

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

**REPUBLIC OF SOUTH AFRICA**



**REQUEST FOR PROPOSALS: ATNS/RFP069/22.23/MARKETING AND  
COMMUNICATION AGENCY**

**THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF A  
MARKETING AND COMMUNICATION AGENCY FOR ATNS FOR A PERIOD OF THREE  
(3) YEARS**

**FEBRUARY 2023**

**The information contained within this document is confidential to ATNS in all respects and it is hereby acknowledged that the information as 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 SERVICE PROVIDER FOR THE PROVISION OF A MARKETING AND COMMUNICATION AGENCY FOR ATNS FOR A PERIOD OF THREE (3) YEARS**

<b>RFP REFERENCE NUMBER:</b>	<b>REQUEST FOR PROPOSALS: ATNS/RFP069/22.23/MARKETING AND COMMUNICATION AGENCY</b>
<b>CLOSING DATE:</b>	16 <sup>th</sup> March 2023
<b>CLOSING TIME:</b>	13h00, CAT (no late, electronic and or facsimile responses will be accepted)
<b>COMPULSORY BRIEFING MEETING</b>	DATE: 06 <sup>th</sup> March 2023  VENUE: ATNS, Aviation Training Academy Gate 14 Bonaero Drive, Bonaero Park, Kempton Park, 1619  TIME: 10h00-11:30h00
<b>BID VALIDITY PERIOD:</b>	120 days (Commencing from the closing date)
<b>RETURNABLE DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• <b>VALID TAX COMPLIANCE REPORT AND AND SARS PIN</b></li> <li>• <b>VALID B-BBEE CERTIFICATE (SANAS APPROVED) OR SWORN AFFIDAVIT</b></li> <li>• <b>LATEST CSD REPORT</b></li> <li>• <b>FULLY COMPLETE AND SIGNED SBD FORMS.</b></li> </ul>
<b>REQUIRED ADMINISTRATIVE PRE-QUALIFICATION DOCUMENTS</b>	<ul style="list-style-type: none"> <li>• <b>Valid Tax Pin Status</b></li> <li>• <b>Valid B-BBEE Certificate or Sworn Affidavit – Certified</b></li> <li>• <b>CIPC registration Documents</b></li> </ul> <p><b>Pricing Schedule (on a separate envelope)</b></p>
<b>DESCRIPTION:</b>	The appointment of service provider for the provision of a marketing and communication agency for ATNS FOR a period of three (3) years.
<b>DEPOSITED IN THE BID BOX SITUATED AT:</b>	ATNS Company Limited, Eastgate Office Park, Block C, South Boulevard Road, Bruma,2298  OR 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>On the email Bidders must specify on the subject line – the tender number and description.</p> <p><b>Deadline for requesting the link is two days (14 March 2023 before closing date, email sent after this deadline will not be attended to</b></p>
<b>PROCUREMENT SPECIALIST:</b>	Busisiwe Molapisi
<b>TELEPHONE:</b>	(NB due to COVID 19 Pandemic, only contact via e-mail.
<b>E-MAIL:</b>	<a href="mailto:BusisiweMo@atns.co.za">BusisiweMo@atns.co.za</a>

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

**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	

<b>HAS AN ORIGINAL VALID TAX COMPLIANCE REPORT AND PIN REPORT BEEN SUBMITTED FOR CONSORTIUM, JOINT VENTURE AND/OR SUB CONTRACTORS</b>	
<b>YES</b>	<b>NO</b>

<b>PLEASE INDICATE THE TYPE OF YOUR COMPANY E.G. PRIVATE COMPANY OR CLOSED CORPORATION OR OTHER</b>	
Indicate the Type of Company	

**SIGNATURE OF BIDDER:**

..... DATE: .....

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

**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 RFB 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 finalisation 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 GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

### 1.1 *Background and Introduction*

The Air Traffic and Navigation Services (ATNS) Company of South Africa is the major provider of air traffic management, communication, surveillance, navigation and associated services (including training) within South Africa. ATNS manages 10% of the world's airspace.

Standing strong with over 1100 employees, ATNS strives to continuously provide safe airspace, orderly, expeditious and efficient management of Air Traffic Management services. The company operates at 21 aerodromes within the country, including OR Tambo, Cape Town and King Shaka International Airports.

In the rest of the African Continent, ATNS provides amongst others the Aeronautical Satellite Communication (VSAT) networks.

This service extends from Cape to Cairo interconnecting more than 33 states in Africa and Middle East. Other services include ATS and technical training, WGS 84 surveys, airspace design, AIP documentation, billing and consultancy services.

#### **Vision**

ATNS's Vision is to be the preferred supplier of air traffic management solutions and associated services to the African continent and selected international markets.

#### **Mission**

Our Mission is to provide safe, expeditious and efficient air traffic management solutions and associated services, whilst ensuring long-term economic, social and environmental sustainability.

- Our business is driven through our embedded Values, being:
- Accountability
- Safety and customer service
- Continuous improvement and innovation
- Employee engagement and development
- Fairness and consistency
- Open and effective communication

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, authorised 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 into 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 invites Bidders to tender for the appointment of service provider for the provision of a marketing and communication agency for ATNS FOR a period of three (3) years.

## **2 ROLES AND OBJECTIVES**

- 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, such as economic development, governance, communication, planning and basic service delivery. The Service Provider will engage directly with the managers responsible for each respective deliverable.
- Air Traffic & Navigation Services requires to have a constant brand presence in the domestic and international market (continent). ATNS plans to increase its revenue, elevate its brand position within the continent, and demonstrate the utmost safety for the airspace.
- The service provider mandate is to support and deliver the expansion of ATNS into within the continent, through marketing and communication interventions to meet the demand of our clients, seek growth opportunities in the African continent, improve air traffic safety in Africa, protect South Africa's economic interests and trade, ensure revenue growth opportunities and elevate our brand's environmental improvement and sustainability.

### **2.1 DURATION OF THE CONTRACT**

- Service providers are herewith invited to submit tender application he appointment of service provider for the provision of a marketing and communication agency for ATNS FOR a period of 36 Months at the ATNS.

### **3 SCOPE OF WORK IN DETAIL**

The scope of this tender is focused on furthering the promotion of 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 hence make a positive contribution to the continual improvement of air traffic services.

#### **3.1 METHODOLOGY**

The service provider will be required to develop a complete project plan in relation to the following which will need to be conceptualised and described in the project plan as part of the proposal submitted. Each step in the methodology will need to be described and Orientation:

- Orientation.
- Communication Needs Assessment (Per directorate).
- Communication Policy, Strategy and Implementation Plan Development.
- Monitoring and Evaluation Framework

#### **3.2 SERVICES**

The services required by the bidder should include, but not be limited to, the following:

- Marketing & Communications.
- Communications support.
- Copy and editing support.
- Corporate identity management.
- Design support.
- Media monitoring.
- Translation.
- Website and social media development and management

#### **3.3 BRAND AND EVENTS MANAGEMENT**

- Advertising and marketing support.
- Art direction.
- Branding, signage and livery activities.
- Campaigns, Events & Exhibition management.
- Concept development.
- Creative direction.
- Market research

### **3.4 MANAGEMENT**

- Project management.
- Strategic planning

### **3.5 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:

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

### **3.6 MARKETING AND COMMUNICATIONS**

#### **3.6.1 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):

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

#### **3.6.2 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.

### **3.6.3 Events and functions**

Events and functions (including launches, official openings, milestone events and celebrations and speech writing)

- 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.

### **3.6.4 Monthly market research and surveys**

Monthly market research and surveys (identify changes or additions to current services).

- Internal phased ATNS staff awareness and internal communications campaign (initial awareness and ongoing information sharing).
- Ensuring that the brand guidelines and corporate identity are adhered to in all communication and marketing

### **3.6.5 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

### **3.6.6 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 and Communications Strategy supported by an annual Marketing and Communications Activity Plan and Annual Operational Plans.

### **3.6.7 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.

### 3.6.8 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.

- 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.
- 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.
- 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.

### 3.6.9 Media monitoring

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.

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

- 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 identity opportunities.
- Monitor and track brand perception.
- Develop insight on clients and client needs.
- Find out as soon as possible what is being said about the ATNS, its resources and its clients.
- Benchmarking of coverage ATNS in the District, the Gauteng and Nationally.
- Determine the best means, modes and sites for communication, marketing and PR.
- Detect early signs of controversy, criticism or fraud.
- Track top sources of coverage.
- Understand where coverage originates.
- This service will include, but is not limited to, the following:  
Monitoring and alerts.

### **3.6.9.1 Print media**

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

### **3.6.9.2 Websites**

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

### **3.6.9.3 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.

### **3.6.9.4 Social Media**

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

### **3.6.9.5 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

### **3.6.9.6 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 the Municipality 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.

### **3.6.10 TRANSLATION**

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

### **3.6.11 WEBSITE AND SOCIAL MEDIA DEVELOPMENT AND MANAGEMENT**

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.

### **3.6.12 MARKETING CONCEPT DEVELOPMENT**

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 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.

### **3.6.13 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.

### **3.6.14 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

### **3.6.15 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. Customer Care building;
- 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.

### **3.6.16 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.

### **3.6.17 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.

### **3.6.18 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.

### **3.7 ROLES & RESPONSIBILITIES**

#### **3.7.1 ATNS**

ATNS – Marketing & Communication has certain roles and responsibilities which are not limited to but include the following:

- facilitate an induction meeting;
- establish a steering committee for all projects completed under this tender;
- create the charter for the steering committee of which both ATNS and the successful bidder will have representatives;
- discuss and review all work plans through the committee;
- approve any ad-hoc projects through the committee;
- prioritize projects through the committee;
- submit all policies for approval to council;
- oversee all projects;
- review monthly or project reports respectively;
- ensure a SLA is drafted and signed by the necessary parties; and
- provide reasonable assistance where required.

#### **3.7.2 SERVICE PROVIDER**

The successful bidder will be required to enter into a Service Level Agreement (SLA), including Key Performance Indicators, with ATNS for the duration of the tender and will define the roles and responsibilities related to the services as described in this tender document. The service provider will be responsible to provide a cost estimate with a detailed scope of work per instruction to the requesting ATNS Department, only on receipt of a purchase order can work commence. This will include all relevant project costs. A 3 quote system will need to be followed for all cost estimate when project expenditure such as t-shirts / sub-contracting of any other marketing material needs to be purchased. The turnaround time for projects needs to be responsive in relation to the ATNS environment which is often adhoc. Therefore the service provider must be able to meet short deadlines. The service provider will need to ensure that there is a dedicated senior / medium project manager appointed to manage the account.

### 3.8 STRUCTURE OF PROPOSAL

The bid must be structured in the following sequence when submitted. Each section/heading must be clearly marked for ease of reference. The headings required are:

1. Company Profile/s
2. Proposal
  - 2.1. Marketing & Communications
  - 2.2. Brand Management
  - 2.3. Events Management
  - 2.4. Additional Services (If required, not compulsory)
3. Implementation Plan (Linked to proposed methodology).
4. Organogram
5. CV's (Linked to organogram for staff working on bid only).
6. Project Experience (Portfolio of Evidence).
7. Compulsory Documents (Checklist).
8. Special Conditions of Tender.
9. Functionality assessment.
10. Pricing Schedule

## 4 4. GENERAL BID INSTRUCTIONS AND ADMINISTRATIVE REQUIREMENTS

### 4.1 Correspondence during Bid Period

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:

- 4.1.1 All correspondence to ATNS shall be in writing and addressed to:  
Procurement Specialist: Busisiwe Molapisi - [BusisiweMo@atns.co.za](mailto:BusisiweMo@atns.co.za)

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

- 4.1.2 All correspondence shall be made as follows:

Ref No: **ATNS/RFP069/22.23/MARKETING AND COMUNICATION AGENCY**

Date : Day Month Year  
To : ATNS SOC Limited  
From : Name of Bidder

Subject: The appointment of service provider for the provision of a marketing and communication agency for ATNS for a period of three (3) years.

All correspondence may be sent by email to [BusisiweMo@atns.co.za](mailto:BusisiweMo@atns.co.za) or [tenders@atns.co.za](mailto:tenders@atns.co.za).

**4.2 Failure to Adhere to Instructions**

**FAILURE TO ADHERE TO THE FOLLOWING BID SUBMISSION INSTRUCTIONS SHALL RESULT IN THE BID BEING RENDERED NONRESPONSIVE AND ELIMINATED FROM FURTHER EVALUTION.**

**4.2.1 Preparation of Bid**

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

- **Parcel A - Commercial Proposal; Financials and Pricing Structure (Response to Volume 1A, 1B and 1C);**

Parcel A - Commercial Proposal; Financials and Pricing Structure. - labelled and tabbed as per index.

Reference	Requirement	Comply	Do not comply
<b>Volume 1 A</b>	<ul style="list-style-type: none"> <li>• South African companies should submit original or certified copies of valid B-BBEE Status Level Verification Certificates from SANAS/EME Sworn Affidavit</li> <li>• Partnership/JV agreement (Where applicable)</li> <li>• Work share split between the parties. (Where applicable)</li> </ul>		
<b>Volume 1 A</b>	Bidders shall submit a complete and comprehensive response on all aspects of the tender issued in order to provide ATNS with a solution required.		
<b>Volume 1 A</b>	South African companies shall submit their central supplier database summary reports, Tax Compliance Report and PIN, ID		

	copies, Banking Details and company registration docs		
<b>Volume 1 C</b>	Pricing Schedule (on a separate envelope)		
<b>Parcel B</b>	Response to the Technical Requirements		

Parcel B Functional Proposal: Response to the Scope – labelled and tabbed as per Volume 1A, 1B and 1C.

## 5 BID SUBMISSION CONDITIONS AND INSTRUCTIONS

### CONDITIONS AND INSTRUCTIONS THAT BIDDERS NEED TO TAKE NOTE OF

#### 5.1 FRAUD AND CORRUPTION

- 5.1.1 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.

#### 5.2 BRIEFING SESSION

##### BRIEFING SESSION WITH BE HELD AT AVAITION TRAINIG ACADEMY:

DATE: 06th March 2023

VENUE: Aviation Training Academy Gate 14 Bonaero Drive, Bonaero Park, Kempton Park, 1619

TIME: 10h00-11:30h00

Bidders who are interested to attend must send an email to [tenders@atns.co.za](mailto:tenders@atns.co.za) and [BusisiweMo@atns.co.za](mailto:BusisiweMo@atns.co.za) to receive invite

#### 5.3 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 [busisiwemo@atns.co.za](mailto:busisiwemo@atns.co.za) or [tenders@atns.co.za](mailto:tenders@atns.co.za) not later than 12:00 CAT on the 10<sup>th</sup> of March 2023. 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.

## 5.4 SUBMITTING BIDS

5.4.1 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)/[BusisiweMo@atns.co.za](mailto:BusisiweMo@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:

- The name and address of the Bidder;
- The Bid Number;
- The closing date of the Bid indicated on the envelope;
- A Cover Letter, signed by the authorised representative of each member of the Bidding Entity, Consortium or Joint Venture, which shall contain:
  - List of Bid Proposal Documents and an Index of the contents therein;
  - Particular points to which the Bidder wishes to draw the Company's attention in his Commercial Proposal and Technical Proposal.
- The parcels shall not contain documents relating to any Bid other than that shown on the envelope.

5.4.2 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".

5.4.3 All Bi Response documents to be submitted shall be hand delivered to the Company not later than the time and date specified on this document.

5.4.4 No Bids forwarded by telegram, telex, facsimile, e-mail, or similar medium will be considered.

5.4.5 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.

5.4.6 Pricing must be submitted in a separate sealed envelope in Parcel A as Volume 1C.

5.4.7 The original copy **MUST BE SIGNED IN BLACK INK** by an authorised employee, agent or representative of the Bidder and initialized on each and every page of the Bid Response.

5.4.8 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.

## **5.5 SUBMISSION OF BID:**

### **5.5.1** The Bid Documents shall be hand delivered to:

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

### **5.5.2** No later than **13:00 CAT on 16<sup>th</sup> March 2023**, Central African Time at which time the Bid Proposals will be collected.

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

## **5.6 LATE BIDS**

### **5.6.1** Bids received late shall not be considered. A bid will be considered late if it arrived even one second after closing time or any time thereafter. The tender (bid) box shall be locked at exactly **13:00** CAT and bids arriving late will not be considered under any circumstances.

### **5.6.2** 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.

## **5.7 NEGOTIATION AND CONTRACTING**

### **5.7.1** 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.

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

### **5.7.3** 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.

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

## **5.8 REASONS FOR REJECTION**

- 5.8.1** 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.
- 5.8.2** ATNS may disregard the bid of any bidder if that bidder, or any of its directors:
  - 5.8.2.1** Have abused the SCM system of ATNS.
  - 5.8.2.2** Have committed proven fraud or any other improper conduct in relation to such system.
  - 5.8.2.3** Have failed to perform on any previous contract and the proof exists.
- 5.8.3** Such actions shall be communicated to the National Treasury.

## **5.9 CANCELLATION OF PROCUREMENT PROCESS**

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

## **6 CONTRACT TERMS**

- 6.1** 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 Bidder will be advised as soon as possible.
- 6.2** 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.
- 6.3** All designs and documentation will be the property of ATNS.

## **7 DISCLAIMER**

- 7.1** 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.
- 7.2** 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.

**BIDDERS MUST TAKE NOTE OF THE EVALUATION PROCESS THAT WILL BE FOLLOWED**

**8 EVALUATION PROCESS**

**8.1 COMPLIANCE WITH MINIMUM REQUIREMENTS CRITERIA**

**8.1.1** All bids duly lodged as specified in this Request for Bid will be examined to determine compliance with bidding requirements and conditions. Bids with deviations from the requirements / conditions, will be eliminated from further consideration.

**8.2 FUNCTIONALITY AND PREFERENCE POINTS AND PRICE**

**8.2.1** All remaining bids as per 17.13 will be evaluated as follows:

**8.2.2 The First stage**, bids will be evaluated first for **ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS** prescribed in Preferential Procurement Regulations. Only bids that meet Preferential Procurement requirements will be considered for further evaluation.

**8.2.3 The second stage, Bids will be evaluated for technical functional requirements.** The technical evaluation scores are weighted at 100% as it was indicated in the tender instructions. Bidders meeting minimum qualifying threshold of 80% for technical evaluation proceeded to the third stage of presentation. Shortlisted bidders will be requested to present to ATNS Bid Evaluation Committee.

**8.2.4 The third stage, Bids will be evaluated for Presentation functional requirements**

The Presentation functional requirements evaluation scores are weighted at 100% as it was indicated in the tender instructions. Bidders meeting minimum qualifying threshold of 80% for presentation evaluation proceeded to the fourth stage of price and ATNS and specific goals evaluation.

**8.2.5 The Third stage**, bids will be evaluated in terms of the **80/20 preference point system**. Only bids that provide all documentation requested for **functional and presentation evaluation** will be evaluated in accordance with the **80/20** preference point system.

**8.3 Evaluation for Price and ATNS 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

**8.4 Bid Response Evaluation**

**8.4.1** The evaluation of responsive Bids shall be conducted by a panel appointed by the Company following a three-stage process as follows:

**8.4.2 First Stage: Initial Screening (Pre-Qualification Criteria).**

**8.4.2.1** During this stage Bid response documents will be reviewed to assess adherence to submission instructions

**8.4.2.2 Second Stage: Fuctional requirements**

During this stage Bid response documentation will be evaluated against compliance to the Technical Specifications. The technical evaluation scores are weighted at 100% as it was indicated in the tender instructions.

FIRST STAGE EVALUATION	WEIGHT (POINTS)	SCORE CLAIMED
<p>Bidder's Years of Experience (Company Profile)- The bidder must have experience or have been operating in the following areas for a period of time:</p> <p>1. Marketing &amp; Communications</p> <p>4 – 6 Years = 3 Points 7 Years = 5 Points</p> <p>2. Brand Management</p> <p>4 – 6 Years = 3 Points 7 Years = 5 Points</p> <p>3. Event management</p> <p>4 – 6 Years = 3 Points 7 Years = 5 Points</p> <p>This must be evident in the bidder's company</p>	15	
<p>2. Project Experiences- References proof of Previous Relevant experience on marketing/communication/brands/event management on a client's business letterhead stating the scope and description of the services rendered, contract duration, with contact name, Contact number and position of the referee. Reference letters must not be older than 5 years by closing date of this Tender.)</p> <p>1 Ref = 5 Points</p>	15	

<p>3. Team Qualifications &amp; Experience (CV's) 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>3.1 Project Management (Number of Relevant Projects) Name:  1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p>3.2 Product and Campaign Management (Number of Campaigns).  1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p>3.3 Creative Direction and Design Skills (Number of Projects)  1 = 1 Points 2 - 4 = 3 Points <del>5 = 5 Points</del></p>	<p>50</p>	
<p>3.4 Copy writing,Editing and proof reading (Years of Experience).  1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p>3.5 Copy writing,Editing and proof reading (Years of Experience).  1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p>3.6 Photography (Years of Experience) Name:  1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p> <p>3.7 Digital Marketing (Years of Experience) Name: 1 = 1 Points 2 - 4 = 3 Points 5 = 5 Points</p>		

<p>3.8 Event Management (Number of Engagements)                      1 = 1 Points                      2 - 4 = 3 Points                      5 = 5 Points</p> <p>3.9 Website and App Development &amp; Management of all online channels (Number of Websites)                       1 = 1 Points                      2 - 4 = 3 Points                      5 = 5 Points</p> <p>3,10 Integrated Marketing and communication (Years of Experience).                       1 = 1 Points                      2 - 4 = 3 Points</p>		
4. Local Capacity (Who is or will be based in the KM area)- In order for the bidder to provide the service that ATNS requires, support will be required at a local level (within the	15	
5. Implementation Plan (including	5	
<b>TOTAL</b>	<b>100</b>	

The minimum qualifying score for functionality is 80 points. All bids that fail to achieve the minimum score shall be deemed non-responsive. Those that achieve 80 points or higher will be invited to present their bid proposal.

**8.4.2.3 The third stage, Presentation evaluations**

The Service Provider must be available for 90 days 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 second stage evaluation, your bid will be regarded as responsive and will be evaluated further on price and ATNS specific goals. Tender offers that fail to score the minimum score for functionality will be deemed as non-responsive.

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. Time-lines 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 bid evaluation committee’s discretion.

The scoring will be done on each section accordingly:

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

8.5 PRICING SCHEDULE -YEAR 1

Function	Year 1			
	Executive rate pehour	Senior Rate per hour	Middle-weight rate per hour	Junior rate per hour
Project Manager				
Campaign Manager				
Creative Director				
Account Manager				
Art Director				
Copy writing & Editing				
Marketing Specialist				
Photographer				
Digital Marketer				
Media planning and buying				
Translation – <del>Written</del>				
Production mark-up				
Website / App Developer				
Communication Specialist				
Event Manager				
TOTAL				
VAT				
TOTAL PRICE (incl VAT)				

**PRICING SCHEDULE -YEAR 2**

Function	Year 2			
	Executive rate per hour	Senior Rate per hour	Middle-weight rate per hour	Junior rate per hour
Project Manager				
Campaign Manager				
Creative Director				
Account Manager				
Art Director				
Copy writing & Editing				
Marketing Specialist				
Photographer				
Digital Marketer				
Media planning and buying				
Translation – Written French				
Production mark-up				
Website / App Developer				
Communication Specialist				
Event Manager				
<b>TOTAL</b>				
<b>VAT</b>				
<b>TOTAL PRICE (incl VAT)</b>				

**PRICING SCHEDULE -YEAR 3**

Function	Year 3			
	Executive rate per hour	Senior rate per hour	Middle-weight rate per hour	Junior rate per hour
Project Manager				
Campaign Manager				
Creative Director				
Account Manager				
Art Director				
Copy writing & Editing				
Marketing Specialist				
Photographer				
Digital Marketer				
Media planning and buying				
Translation – Written French				
Production mark-up				
Website / App Developer				
Communication Specialist				
Event Manager				
<b>TOTAL</b>				
<b>VAT</b>				
<b>TOTAL PRICE (incl VAT)</b>				



**8.5.1 Fourth Stage – Price and ATNS 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



**1 FORM OF BID**

CLOSING TIME: ON BID NO.

VALIDITY: **120 DAYS** NAME OF BIDDER: .....

.....

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY BID PRICE MUST <u>INCLUDING VALUE-ADDED TAX</u>
		Total Bid Price	R
		Alternative Offers (Bidder to advise)	R

Is the offer strictly to specification? YES / NO

If not to specification, state deviations .....

Contract period excluding guarantee period .....

Is the price quoted fixed? YES / NO

Is the delivery and installation period fixed? YES / NO

Are the supplies/services guaranteed as required in the Bid specification? YES / NO

If a guarantee is not specifically required in the Bid specification, are the Supplies/ services guaranteed? YES / NO

Are you the accredited agent for the manufacturers of the equipment offered? YES / NO



Where in the Republic of South Africa can a machine/equipment of the type offered by you be inspected under working conditions? .....

What are the names and addresses of the factories where the supplies will be manufactured? .....

What is the approximate value of spares carried in stock in the Republic of South Africa for the equipment offered? R.....

Furnish full particulars (separately if necessary) of the arrangements which can be made by you for the efficient servicing/maintenance of the supplies/services locally .....

In respect of supplies to be specially imported, indicate -

(i) Whether a special import permit is required? YES / NO

(ii) The name and address of the person or company to whom payment is to be made abroad .....

(iii) The amount in foreign currency to be paid by you abroad .....

(See **Volume 1B**, paragraph 2.16.15.1)

(iv) What ruling rate of exchange (at date of Bid) was applied in the conversion of this amount to South African currency (See Volume 1B, paragraph 2.16.15.1 and what was the date when this rate applied) .....



**CHECKLIST OF BIDDING DOCUMENTATION BEFORE SUBMITTING**

**NB!! PLEASE TAKE NOTE THAT ALL STANDARD BIDDING (SBD) FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY INVALIDATE YOUR BID**

<b>NB: Has the following forms been completed, signed and submitted with your proposal?</b>		
<b>Documentation</b>	<b>Checked by Bidder</b>	<b>Checked by Procurement Specialist</b>
Declaration of interest – SBD 4		
Preference point claim – SBD 6.1		
Contract Form (rendering of services) – SBD 7.1		
ID Documents of Directors/Shareholders		
Central Supplier Database Summary Report		
Company Profile		
Submitted One (1) original, three (3) hard copies and one (1) electronic copy (on USB) in PDF format.		
Form D - Shareholding Disclosure Form: Bidders.		
POPIA		



**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ATNS SOC LTD</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
RFQ can be sent by email to: xxxxxx or Hand Delivered at ATNS head Office:					
Eastgate Office Park, South Boulevard					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Busisiwe Molapisi</b>		CONTACT PERSON		
TELEPHONE NUMBER	<b>011 607 1000</b>		TELEPHONE NUMBER		
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:busisiwemo@atns.co.za">busisiwemo@atns.co.za</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	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	





SBD 1

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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



SIGNATURE OF BIDDER: .....

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

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

DATE. ....



**ATNS FORM D**

**DISCLOSURE OF GROUP/COMPANY STRUCTURE**

1. In view of possible allegations of favouritism, it is required by ATNS that the bidder or his/her authorised representative declare the group structures if any and submit information of group directors / members / shareholders / trustees or subsidiary companies and positions held in the group /companies.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:  
 .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder?):  
 .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

3. **The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable. must be indicated in paragraph 3.1 below.**

**3.1 Full details of Group / directors / trustees / members / shareholders.**

Name of Group / Company / Trust	Full Name and Surname	Identity Number	Personal Tax Reference Number




**3 DECLARATION**

I, THE UNDERSIGNED (NAME).....  
 .....

Declare that the information furnished in paragraphs two (2) and three (3) above is correct. I accept that ATNS may reject the bid or act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

February 2023



## TAX COMPLIANCE REPORT AND PIN.

**It is a condition of the bid that the taxes of the successful bidder must be in order or those satisfactory arrangements have been made with the Receiver of Revenue to meet his /her tax obligations.**

1. In order to meet this requirement bidders are required to **Tax Compliance Report and Pin** obtainable from any SARS branch office nationally. The Tax Compliance Report and Pin. Requirements are also applicable to foreign bidders/individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Compliance Report and Tax Pin that will be valid for a period of 1 (one) year from date of approval.
3. The original Tax Compliance Report and Pin must be submitted together with the bid. Failure to submit the **original and** valid Tax Compliance Report and Pin will result in the invalidation of the bid. Certified copies of the Tax Compliance Report and Pin will not be acceptable.
4. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate Tax Compliance Report and Pin.
5. Copies of the TCC001“Application for Tax Compliance Report and Pin” forms are available at any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).



6. Applications for the Tax Compliance Report and Pin may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za)



## DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:  
.....

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

2.4 Company Registration Number:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....



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

1“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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



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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.11.1 If so, furnish particulars:  
.....  
.....  
.....





## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

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

- (a) Price; and  
(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20



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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where



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

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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



then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned Suppliers (Section 2(1)(d)(i) of the PPPFA)		
30% Black Woman Owned Suppliers. (Section 2(1)(d)(i) of the PPPFA)		
Disability (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)		
EME or QSE at least 51% Black Owned Suppliers (Section 2(1)(d)(ii) of the PPPFA)		
EME or QSE at least 51% Black Youth Owned Suppliers (Section 2(1)(d)(ii) of the PPPFA)		
51% Black Owned Suppliers located in rural or underdeveloped areas or townships (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.

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



**1. CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**2. PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.



- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....
	.....



SBD 7.1

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**3. PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)



4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....  
....
2. ....



## 1. PROTECTION OF PERSONAL INFORMATION

- 1.1 The Service Provider shall ensure that its employees, representatives and officers, comply with the provisions of the Protection of Personal Information Act, 2013 (“**POPIA**”) and all other applicable data protection laws and, without limitation to the foregoing, shall ensure the security and confidentiality of all Personal Information processed by that Party is in accordance with POPIA and all other applicable data protection laws.
- 1.2 The Service Provider must only process personal information of the Company and third parties on behalf of the Company, with the Company’s knowledge or authorisation, treat such information which comes to their knowledge as confidential and must not disclose it unless required by law or in the course of the proper performance of the Service Provider’s duties. The Service Provider must comply with the responsible party’s obligations in clause section 19 of POPIA.
- 1.3 Where the Service Provider, its agents, subcontractors, officers, directors, shareholders, representatives, or employees has/have access to any Personal Information held by the Company for any reason in connection with this Agreement or is/are supplied with or otherwise provided with Personal Information by the Company or on behalf of the Company for any purpose, or are supplied with or otherwise provided with Personal Information relating to the Services, the Service Provider shall:
- 1.3.1 process such Personal Information only for purposes of performing its/their obligations under this Agreement and shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Company or as required by law or any regulatory authority, and shall



take all such steps as may be necessary to protect and safeguard such Personal Information.

1.3.2 without prejudice to the generality of the foregoing, ensure that appropriate, reasonable technical and organisational measures shall be taken by it/them to prevent –

1.3.2.1 the unauthorised or unlawful processing of such Personal Information; and

1.3.2.2 the accidental loss or destruction of, or damage to, such Personal Information; and

1.3.2.3 promptly notify the Company when it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of the terms of this Agreement relating to Personal Information.

1.4 The Service Provider shall be liable for all claims, demands, actions, costs, expenses (including but not limited to reasonable legal costs and disbursements), fines, losses and damages arising from or incurred by reason of any wrongful processing of any Personal Information by the Service Provider (including its agents, subcontractors, officers, representatives or employees) for any breach of its obligations or warranties in terms of clause.

1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.

1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.



- 1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.

## **2. POPIA CONSENT**

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

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

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

- 3.1.1 Access the information at any reasonable time for the purposes of rectification thereof.
- 3.1.2 Object to the processing of the information.
- 3.1.3 Lodge a complaint with the Information Regulator.





## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

—  
(Bid Number and Description)

In response to the invitation for the bid made by:

---

—  
(Name of Institution)

Do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of:

---

that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;



4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - 5.1 Has been requested to submit a bid in response to this bid invitation;
  - 5.2 Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 5.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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>3</sup> will not be construed as collusive bidding.

<sup>3</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.



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - 7.1 prices;
  - 7.2 geographical area where product or service will be rendered (market allocation)
  - 7.3 Methods, factors or formulas used to calculate prices;
  - 7.4 The intention or decision to submit or not to submit, a bid;
  - 7.5 The submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6 Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....

.....



Signature

Date

.....

Position Name of the Bidder

Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFP document, please refer your enquiries, in writing, to the contact person(s) listed below. ATNS reserves the right to place responses to such queries on the website.

<b>PROCUREMENT SPECIALIST:</b>	Busisiwe Molapisi
<b>TELEPHONE:</b>	(011) 607 1000
<b>E-MAIL:</b>	<a href="mailto:busisiwe@atns.co.za">busisiwe@atns.co.za</a>