



## REQUEST FOR QUOTE (RFQ)

### APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SITE REPAIR FOR KING SHAKA RADAR AND BLUFF RADAR SITE

<b>Date:</b>	<b>18 July 2022</b>
<b>Department</b>	<b>FALE</b>
<b>RFQ Number</b>	<b>ATNS/FALE/RFQ006/2022/23</b>
<b>Description of Goods/Service:</b>	Please see below on page 3
<b>Closing Date and Time:</b>	<b>29 July 2022 @ 11h00</b>
<b>Expected delivery date</b>	<b>TBC to the appointed bidder.</b>
<b>Returnable Requirements:</b>	<ol style="list-style-type: none"> <li>1. B-BBEE Certificate</li> <li>2. Tax Pin</li> <li>3. CSD Report</li> <li>4. Banking Details with bank stamp</li> <li>5. ID copies of members/directors</li> <li>6. CK Documents</li> <li>7. Pricing Schedule/Quotation</li> <li>8. Signed and completed SBD Forms</li> </ol>
<b>Description</b>	<b>Appointment of a Service Provider to Provide Site Repair for King Shaka Radar and Bluff Radar Site</b>
<b>Compulsory Briefing Session and Site Inspection</b>	<p>Yes,</p> <p>26 July 2022 at 10:00</p> <p>Meet up at the Bluff site at 10 and Move to King Shaka</p> <p>29°58'52.1"S 30°57'57.9"E (Bluff Radar)</p> <p>29°35'57.3"S 31°07'14.4"E ( King Shaka Radar)</p>
<b>Quotation Delivery Address</b>	<p><a href="mailto:nqobam@atns.co.za">nqobam@atns.co.za</a></p> <p><b>Please ensure your email is not more than 5MB as I will not be able to receive it</b></p> <p><b>NB: It is the supplier's responsibility to ensure that their bid is received in time</b></p>
<b>Enquiries</b>	<b>Procurement Officer: <a href="mailto:nqobam@atns.co.za">nqobam@atns.co.za</a></b>

The ATNS requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on the date stipulated. Late and incomplete / missing documentations will invalidate the quotation submitted. Suppliers which are not registered on the government central supplier database will not be considered. ATNS is not obliged to accept the lowest or any submission received. ATNS reserves the rights to accept the whole or any portion of a quotation.



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

### **BIDDING STRUCTURE**

Indicate the type of Bidding/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 VALID TAX CLEARANCE CERTIFICATE AND PIN 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:



## 1. Purpose of Bid

### Appointment of a Service Provider to Provide Site Repair for King Shaka Radar and Bluff Radar Site

## 2. SCOPE OF WORK

- Emergency site repair for King Shaka Radar and Bluff due to KZN floods. Currently we have landslides and mudslides that have exposed cables which can pose a massive risk for cable theft and also poses a risk of electrocution.
- Supplier to repair and correct any site issues with paving, ground and embankments that have been affected, recover the exposed cables and ensure grass is replanted to prevent further erosion.

KING SHAKA RADAR SITE	Cost exc)	Cost (inc)
DE WEED		
HIGH PREEASURE PAVING CLEANING		
GRASS CUUTING		
LAWN REPLACEMENT ±55M		
<b>BLUFF RADAR SITE</b>		
REPLACE DAMAGE SIDE BEARIER		
SAND BAG TO FILL THE COLLAPED AREAS		
CUUTING OF SCHRUBS AND VEGITATIONS ALONG THE FENCE		
REPLACE LAWN ±40M		



TOTAL	
VAT	
GRAND TOTAL	

**Delivery Address**

**ATNS King Shaka and Bluff Radar**

**3. TECHNICAL REQUIREMENTS, PRICE AND B-BBEE**

- **The First stage**, ATNS shall evaluate suppliers in accordance with the B-BBEE code of practice.
- **The Second and Last stage**, bids will be evaluated in terms of the **80/20 point system**. Only bids that provide all documentation requested for **Mandatory Requirements** will be evaluated in accordance with the **80/20** point system.

Stage 2- Price/B-BBEE Evaluation

**Mandatory Requirements**

Mandatory requirements	Proof
<b>CIDB</b>	Yes
<b>Suppliers should be based in and around Durban.</b>	Lease agreement or municipality bill

- Tenderers will be evaluated in terms of the 80/20 point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the Tenderer.



- Points are allocated in terms of the B-BBEE Codes of Good Practice guideline as indicated in the table below. Bidders must submit valid B-BBEE Certificates which will be verified.
- Quotations will be evaluated in terms of the ATNS' Procurement Policies and Procedures using the 80:20 point system. 80 points will be awarded for price and 20 points for B-BBEE points claimed.

<b>Points for price</b>	<b>80</b>
<b>Points for B-BBEE (Max of 20):</b>	20
<b>B-BBEE status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant contributor	0

#### 4. SUBMISSION INSTRUCTIONS:

4.1.1 Potential service providers are requested to provide a quotation that addresses all the items listed in the specification section as stated above.

4.1.2 Failing to comply with the instruction will lead to bids being disqualified.

4.1.3 **Each quotation should also include the following information:**

1. The **expiration date for the Quotation**, if any.
2. Details of the contact person dealing with the quotation.
3. CSD Summary Report.
4. Black Economic Empowerment status of the service provider or legal identity of BEE partner as well as the physical and postal address of the BEE partner and capital structure.



Should it be necessary for a supplier to obtain clarity on any matter arising from or referred to in this RFQ 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 OFFICER:</b>	Nqoba Mabaso
<b>TELEPHONE:</b>	011 607 1000
<b>E-MAIL:</b>	nqobam@atns.co.za

#### 4.2 SUBMISSION OF QUOTATION:

4.2.1 The RFQ Documents shall be delivered to the below:

Email to nqobam@atns.co.za

**No later than 29 July 2022 @11h00**

## PART A

### INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/  
PUBLIC ENTITY)**

<b>BID NUMBER:</b>		<b>CLOSING DATE:</b>		<b>CLOSING TIME:</b>	
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**Air Traffic and Navigation  
Services SOC Limited**

Company Reg. No. 1993/004150/30  
ISO 9001 certified

Eastgate Office Park, Block C,  
South Boulevard Road, Bruma  
Private Bag X15, Kempton Park 1620  
Tel +27 11 607 1000 | Fax +27 11 607 1570  
www.atns.com

Directors: S Thobela (Chairman)  
NP Mdawe (Chief Executive Officer)  
JM Moholola (Chief Financial Officer)  
KN Vundla, LN Ngema, ZG Myeza, JC Trembath  
S Badat, KS Boqwana, N Kubheka, CR Burger, T Kgokolo

Acting Company Secretary: N Mongali



DESCRIPTION			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</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	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			





<p><b>1.1.1.1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><b>1.1.1.2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

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

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

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

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



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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:

.....



## 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 **Error! Reference source not found.**
- 1.5 Both Parties will comply with their obligations under POPIA in relation to personal information for which they are the responsible party.
- 1.6 The Service Provider must notify the Company immediately where there are reasonable grounds to believe that personal information has been accessed or acquired by any unauthorised person (Data Breach) and must assist the Company, at its own cost: a) with any investigation or notice to the Regulator or data subjects that the Company may make in relation to a Data Breach; and b) in responding to any directions by the Regulator to publicise the Data Breach, including assisting the Company to make public announcements if required.
- 1.7 The Service Provider indemnifies the Company against any civil or criminal action or administrative fine or other penalty or loss as a result of the Service Provider's breach of this clause.



## 1. POPIA CONSENT

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

1.1.1 The information is voluntarily supplied, without undue influence from any party;  
and

1.1.2 The information is necessary for the purposes of the engagement with ATNS.

1.2 The tenderer acknowledges that he /she is aware of his/her right to:

1.2.1 Access the information at any reasonable time for the purposes of rectification thereof;

1.2.2 Object to the processing of the information;

1.2.3 Lodge a complaint with the Information Regulator.

