G3	1	5CG757514CSC
Notebook	HP ProBook 640 G2	1	5CG62828SL
Notebook	HP ProBook 640 G3	1	5CG7514CKQ
Notebook	HP Prebook 640 G3	1	5CG7514D0Y
Notebook	HP ProBook 640 G2	1	N/A
Notebook	HP ProBook 640 G2	1	N/A
Notebook	HP EliteBook 820	1	N/A
Notebook	HP EliteBook 820	1	N/A
Notebook	Dell Laptop	1	9JDV1Q1
Notebook	HP ProBook 640 G2	1	N/A
Notebook	HP ProBook 640 G2	1	5CG62828HY
Notebook	HP ProBook 640 G2	1	5CG62828N4
Notebook	HP ProBook 640 G2	1	5CG6262828VD
Notebook	HP ProBook 640 G2	1	5CG7514DLS
Notebook	HP ProBook 640 G2	1	5CG62828S3
Notebook	HP ProBook 640 G2	1	5CG62828PW
Notebook	HP Z book17	1	CND6012SHH
Notebook	HP ProBook 640G1	1	5CG60131TC
Notebook	HP ProBook 640 G1	1	N/A
Notebook	HP ProBook 650 G1	1	N/A
Notebook	HP Compaq 800	1	CZC484RBD
Desktop	Lenovo Think Center	1	S4YMNK6
Desktop	HP All in One G3	1	CZC8018F32
Desktop	HP All in One G2	1	CZC6199V1F



Desktop	HP Desktop	1	CZC8321SZ8
Desktop	Lenovo Thinkcentre72	1	PB7NN3W
Desktop	Lenovo Think Center M71z	1	R8GF1WB
Desktop	Lenovo Think Center M72z	1	S4YMPT9
Desktop	Lenovo Think Center M72z	1	R8TKT6R
Desktop	Lenovo Think Center M72z	1	S1MYA48
Desktop	Lenovo Think Center M72z	1	S1HO2NJC
Desktop	HP desktop	1	CZC8321SZB
Desktop	Lenovo Think Center Edge62	1	S1MXK79
Desktop	Lenovo Think Center Edge62	1	S1MXZ93
Desktop	HP Desktop	1	CZC0487H03
Desktop	HP Desktop	1	CZC1095NY6
Desktop	HP Desktop	1	CZC8321SZB
Desktop	Dell Desktop	1	B2D1Z72
Desktop	HP Desktop	1	CZC1095NY5
Desktop	HP Allin One	1	CZC6078SB7
Desktop	Lenovo Think Center	1	S4YMNA3
Monitor	HP Monitor	1	CND70224QY
Monitor	HP LT908W Monitor	1	3CQ8310RST
Monitor	HP Monitor	1	CZK8150OC7
Monitor	HP Monitor	1	CZC23245D2
Monitor	HP Monitor	1	3CQ0045DYC
Monitor	Dell monitor	1	CN0FMHDP7287261DAT31A00
Monitor	HP Monitor	1	CND7433X71
Monitor	HP 1702 Monitor	1	CNN44835MB
Monitor	HP LA 2405wg Monitor	1	CN41030QOM
Monitor	Lenovo Monitor	1	V8XC538
Monitor	HP Monitor	1	PLG7220021
Monitor	Sonic Monitor	1	AOF023310036
Monitor	Lenovo Monitor	1	S1MYA48
Monitor	Lenovo Monitor	1	S1MXY96
Monitor	HP L1906 Monitor	1	S1MXZ79
Monitor	HP Monitor	1	CND7433WHZ
Monitor	Lenovo Monitor	1	CN40280M3H
Monitor	HP Monitor	1	S1MYC45
Monitor	Lenovo monitor	1	S1HO2NJC
Monitor	Lenovo Monitor	1	S1MYC88



Monitor	HP L1908w Monitor	1	S1MXZ74
Monitor	LG Monitor	1	408NDBPB3629
Monitor	Lenovo monitor	1	S1MXZ93
Monitor	HP Monitor	1	N/A
Monitor	Lenovo Monitor	1	S1MXZ50
Firewall	Checkpoint firewall	1	15083509936
Firewall	Checkpoint firewall	1	1536B03042
Firewall	Checkpoint firewall	1	1536B033255
Firewall	Checkpoint firewall	1	14073069080
Riverbed	Riverbed Server	1	N/A
Network Switch	Xtreme switch	1	0447G01197
Network Switch	Cisco switch	1	FCZ1707C5Z4
Server	HP Server	1	GP89458HYJ
Server	HP Server	1	5C13881SHCN
Server	Hewlett Server	1	5G58FLZS9V
Server	HP Server	1	CZC649656L
Server	HP Storage backup system	1	CZJ649018V
Riverbed	Riverbed Server	1	N/A
Riverbed	Riverbed Server	1	N/A
Server	HP Server	1	7J34LGP37005
Network Switch	Extreme Switch	1	0050M02115
Network Router	Telkom router	1	FCZ16027055
Network Switch	Cisco switch	1	JHY0849K224
Network Switch	Cisco switch	1	FCZ090511KN
Network Switch	Cisco switch	1	JHY0849K21U
Server	HP C3000 Blade Enclosure with Complete Blade servers	2	CN80080433
Server	HP ProLiant DL385 G6 Server	1	GB89362M2D
Server	HP ProLiant DL385 G6 Server	1	GB89362M38
Server	HP ProLiant DL385 G6 Server	1	GB89362M1W
Server	HP ProLiant DL360 Server	1	CZJ63102J9
Server	HP ProLiant DL360 G8 Server	1	CZJ44304KW
Server	HP ProLiant DL360 G8 Server	1	CZJ50304P4
Printer	HP Printer	1	CNB8D3NSGG
Printer	Nashua Printer	1	M0178806400
Printer	HP Printer	1	JPUNB42926
Printer	HP Printer	1	CNBW8771TC
Printer	HP Printer	1	CNFTB56H4D



Printer	HP Printer	1	JPUNB31126
Printer	HP Printer	1	CNBXC20266
Printer	HP LaserJet Printer	1	N/A
Enclosure	2.5 SATA HDD Portable Enclosure	21	N/A
Hard drive kit	Hard drive hardware kit	3	N/A
DSTV Decoder	DSTV decoder	1	U51007653X8
DSTV Decoder	DSTV decoder	1	5010071116X1
DSTV Decoder	DSTV decoder	1	U501007840X9
Wireless Presentation device	Click share wireless presentation	1	9716622352
Printer toner	11 Printer toners	11	N/A
Display device	Display system	1	12000S0810
Whiteboard device	6 Interactive white board system	6	N/A
Stand	Video conference Stand	1	N/A
Stand	Video conference Stand	1	N/A
TV	Panasonic wide plasma display TV	1	YQ7160062
Server Cabinet	EMC Server Cabinet	2	N/A
Switch	3Com	1	YFBF7TJ4546C0
Cisco Router	Cisco	1	N/A



**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.

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**THE EVALUATION OF THE RFQ:**

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

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

**STAGE 1: ADMINISTRATIVE 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***

<b>Mandatory Criteria</b>	<b>Proof Required</b>
The bidder must provide a valid Waste Management License which in terms of the National Environmental Management Waste: Act No: 59 of 2008.	Yes
The bidder must provide a Waste Recycling Certificate.  Provide a valid proof of certification.	Yes
The bidder must be ISO 14001 certified.  Provide a valid proof of certification.	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.

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

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

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

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



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

## CONTRACT TERMS

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

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

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

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



SBD 1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ATNS SOC LTD</b>					
BID NUMBER:	ATNS/IT/RFQ28/2022/23_EWASTE	CLOSING DATE:	30 August 2023	CLOSING TIME:	15h00
DESCRIPTION	Appointment of an experienced e-waste service provider to provide disposal of IT electronic equipment on a once-off basis				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
RFQ can be sent by email to: RFQs@atns.co.za					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Simphiwe Qwabe		CONTACT PERSON		
TELEPHONE NUMBER	011 607 1475		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:SimphiweQ@atns.co.za">SimphiweQ@atns.co.za</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					



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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**



**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 interest<sup>1</sup> 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 State institution

<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>



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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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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

- 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.