

**AIR TRAFFIC AND NAVIGATION SERVICES SOC. LTD**

**REPUBLIC OF SOUTH AFRICA**



**REQUEST FOR PROPOSALS**

**ATNS/MARKETING/RFP49/FY23.24 MARKETING AGENCY**

**THE APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE PROVISION OF A MARKETING AND COMMUNICATION AGENCY FOR ATNS FOR A PERIOD OF THREE (3) YEARS ON “AS AND WHEN” REQUIRED BASIS.**

**MARCH 2024**

**The information contained within this document is confidential to ATNS in all respects and it is hereby acknowledged that the information provided shall only be used for the preparation of a response to this document. The information furnished will not be used for any other purpose than stated and that the information will not directly or indirectly, by agent, employee, or representative, be disclosed either in whole or in part, to any other third party without the express written consent by the Company or its representative.**

**THE APPOINTMENT OF A PANEL OF THREE (3) SERVICE PROVIDERS FOR THE PROVISION OF A MARKETING AND COMMUNICATION AGENCY FOR ATNS FOR A PERIOD OF THREE (3) YEARS ON “AS AND WHEN” REQUIRED BASIS.**

<b>RFP REFERENCE NUMBER:</b>	<b>ATNS/MARKETING/RFP49/FY23.24 MARKETING AGENCY</b>
<b>PUBLICATION DATE:</b>	07 March 2024
<b>CLOSING DATE:</b>	03 April 2024
<b>CLOSING TIME:</b>	10h00, CAT (not late, electronic and or facsimile responses will be accepted)
<b>COMPULSORY BRIEFING MEETING</b>	<p><b>DATE:</b> 18 March 2024</p> <p><b>Venue:</b> Microsoft Teams</p> <p><b>Bidders interested in attending the briefing session must send an e-mail to <a href="mailto:andyn@atns.co.za">andyn@atns.co.za</a> copy <a href="mailto:tenders@atns.co.za">tenders@atns.co.za</a> by the 15 March 2024 at 16h00 and link will be provided.</b></p> <p><b>TIME:</b>10h00</p>
<b>BID VALIDITY PERIOD:</b>	120 days (Commencing from the closing date)
<b>DESCRIPTION:</b>	The appointment of a panel of three (3) service providers for the provision of a marketing and communication agency for ATNS for a period of three (3) years on “as and when” required basis.
<b>DEPOSITED IN THE BID BOX SITUATED AT:</b>	<p>ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298</p> <p>OR</p> <p>Should a bidder require to submit their documents online, they must send an email to <a href="mailto:tenders@atns.co.za">tenders@atns.co.za</a> to express their interest to do so.</p> <p>On the email Bidders must specify on the subject line – the tender number and description. <b>Deadline for requesting the link is two days (15 March 2024) before closing date, email sent after this deadline will not be attended to</b></p>

<b>PROCUREMENT SPECIALIST:</b>	Andy Ngubane
<b>E-MAIL:</b>	<a href="mailto:andyn@atns.co.za">andyn@atns.co.za</a>

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

**BIDDING STRUCTURE**

Indicate the type of Bidding/Biding 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	
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## IMPORTANT NOTICE

The information contained herein, is given without any liability whatsoever to Air Traffic & Navigation Services Company Limited (ATNS) and no representation or warranty, express or implied, is made as to the accuracy, completeness, or thoroughness of the content of this Request for Bid (RFB).

This RFB is for the confidential use of only those persons/companies who are participants of this RFB. Each recipient acknowledges that the contents of this RFP are confidential and agrees that it will not without the prior written consent of ATNS, reproduce, use, or disclose such information in whole or in part, to any other party other than as required by law or other regulatory requirements.

The Bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalization of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.

The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

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## 1. SECTION A: INTRODUCTION AND BACKGROUND

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### 1.1. Background and Introduction

The Air Traffic and Navigation Service Company Limited (ATNS) is a State-Owned Company (SOC), established in 1993 in terms of the ATNS Company Act (Act 45 of 1993) to provide air traffic management solutions and associated services on behalf of the State. These services accord with International Civil Aviation Organisation (ICAO) standards and recommended practices, and the South African Civil Aviation Regulations and Technical Standards. As an air navigation services provider (ANSP), ATNS is governed by the nation's legislative and administrative framework.

ATNS is also a commercialised ANSP operating on the “user pays” principle that relies on current revenues and debt funding for its operational and capital expenditure requirements.

Our business offerings are divided into Regulated and non-regulated activities:

#### **Regulated Business**

At present 90% of ATNS's revenue is facilitated through its regulated business:

Air navigation services and infrastructure

The principal activities of ATNS's regulated business encompass the planning, operating and maintenance of safe and efficient air traffic management services in the airspace for which the State is responsible. Airspace infrastructure consists of the following main components:

- Communications, navigation, and surveillance (CNS) infrastructure.
- Auxiliary aviation services, such as aeronautical information publications, flight procedure design and aeronautical surveys.
- Air traffic management.

ATNS's infrastructure development is informed by user expectations and regulatory requirements at a global level; as well as the needs of the air traffic management (ATM) community and new enabling technologies.

#### **Air traffic service charges**

As a monopoly service provider, ATNS is regulated economically by the Economic Regulating Committee (RC) that is a statutory body formed and appointed by the Shareholder, the Department of Transport (DoT). The RC is empowered by the ATNS Company Act (Act 45 of 1993) to issue permission to ATNS. The permission regulates the increase in specified tariffs that ATNS can issue and lays down minimum service standards requirements for the regulated business. ATNS is, through the permission, authorized to levy air traffic service charges on users (aircraft operators) for the use of air navigation

infrastructure and/or the provision of an air traffic service. The permission has a five-year life span.

### **Training institution**

ATNS runs a successful training institution as a division within the Company, namely: the Aviation Training Academy (ATA). The ATA provides a full range of air traffic services training, technical support training and related training to delegates in South Africa and the broader African continent in the disciplines of engineering, air traffic services and management. The ATA is an ISO9001:2000 accredited institution and has international cooperation agreements in place with partners, enabling the academy to maintain mutually beneficial partnerships in the presentation and accreditation of international courses in air traffic services (ATS). The ATA is a world-renowned academy, and in both 2012 and 2013 was formally recognized as the International Air Transport Association (IATA) Worldwide Top Regional Training Partner.

### **Non-Regulated Business**

ATNS's non-regulated business currently contributes 10% of the Company's revenue. The non-regulated business encompasses a long-term strategy to facilitate regional expansion through a subsidiary vehicle presently known as "ATNS International". ATNS International will enable the Company to take a more robust and agile stance in the non-regulated business market without posing undue risks to its regulated market and Shareholder. It will also enable ATNS to enter joint ventures and partnerships with external suppliers so that the Company can harness more valuable market opportunities and extend its regional influence and reach.

Additional information is available on ATNS website – [www.atns.co.za](http://www.atns.co.za)

## **1.2. Purpose of the Bid**

ATNS invite bidders for the appointment of a panel of three (3) service providers for the provision of a marketing and communication agency for ATNS for a period of three (3) years on "as and when" required basis.

## 2. SECTION B: SCOPE OF WORK

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### 2.1. Detailed Scope of Work

- 2.1.1. ATNS is seeking a suitably qualified and experienced Support the implementation of Air Traffic & Navigation Services marketing and communication strategies for the domestic and international market (Continent and selected markets). service providers to supply on rotational basis on “as and when” required basis.
- 2.1.2. For this tender, appointed bidders are to be used for the marketing agency "as and when" required basis, on the rotational basis. Where there is a need, rates will be negotiated will all shortlisted service provides.
- 2.1.3. Develop creative direction for marketing and communication channels and ensure alignment with the current / revised brand guidelines.
- 2.1.4. Support the implementation of the media strategy in support of the corporate strategy. That will be inclusive of media planning, media buying, provision of media monitoring and analysis for both domestic and selected international markets.
- 2.1.5. Support the execution of domestic and international multimedia marketing and communication campaigns that address specific need per each area of the business.
- 2.1.6. Project management, writing, editing, development, and execution of corporate reports of the business, which includes Integrated Reports, Corporate Plan, Safety Report, E-mag & newsletter, corporate booklets/handbooks etc.
- 2.1.7. Design, management and execution of marketing materials such as exhibitions, corporate branding material, online and print material.
- 2.1.8. Overall management and maintenance over online channels of ATNS such as ATNS website, Aviation Training Academy Website and AFI Regional Monitoring Agency website and submit analytical reports to manage the online reputation of the brand. Management of ATNS intranet.
- 2.1.9. Support the execution of ATNS Digital Marketing strategy that caters for all product and service offering for the business.
- 2.1.10. Support in the management and execution of corporate events for the business.
- 2.1.11. Graphic design for corporate material and platforms.
- 2.1.12. Marketing material storage facility.



## 2.2. Roles and Objectives

- 2.2.1. The role of the bidder is to promote the approved ATNS brand and corporate image; ensuring consistent marketing messages; increasing responsiveness to clients; improved interactions with customers and other stakeholders; educating and informing the clients of ATNS services and make a positive contribution to the continual improvement of ATNS' corporate image.
- 2.2.2. The service provider mandate is to support and deliver the expansion of ATNS within the continent and selected markets through marketing and communication interventions, seek growth opportunities, improve air traffic safety in Africa, protect South Africa's economic interests and trade, ensure revenue growth opportunities, and elevate our brand.
- 2.2.3. The objective of this tender is to have a multi-disciplinary professional team in-place that will work in conjunction with various departments from ATNS, to elevate customer experience, advertising, communication, and marketing while continually promoting the ATNS brand. The tender includes a variety of projects and campaigns. The Service Provider will engage directly with the Managers responsible for each respective deliverable.
- 2.2.4. Objective of this bid is to appoint a suitable panel service providers that can guarantee assurance to ATNS management in discharging its responsibilities regarding services required in accordance with all legal and statutory requirements.

## 2.3. Successful bidders will be expected to cover the following items:

- 2.3.1. **Marketing & Communications**
  - 2.3.1.1 Communications support
  - 2.3.1.2 Copy and editing support.
  - 2.3.1.3 Corporate identity management
  - 2.3.1.4 Design support
  - 2.3.1.5 Media monitoring
  - 2.3.1.6 Translation
  - 2.3.1.7 Website and social media development and management

**2.3.2. Brand and Events Management**

- 2.3.2.1 Advertising and marketing support
- 2.3.2.2 Art direction
- 2.3.2.3 Branding, signage and livery activities
- 2.3.2.4 Campaigns, Events & Exhibition management
- 2.3.2.5 Concept development
- 2.3.2.6 Creative direction
- 2.3.2.7 Market research

**2.3.3. Management**

- 2.3.3.1 Project management
- 2.3.3.2 Strategic planning

**2.3.4. PRINTING**

ATNS is required to on an annual basis publish a number of corporate documents (glossy & newsprint). The Service Provider will be required to undertake or facilitate this activity. The list of documents includes but is not limited to:

- 2.3.4.1 Annual Report (annually) x 100 copies
- 2.3.4.2 Safety Report Plan (IDP) (annually) x 100 copies
- 2.3.4.3 Corporate Plan (annually) x 100 copies
- 2.3.4.4 Pamphlets (as identified in communication plan or ad hoc)
- 2.3.4.4 Posters (as identified in communication plan or ad hoc)

**2.3.5. MARKETING AND COMMUNICATIONS**

**2.3.5.1 Marketing and Communications support**

In partnership with the ATNS, the Service Provider will be required to undertake the following activities (incorporating the elements of strategy and content provision, design and layout, translation, printing, and distribution):

- 2.3.5.1.1 Ongoing media relations (including press releases, media articles, media tours, briefings, and events) in accordance with the ATNS communication protocols –
  - Continual engagement with media
  - Organise media training for the Executive and Senior Management

- Development, continual improvement and alignment of media relations policies and procedures

2.3.5.1.2 Review and maintain an updated Customer services plan.

- Identify the means by which customers may provide comments and feedback on the system (such as website, email, telephonic, written letters and social media)
- Devise and establish a communication system to receive and process and reply to customer feedback
- Prepare a list of Frequently Asked Questions and answers thereto
- Monitor activity on social media and website for customer feedback and respond
- Continual monitoring of media channels (including newspapers, letters, and social media etc.) and responding to public comment and feedback

2.3.5.1.2 Events and functions (including but not limited to launches, official openings, milestone events and celebrations)

- Design, script and manage events as required
- Design, script and manage milestone and celebration events
- Develop press packages for events
- Identify and source gifts, prizes and giveaways

2.3.5.1.3 Market research and surveys (identify changes or additions to current services)

2.3.5.1.4 Internal phased ATNS staff awareness and internal communications campaign (initial awareness and ongoing information sharing)

2.3.5.1.5 Ensuring that the brand guidelines and corporate identity are adhered to in all communication and marketing

2.3.5.1.6 Channels of communication should include:

- Print media
- Radio
- Web portals (internet and intranet)
- Mobile channels (mobi-sites, apps, RSS feeds, SMS services, USSD services)
- Electronic signage
- Social media (such as Twitter, Live Messaging and Facebook)
- Other event opportunities identified by ATNS
- Direct communication

### **2.3.6. MARKETING AND COMMUNICATION STRATEGY & IMPLEMENTATION PLAN**

The ATNS communications strategy generally is informed by its five-year corporate strategy. Working closely with the relevant managers, the service provider will be required to draft a Marketing & Communications Strategy supported by an annual Marketing & Communications Activity Plan and Annual Operational Plans.

### **2.3.7. COPY-EDITING & PROOF-READING SUPPORT**

The aim of copy-editing and proofreading is to ensure that whatever appears in public is accurate, easy to follow, fit for purpose and free of error, omission, inconsistency and repetition.

### **2.3.8. CORPORATE IDENTITY MANAGEMENT**

Corporate visual identity plays a significant role in the way an organization presents itself to both internal and external stakeholders. ATNS strives towards establishing and maintaining a professional and business-like image.

2.3.8.1 The Service Provider will be required to review and develop a comprehensive manual that would be distributed to all departments to guide them in the application of the brand.

2.3.8.2 Corporate identity comes into being when there is a common ownership of an organisational philosophy that is manifest in a distinct corporate culture. An extensive Brand Awareness training programme which must be rolled out to all ATNS staff is also required.

2.3.8.3 The Service Provider will also be required to make recommendations and source quotes for a selection of Corporate Gifts which will reflect the ATNS brand.

### **2.3.9. DESIGN SUPPORT**

2.3.9.1 Design and produce marketing material for ATNS.

2.3.9.2 Design and produce print advertisement concepts of different sizes for ATNS, to be inserted in newspapers, magazines, social media channels and other publications etc.

## 2.3.10. MEDIA MONITORING

2.3.10.1 ATNS recognises the imperative of successfully managing its unique brand and reputation. Furthermore, access to information and data is a driving force behind developing successful business strategies, as well as being the first step towards active and ongoing engagement with media and related civil society organisations, and clients.

2.3.10.2 It is for these reasons that the ATNS requires media monitoring and analysis. The primary aims of the task are as follows:

- Understand where coverage originates
- Find out as soon as possible what is being said about the ATNS, its resources and its clients
- Detect early signs of controversy, criticism or fraud
- Track top sources of coverage
- Benchmarking of coverage by municipality in the District, the Western Cape and Nationally
- Determine the best means, modes and sites for communication, marketing and PR.
- Track client behaviour and comment.
- Prevent online comment damaging the brand
- Measure the success of the Municipality's social marketing
- Allow ATNS through External Communication to quickly react to any coverage and identify opportunities
- Monitor and track brand perception
- Develop insight on clients and clients' needs

This service will include, but is not limited to, the following:

- Monitoring and alerts

### 2.3.10.3 **Print media**

- Monitoring of all local media and the most popular publications regionally, provincially and nationally. Service Providers must indicate the intended publications.

### 2.3.10.4 **Websites**

- Monitoring of relevant websites. Service Providers must indicate the intended websites.
- Track and monitor comment on the most influential blogs

### 2.3.10.5 **Radio and television**

- Monitor all community, regional, provincial and national stations. Service Providers must indicate the intended stations to be monitored.
- Processing of news clips are to be processed immediately after airing and forwarded to the ATNS thereafter.
- Processing of programmes are to be processed and forwarded to ATNS within 48 hours, unless other arrangements have been made with the relevant official.

### 2.3.10.6 **Social media**

- Track and monitor Facebook, Twitter, G+, LinkedIn, YouTube, Instagram and Pinterest with others added as may be required by ATNS.

### 2.3.10.7 **Analysis and reporting**

- A detailed monthly report with a compilation of all the previous month's activity; an analysis of the previous month's clippings, publications, online coverage; and commentary with recommendations, qualitative information, and verbatim quotes from the various media sites.
- Quarterly reporting on media coverage and the impact of ATNS marketing and communications strategy, an analysis of advantages; an assessment of brand advocates and detractors and any recommendation related.
- An Annual strategic report covering the trends to date, major positive influences and detractors. The Service Provider must also be able to make recommendations into the annual review of the Communications Strategy, and if needed the Communications Policy

### 2.3.10.7 Important **note**

- Daily alerts of the ATNS coverage across all above-mentioned media must be provided unless otherwise stated.
- For all media forms the Service Provider must maintain an archive of data, which must be provided electronically to ATNS upon contract termination or conclusion.
- The Service Provider must be able to report all languages, but all analysis provided must be in English, and the Service Provider must have the ability to translate any media into English.

### 2.3.11. TRANSLATION

The Service Provider will be required to translate a range of municipal documents from English to French, Portuguese and Arabic (or vice versa).

### 2.3.12. WEBSITE AND SOCIAL MEDIA DEVELOPMENT AND MANAGEMENT

In partnership with ATNS, the Service Provider will be required to undertake the following activities (incorporating the elements of strategy and content provision, design and layout, translation and publishing):

- Ensuring the ATNS website, mobi-site and social media sites are live and kept current, updating content on a frequent basis
- Manage and further develop the website, mobi-site and social media sites
- Producing and distributing a monthly electronic and hardcopy newsletter

### 2.3.13. MARKETING

#### CONCEPT DEVELOPMENT

- Conceptualisation of the various projects broad communication strategies which will include creative concept development relating to:
  - a) Conceptual communication principle
  - b) Project / initiative name etc.
  - c) Key messaging hierarchy incl. tag line
  - d) Associated visual supporting graphics etc.

- Communication Strategy to highlight:
  - a) Relevant target audience
  - b) Key barriers and motivators
  - c) Communication blueprint including media recommendations
    - Design and produce a concept for online and digital advertisement and communication purposes.

#### **2.3.14. ADVERTISING AND MARKETING SUPPORT**

In partnership with ATNS, the Service Provider will be required to undertake the following activities (incorporating the elements of strategy and content provision, design and layout, translation, media buying and media placement):

- Above-the-line (marketing to mass audiences through mass media) placements in local print media, online and radio, and specialist media channels such as billboards
- Design and produce radio advertisement concepts of 10”, 15”, 30”, 45” and 60” (seconds), for ATNS
- Design concepts for the production of TV commercials that are for 10”, 15”, 30”, 45” and 60” (seconds) about ATNS; and
- Design and produce TV broadcast elements concepts for ATNS.
- The Bidder must develop and produce concepts for the municipality to maximise social media platforms.

#### **2.3.15. MARKETING SUPPORT**

The following outputs are required:

- Communications and marketing strategy and plan (internal and external) including a crisis communication plan, branding strategy, advertising campaign plan, various public awareness campaign plans, and public relations plan.
- Web presence through the existing ATNS / ATA / ARMA website
- Corporate identity manual and elements of the brand manual
- Below-the-line marketing posters, flyers and exhibition material
- Corporate marketing materials



### **2.3.16. ART DIRECTION**

Working closely with the ATNS Marketing and Communications team, the art director will give direction in terms of the visual style and images in publications and other product packaging.

The art director must ensure that the clients' desired message and image is conveyed to its customers (internal & external). They will be responsible for the overall visual aspects of an advertising or media campaign, including web publications.

The following will be required from the service provider:

- Determine how best to represent a concept visually
- Determine which photographs, art or other design elements to use
- Develop the overall look or style of a publication, advertising campaign, etc.
- Conceptualise and produce recognisable icons which can be applied along with the ATNS logo
- Client consultations to develop an artistic approach and style
- Coordinate activities with other artistic or creative departments
- Develop detailed timelines for all projects
- Review and approve designs, artwork, photography, and graphics developed
- Present designs to clients for approval

### **2.3.17. BRANDING, SIGNAGE AND LIVERY ACTIVITIES**

The Bidder must design and produce concepts and materials to advertise on outdoor media including but not limited to the following platforms:

- Bill Boards;
- LED screen in secured places e.g. Airport screens;
- Digital ad scrolls;
- ATNS stations

The above must comply with the municipality's By-law relating to the Regulation of Outdoor Advertising, Heritage and Building Aesthetics.

The Bidder must be able to conceptualise and produce brand iconology which can be applied along with the ATNS brand.

### **2.3.18. CAMPAIGNS, EVENTS & EXHIBITIONS MANAGEMENT**

In partnership with ATNS the Service Provider will be required to undertake the following activities (incorporating the elements of strategy and content provision, design and layout, translation, printing and distribution):

- Below-the-line (tailored messages to targeted audiences through non-media communication) marketing posters, pull-up banners, pamphlets and exhibition material to be used in direct marketing activations at malls and public events, to target specific audiences and for use in public participation exercises

### **2.3.19. PROJECT MANAGEMENT**

It is necessary that a project manager is identified to act as the co-ordinator as well as the team member responsible for coordinating and communicating with both the ATNS team and the project team.

The following project management activities are required:

- Developing and maintaining the project work plan
- Develop campaign status reports on weekly and monthly basis
- Monitoring the project schedule and status
- Coordinating and managing the marketing and communication process
- Preparation of monthly management reports for the various projects/managers
- Provision of status presentations and project updates
- Attending meetings and working sessions of the project team where specific ATNS projects are being undertaken
- Financial management of monthly invoices relating to deliverables
- Share and present to ATNS with the latest advertising trends on a quarterly basis
- Provide ATNS with Return On Investment analysis report on the ATNS's advertising spend at the end of each campaign

### **2.3.20. STRATEGIC PLANNING**

In partnership with the ATNS, the Service Provider will be required to undertake the following activities:

- Maintain, review and development of the marketing and communication strategy and plan, including:

- Setting of strategic objectives
- Corporate brand strategy and application
- Identification of relevant stakeholder groups and market segments
- Identification of marketing and communication mediums, tools and products
- Alignment of all activities and sub-campaigns to the corporate marketing and communication strategy and plan

## 2.4. Duration of the Contract

**2.4.1.** Service providers are herewith invited to provide marketing communication agency services for a period of three (3) years on an “as and when” required rotational basis.

## 2.5. Contract Responsibilities

The Contractor shall

**2.5.1.** Successfully deliver the services to the Employer on time, on budget, at the accepted quality.

## 2.6. General Administrative Instructions

### 2.6.1. Correspondence during Bid Period

a) All correspondence, in the “Form of Questionnaire” with the Company during the Bidding period in connection with the Bid Documents, shall be made as follows:

### 2.6.2. All correspondence to ATNS shall be in writing and addressed to:

a) Procurement Specialist: Andy Ngubane - [andyn@atns.co.za](mailto:andyn@atns.co.za)

### 2.6.3. All correspondence shall be made as follows:

- Ref No:
- Date: Day Month Year
- To: ATNS SOC Limited
- From: Name of Bidder

Subject: ATNS invite bidders for the appointment of a panel of three (3) service providers for the provision of a marketing and communication agency for ATNS for a period of three (3) years on “as and when” required basis.

All correspondence must be sent by email to [andyn@atns.co.za](mailto:andyn@atns.co.za) and CC [tenders@atns.co.za](mailto:tenders@atns.co.za).

#### 2.6.4. Failure to adhere to Instructions.

Failure to adhere to the bid submission instructions shall result in the bid being rendered nonresponsive and eliminated from further evaluation.

#### 2.6.5. Preparation of bid

The Bid shall be delivered as one complete submission, which shall comprise of:

- a) **Parcel A - Commercial Proposal; B-General Condition of Contract and C-Pricing Structure (Response to Volume 1A, 1B and 1C).**
- b) **Parcel B Functional Proposal: Response to the Scope – labelled and tabbed as per Volume 1A, 1B and 1C.**

Reference	Requirement
Volume 1 A	Commercial Proposal
Volume 1 B	General Condition of Contract
Parcel B	Response to the Technical Requirements

#### 2.6.6. Fraud And Corruption

- a) All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

#### 2.6.7. Clarifications/ Queries

Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing by completing Form of Questionnaire and email to [andyn@atns.co.za](mailto:andyn@atns.co.za) or [tenders@atns.co.za](mailto:tenders@atns.co.za) not later than 16:00 CAT on the 27 March 2024. A reply will be published on the ATNS website [www.atns.co.za](http://www.atns.co.za) under the Tenders section. The bid reference number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

#### 2.6.8. Submitting Bids

Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to

[tenders@atns.co.za/andyn@atns.co.za](mailto:tenders@atns.co.za/andyn@atns.co.za) to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description. In case submitting hard copies, Bids shall be submitted in two separate Parcels. Parcel A shall be Response to Volume 1A, 1B and 1C. Each parcel shall contain; 1 (one) original and Two (2) copies i.e., 3 (Three) Documents and soft copy (PDF format) on a movable storage medium (USB, each sealed and addressed in accordance with the following requirements:

- 2.6.8.1.** The name and address of the Bidder.
- 2.6.8.2.** The Bid Number.
- 2.6.8.3.** The closing date of the Bid is indicated on the envelope.
- 2.6.8.4.** A Cover Letter, signed by the authorized representative of each member of the Bidding Entity, Consortium or Joint Venture, which shall contain:
- 2.6.8.5.** List of Bid Proposal Documents and an Index of the contents therein.
- 2.6.8.6.** Particular points to which the Bidder wishes to draw the Company’s attention in his Commercial Proposal and Technical Proposal.
- 2.6.8.7.** The parcels shall not contain documents relating to any Bid other than that shown on the envelope.
- 2.6.8.8.** Within each parcel, each document shall be individually packaged in a sealed envelope, assigned an identification number, and clearly marked with either the designation “Original” or “Copy”, as applicable. When referencing another related document this identification number shall be indicated. Each document which is a copy shall be marked and numbered as “Copy 1/3”.
- 2.6.8.9.** All Bid Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified on this document.
- 2.6.8.10.** No Bids forwarded by telegram, telex, facsimile, e-mail, or similar medium will be considered.
- 2.6.8.11.** Bidders are now permitted to submit their documents either online or hard copies. Should a bidder require to submit their documents online, they must send an email to [tenders@atns.co.za](mailto:tenders@atns.co.za) to express their interest to do so. On the email Bidders must specify on the subject line – the tender number and description.
- 2.6.8.12.** Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.
- 2.6.8.13.** The original copy **MUST BE SIGNED IN BLACK INK** by an authorized employee, agent or representative of the Bidder and initialized on each page of the Bid Response.

**2.6.8.14.** Bid responses sent by post or courier must reach this office at least 36 hours before the closing date as specified, to be deposited into the Bid Box. Failure to comply with this requirement will result in the proposal/Bid response being treated as a “late proposal/response” and will not be entertained. Such proposal will be returned to the respective bidders.

#### **2.6.9. Submission of Bid:**

The Bid Documents shall be hand delivered to:

ATNS SOC Limited,  
Eastgate Office Park, Block C,  
South Boulevard Road,  
Bruma,  
2298  
South Africa.

**2.6.10.** No later than **10h00, CAT on 03 April 2024**, Central African Time at which time the Bid Proposals will be collected.

**2.6.11.** Bidders should allow time to access the premises due to security arrangements that need to be observed.

#### **2.6.12. Late Bids**

**2.6.12.1.** Bids received late shall not be considered. A bid will be considered late if it arrives even one second after closing time or any time thereafter. The tender (bid) box shall be locked at exactly **10:00** CAT and bids arriving late will not be considered under any circumstances.

**2.6.12.2.** Bids received late shall be returned unopened to the bidder. Bidders are therefore strongly advised to ensure that bids be delivered allowing enough time for any unforeseen events that may delay the delivery of the bid.

#### **2.6.13. Negotiation and Contracting**

**2.6.13.1.** ATNS have the right to enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract.

**2.6.13.2.** ATNS shall not be obliged to accept the lowest of any quotation, offer or proposal.

**2.6.13.3.** A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible

person of both parties. The designated responsible person of ATNS is the Chief Executive Officer (CEO) or his written authorised delegate.

**2.6.13.4.** Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

#### **2.6.14. Reasons for rejection**

**2.6.14.1.** ATNS shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.

**2.6.14.2.** ATNS may disregard the bid of any bidder if that bidder, or any of its directors:

**2.6.14.3.** Have abused the SCM system of ATNS.

**2.6.14.4.** Have committed proven fraud or any other improper conduct in relation to such system.

**2.6.14.5.** Have failed to perform on any previous contract and the proof exists.

**2.6.14.6.** Such actions shall be communicated to the National Treasury.

#### **2.6.15. Cancellation of procurement process**

**2.6.15.1.** This procurement process can be postponed or cancelled at any stage provided that such cancellation or postponement takes place prior to entering a contract with a specific service provider to which the bid relates.

#### **2.6.16. Contract Terms**

**2.6.16.1.** 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 representation made. Bidder should accept that their Bid 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 although variation is not anticipated at this time. If any variation does take place, the Bidder will be advised as soon as possible.

**2.6.16.2.** The successful Bidder will be engaged subject to acceptance of a contract containing the standard Terms and Conditions as given in Volume 1B. The contract contains standard clauses including a retention clause for non-satisfactory completion, breach of contract and confidentiality clauses and a requirement for the Bidder to have adequate professional indemnity insurance. All

Bidders 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.

**2.6.16.3.** All designs and documentation will be the property of ATNS.

### **2.6.17. Disclaimer**

**2.6.17.1.** The Bidder shall bear all costs incurred by him in connection with the preparation and submission of his Bid Response and for finalisation of the contract and the attachments thereof. ATNS will in no case be responsible for payment to the Bidder for these costs.

**2.6.17.2.** The Company reserves the right to reject any or all Bids, to undertake discussions with one or more Bidders, and to accept that Bid or modified Bid which in its sole judgment, will be most advantageous to the Company, price and other evaluation factors having been considered.

## **3. BID EVALUATION PROCESS**

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### **3.1. Bid Evaluation Process**

The evaluation process for this tender will be conducted in four (4) distinct stages as follows:

#### **3.1.1. Stage 1: Administrative Requirements**

All prospective bidders must comply with the following administrative requirement:

- (1)** Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.
- (2)** Fully completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD 3.3, SBD 4, and SBD 6.1): duly completed and signed by the duly authorised person.
- (3)** Tax clearance certificate and Pin.

If the Bidder failed to comply with any of the administrative requirements, or if ATNS is unable to verify whether the 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.



### 3.2. Stage 2: Mandatory requirements

All prospective bidders must comply with the following mandatory requirement to be considered further in the procurement process under the stage 3.

#### 3.2.1. Mandatory Requirement

No	Mandatory Criteria	Required proof
1	Marketing Association of South Africa (MASA) certification	Valid certification

- **Failure to submit the above documents will result in the bidder being disqualified.**

### 3.3. Stage 3: functional technical requirements

3.1.1 The technical evaluation scores are weighted at 100% as it was indicated in the tender instructions. The bidders that meet minimum 80% threshold will be considered for stage 4 which are presentations.

Functional criteria	Points
<p><b>Company Profile:</b></p> <p><b>Bidder’s Years of Experience (Company Profile)- The bidder must have experience or have been operating in the following areas for a period:</b></p> <p><b>1. Marketing &amp; Communications</b></p> <p>7 Years = 5 Points</p> <p>4 – 6 Years = 3 Points</p> <p><b>2. Brand Management</b></p> <p>7 Years = 5 Points</p> <p>4 – 6 Years = 3 Points</p> <p><b>3. Event management</b></p> <p>7 Years = 5 Points</p> <p>4 – 6 Years = 3 Points</p> <p>This must be evident in the bidder’s company profile. Where a consortium is a bidder, each company in the consortium must supply their company profile.</p> <p>If your bid comprises of multiple companies, use the company profile relevant to each area listed below to claim the requisite points.</p>	<p><b>15%</b></p>
<p><b>2. Project Experiences- References proof of Previous Relevant experience on</b> marketing/communication/brands/event management on a client’s business letterhead stating the scope and description of the services rendered, with contact name, Contact number and position of the referee.</p> <p>Reference letters must not be older than 3 years by closing date of this Tender.)</p> <p>1 Ref = 5 Points 2 Ref = 10 Points 3 Ref = 15 Points</p>	<p><b>15%</b></p>

<p><b>Team Qualifications &amp; Experience (CV's)</b> The bidder must provide CV's of their team indicating that they have the relevant qualifications &amp; experience required to support Air Traffic &amp; Navigation Services.</p> <p><b>3.1 Project Management (Number of Relevant Projects)</b></p> <p>1 = 1 Points  2 - 4 = 3 Points  5 = 5 Points</p> <p><b>3.2 Product and Campaign Management (Number of Campaigns).</b></p> <p>1 = 1 Points  2 - 4 = 3 Points  5 = 5 Points</p> <p><b>3.3 Creative Direction and Design Skills (Number of Projects)</b></p> <p>1 = 1 Points  2 - 4 = 3 Points  5 = 5 Points</p>	<p><b>15%</b></p>
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<p><b>3.4 Copy writing, Editing and proof reading (Years of Experience).</b></p> <p>5yrs = 1 Points 6 -8 = 3 Points 9 above = 5 Points</p> <p><b>3.5 Digital Marketing (Years of Experience)</b></p> <p>1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p><b>3.6 Event Management (Number of Engagements)</b></p> <p>1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p><b>3.7 Website and App Development &amp; Management of all online channels (Number of Websites)</b></p> <p>1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p><b>3.8 Integrated Marketing and communication (Years of Experience).</b></p> <p>1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p>	<p><b>25%</b></p>
<p><b>4. Local Capacity – unrestricted capacity to service ATNS head office in Gauteng</b></p> <p>4.1 Proof of address that the company has a branch in Gauteng by providing rates and taxes statement or lease agreement.</p>	<p><b>15%</b></p>
<p><b>5. Implementation Plan (including Organogram).</b></p> <p>5..1 Provide the Implementation plan including</p>	<p><b>15%</b></p>
<p><b>Minimum threshold</b></p>	<p><b>80%</b></p>
<p><b>Total</b></p>	<p><b>100%</b></p>

### 3.4. Stage 4: Presentation evaluations

The technical evaluation scores are weighted at 100% as it was indicated in the tender instructions. The top three bidders meeting minimum qualifying threshold of 80% for technical evaluation will be recommended to form part of the panel.

The Service Provider must be available after the tender closing date to present its brand management, marketing and communication, and events management proposal to the ATNS. It must be specifically noted that this presentation aims to provide insight into the components of the Service Provider's proposal, and ATNS will not pay a pitch fee to any bidder.

The bidder **MUST** include all components of their presentation in the submitted bid. Bidders will only be required.

Those Tenderers that pass the first stage functionality above will be invited to do a presentation. On scoring 80 points or more (out of 100) in the third stage evaluation, your bid will be regarded as responsive and will be evaluated further on price and ATNS specific goals. The top three bidders meeting minimum qualifying threshold of 80% for the presentation will be recommended to form part of the panel.

Bids will be evaluation in terms of the following criteria:

<b>SECOND STAGE EVALUATION</b>	<b>WEIGHT (POINTS)</b>
<b>1. Communications</b> a. Communication objectives b. Audience c. Channels d. Messages (Text & Graphics) e. Media distribution (Types of Media & Method of Distribution) f. Timelines g. Evaluation & Feedback	20%
<b>2. Marketing</b> a. Customers b. Competition c. Collaboration d. Material	25%
<b>3. Management</b> a. Proposed project team structure b. Roles & responsibilities c. Time-frame deliverables d. Organogram	20%
<b>4. Monitoring Tools</b> a. Variety of Tools (Social and other media) b. Types of Reports	15%
<b>5. Previous Projects/Portfolios</b> a. Creative/art direction b. Success of Projects c. Lessons learnt	20%
<b>Minimum threshold</b>	<b>80%</b>
<b>TOTAL</b>	<b>100%</b>

Scoring for each section will be based on the following:

- 1) The criteria do not meet expectation = 0
- 2) The criteria have some elements of the requirements = 0 - 50%
- 3) The criteria meet most of the expectations = 50% to 70%
- 4) The criteria meet the expectations = 80%-89%
- 5) The criteria presented exceeds expectations = 90% - 100%

### 3.5. Stage 5 :Price and Specific Goals:

Tender 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>

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

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

The specific goals allocated points in terms of this RFQ	Number of points allocated (80/20 system)
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)	5
EME or QSE at least 51% Black Owned Suppliers (Section 2(1)(d)(ii) of the PPPFA)	5

**4. SECTION D: STANDARD BIDDING DOCUMENTS**

**SBD1: INVITATION TO BID  
PART A**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIR TRAFFIC AND NAVIGATION SERVICES SOC LIMITED (ATNS)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	10:00
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED ATNS COMPANY LIMITED,EASTGATE OFFICE PARK, BLOCK C,SOUTH BOULEVARD ROAD,BRUMA,2298</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS		E-MAIL ADDRESS			
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
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E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  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).**

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**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: .....

**SBD 3.3: PRICING SCHEDULE (Professional Services)**

NAME OF BIDDER: .....	.BID NO.:
CLOSING TIME 11:00	CLOSING DATE:

OFFER TO BE VALID FOR .....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN	RSA
CURRENCY			
INCLUDED)		***(ALL APPLICABLE TAXES	

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses R.....



inclusive of all applicable taxes for the project.

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
	R.....	R.....
	R.....	R.....
	R.....	R.....
	R.....	R.....
	R.....	R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R.....	.....days
R.....	.....days
R.....	.....days
R.....	.....days

5.1. Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF THE EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
	TOTAL		.....

\*\*\*"all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

5.2. Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF THE EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
	TOTAL		

- 6. Period required for commencement with project after acceptance of bid .....
- 7. Estimated man-days for completion of project .....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index  
.....  
.....  
.....  
.....

**SBD 4: 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

2.1.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**  
If so, furnish particulars:

.....  
.....

2.2. 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?

<sup>1</sup> 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.

**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 products or services to which this bid invitation relates.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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

<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.



.....  
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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

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	51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)	5	30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)
EME or QSE at least 51% Black Owned Suppliers (Section 2(1)(d)(ii) of the PPPFA)	5	EME or QSE at least 51% Black Owned Suppliers (Section 2(1)(d)(ii) of the PPPFA)

**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:** .....

.....

.....

.....

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold	Instruction notes
Clothing	100%	Fleece Jackets (Softshell, Hudson, Crusader Bomber, Rego Equivalent)
Clothing	100%	Golf T – Shirts ladies and gents (Men’s and Ladies Galway, Osaka, Zeus, Dakota, Hydro, Milan shirts Equivalent)
100%	100%	Scarfs – (BAS-6250, BAS-1751, ELE-6000 Equivalent)
Clothing	100%	Beanie’s– (TECH-5127, CAP-901, CAP-1030, ELE-5650, CAP-1800 Equivalent)

3. Does any portion of the goods or services offer have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## GENERAL CONDITIONS OF CONTRACT

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## 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1. “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. “Day” means calendar day.
- 1.8. “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9. “Delivery ex stock” means immediate delivery directly from stock on hand.
- 1.10. “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. “Fraudulent practice” means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. “GCC” means the General Conditions of Contract.
- 1.15. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. “Manufacture” means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
- 1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21. “Purchaser” means the organization purchasing the goods.
- 1.22. “Republic” means the Republic of South Africa.
- 1.23. “SCC” means the Special Conditions of Contract.
- 1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## 4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information; inspection.**

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

**6. Patent rights**

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser, or a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the

premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## 9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

- 10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2. Documents to be submitted by the supplier are specified in SCC.

## 11. Insurance

- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## 12. Transportation

- 12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## 13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods.
  - b. furnishing of tools required for assembly and/or maintenance of the supplied goods.
  - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods.
  - d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - e. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## 14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

## 17. Prices

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## 18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## 19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.



## 20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## 23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:



- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2.
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- i) the name and address of the supplier and / or person restricted by the purchaser.
- ii) the date of commencement of the restriction
- iii) the period of restriction; and
- iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## 24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## 25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## 26. Termination for insolvency

- 26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## 27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limited liability**

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.
- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Language**

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34. Prohibition of Restrictive practices**

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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

## 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.

**POPIA CONSENT**

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

- 1.8.1. The information is voluntarily supplied, without undue influence from any party; and
- 1.8.2. The information is necessary for the purposes of the engagement with ATNS.

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

- 1.9.1. Access the information at any reasonable time for the purposes of rectification thereof.
- 1.9.2. Object to the processing of the information.
- 1.9.3. Lodge a complaint with the Information Regulator.

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