



REQUEST FOR PROPOSALS (RFP)

Supply, Deliver, Commission and Maintain Trolley Pushers at King Shaka International Airport (KSIA)

- Bid Reference Number** : **DIA6131/2019**
- Issue Date** : 13th of August 2019
- Compulsory Clarification / Site Meeting** : 21st of August 2019 at 11:00am
- Requirements for the Clarification Meeting**
 1. Park at the Shaded Parking area in order to obtain validation of your parking ticket
 2. Meeting could last up to 2 hours
- Queries Closure Date and Time** : 23rd of August 2019 at 16:00
- Bid Closing Date and Time** : 11th of September 2019 at 11:00am
- Bid Submission Delivery Address** : King Shaka International Airport,
Reception,
Multi Storey Office Block,
Located Opposite the Pick-Up Zone

Bidder Name

:

Contact Person

:

Bidder Details / Stamp

:



INTRODUCTION

Since inception approximately twenty years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BF), Upington (UTN), Port Elizabeth (PLZ), East London Airport (EL), George Airport (GG), Kimberley Airport (KIM) and the Corporate Office (CO).

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim. This is also shown in the latest ratings for example; O.R. Tambo, Cape Town and King Shaka International Airports rated first, second and third respectively in the Best Airport ACI-ASQ awards for Africa.

ACSA is focused on creating and operating world-class airports measuring up to international standards. King Shaka International Airport has been recommended for ISO 14001-2015 accreditation. As such, we strive to continuously improve our operations thus

minimising our impact on the environment. We therefore want to ensure that our service providers comply with all environmental requirements whilst operating on our site.

THIS BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NO.
	Acceptance of Terms and Conditions of the Bid Document	4
1	Invitation to Bid and Instructions to Bidders	6
2	Evaluation Process, Criteria and Pricing Instructions	10
3	Scope of Works / Specifications	15
4	Returnable Documents, Declarations and Schedules	28
	Supporting Information	
5	The Contract	81
6	Appendices (Attached Separately)	83
	Appendix 1 : Bid Advert	
	<i>NB: Following Appendices to be completed by the <u>successful bidder</u>.</i> <i>(included for information purposes)</i>	
	Appendix 2 : Safety File Requirements	
	Appendix 3 : Permit to Work	
	Appendix 4 : Different Category of Permits	
	Appendix 5 : EMS048 ACSA Service Maintenance Contractors Environmental Terms	
	Appendix 6 : Environmental Impact of Service and Maintenance Contractors	
	Appendix 7 : Environmental Management System Policy Statement	
	Appendix 8 : Sample Contract	
7	Bid Completion Check List	81

ACCEPTANCE OF TERMS AND CONDITIONS OF THE BID DOCUMENT

By signing the *Acceptance of Terms and Conditions of the Bid Document* the Bidder as identified below, has read, understands and accepts the following:

- 1. The content of the bid document in its entirety i.e. pages 1 - 81
- 2. The Bid Procedures;
- 3. To submit all returnable documents as required;
- 4. The terms and conditions set forth within this Bid Document i.e. Agreement, and Contract Data;
- 5. Pricing Data (including the Pricing Schedule or Bill of Quantities);
- 6. The Scope of Work;
- 7. Inclusive of all appendices as listed in accordance with the terms set herein.

Biding Entity Name	:	
Authorised Signatory Name	:	
Position	:	
Signature	:	
Date	:	

CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

Compulsory Clarification Meeting and Site Inspection will be held at the King Shaka International Airport, La-Mercy, Multi Storey Office Building (MSO), Reception, Ground floor.

This is to certify that the following person attended the compulsory briefing meeting held on the **21st of August 2019** at **11:00am** at the above address.

Full Name and Surname

:

Company / Bidding Entity

:

**ACSA Representative
(Full Name and Surname)**

:

**ACSA Confirming -
Briefing Attendance**

:

Company Stamp

Representative Signature

**ACSA Confirming -
Site Inspection Attendance**

:

Company Stamp

Representative Signature

SECTION 1

**INVITATION TO BID AND INSTRUCTIONS
TO BIDDERS**

BID NOTICE AND INVITATION TO BID

Airports Company South Africa invites bidders for the **Supply, Deliver, Commission and Maintain Trolley Pushers at King Shaka International Airport.**

1.1 COLLECTION OF BID DOCUMENTS

Bid documents are available on the following websites from the **13th of August 2019**.

- National Treasury: www.etenders.gov.za
- ACSA: www.airports.co.za

1.2 QUERIES RELATING TO THE ISSUE OF THE BID DOCUMENTS

1.2.1 Any and all communication related to this bid must be reduced to writing via email or facsimile to the official as listed below:

- Email : tenders4.ksia@airports.co.za

1.2.2 Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

1.3 SUBMISSION OF BID DOCUMENTS

1.3.1 The bid documents (1 Original and 1 Copy) must be in printed format and sealed in a clearly marked envelope/package marked with Bidder's name, Bid Reference Number and Bid Description and Delivered to the following address:

- King Shaka International Airport
- Ground Floor,
- MSO Building
- Located in the Pickup Area
- Attention: N. Mbuyisa

1.3.2 Please ensure that Bidder's address is reflected on the back of the envelope/package.

Bid must be submitted on or before 11:00am on the 11th of September 2019-South African Time

1.4 LATE BIDS

1.4.1 Bids which are submitted after the closing date and time will not be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids.

1.4.2 Airports Company South Africa SOC Limited will not be liable for any late bids.

1.5 CLARIFICATION AND COMMUNICATION

1.5.1 Request for clarity or information on the bid may only be requested until the 23rd of August 2019 at 16:00.

BID NOTICE AND INVITATION TO BID

1.6 COMPULSORY CLARIFICATION AND SITE INSPECTION

- 1.6.1 There will be a compulsory clarification / site meeting at 11:00am on **21st** of August 2019 at Multi Storey Office Building.
- 1.6.2 Bidders must park at the shaded parking area in order for their parking tickets to be validated and parking costs waived. Failure to park at the shaded parking area will result to parking costs being incurred.
- 1.6.3 In addition to the technical person attending the meeting, and where possible Bidders may consider sending a representative that is responsible for the compilation of the bid documents to ensure that the requirements are understood. Where possible bidders may provide their business cards at the site meeting.
- 1.6.4 In order to gain entry into the **airside**, PPE required is closed flat shoes and reflective safety jacket.
- 1.6.5 A duly completed AVSEC Permit Form 3 form to be completed at the site visit and must be accompanied by a South African Identity Document or a Valid Passport.
- 1.6.6 Only one phone is permitted at the airside and entry to the airside is entirely at the Bidders risk.
- 1.6.7 ACSA may not be held accountable for loss, damage or injury to the Bidder or the Bidder's property during site inspection session.

Please note that on the day of the Site Inspection session, an Original ID or Passport and the original Visitor's Permit Application Form must be presented at the Compulsory Briefing Session at King Shaka International Airport in order for the Bidder to subsequently access the airside. Regrettably, a drivers' license is not allowed as

1.7 BID RESPONSES

- 1.7.1 Bid responses must be strictly prepared and returned in accordance with this tender document.
- 1.7.2 Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document.
- 1.7.3 Request for changes to the submitted proposals will not be allowed after the closing date of the tender.
- 1.7.4 All bid responses will be regarded as offers unless the bidder indicates otherwise.
- 1.7.5 No bidder or any of its consortium / joint venture members may have an interest in any of the other bidder / joint venture / consortium participating in this bid.

1.8 DISCLAIMERS

- 1.8.1 Bidders must note and accept that ACSA may:
 - a. Award the whole or a part of this tender;
 - b. Split the award of this tender;
 - c. Negotiate with all or some of the shortlisted bidders;
 - d. Award the tender to a bidder other than the highest scoring bidder; and / or
 - e. Cancel this tender.

1.9 VALIDITY PERIOD

- 1.9.1 ACSA requires a validity period of 120 working days from date of close of bid.
- 1.9.2 ACSA may request an extension of the validity period for a maximum period of thirty (30) days as and when required.
- 1.9.3 During the validity period the prices which have been quoted by the bidder must remain firm and valid. In exceptional circumstance, ACSA may request extension of the validity of offers.

BID NOTICE AND INVITATION TO BID

1.10 HOT-LINE

1.10.1 ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to

Airports Company South Africa Tip-Offs Anonymous:

Free Call: 080 0008 080 / **Free Fax:** 080 0007 788 / **Email:** acsa@tip-offs.com

1.11 SPECIAL INSTRUCTION TO BIDDERS WHO SUBMIT BIDS THAT INVOLVE JV PARTNERSHIPS OR SUB-CONTRACTORS / SUB-CONSULTANTS

1.11.1 The following are the options available to bidders who bid as unincorporated Joint ventures, as well as those who will subcontract some of the work or services.

Available Options	Tick (✓) The Chosen Option
1. Letter of authority / Power of Attorney must be issued by the JV Partner or Subcontractor, giving the other party authority to complete and sign the returnable schedules/forms on its behalf. This letter must be duly signed before the commissioner of oaths.	
2. All members of the Joint Venture or Subcontracting Companies must co-sign the returnable schedules or forms. This means that all parties to the bid offer will submit one set of returnable documents with representative signatures from each JV partner or contractor and its subcontractor / s.	
3. Each member of the Joint Venture must sign its copy of the returnable schedule / form. The same is true for the contractor and its subcontractor / s.	

1.11.2 All parties to the bid (JV Partners and Sub-contractors) must submit all the required returnable documents

1.12 CONFIDENTIALITY OF INFORMATION

1.12.1 ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought.

1.12.2 Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised.

1.12.3 Bidders may not disclose any information given to the bidders and part of this tender process to any third party without the written approval from ACSA. Please complete the Non-Disclosure Agreement.

SECTION 2

EVALUATION PROCESS, CRITERIA AND PRICING INSTRUCTIONS

EVALUATION PROCESS, CRITERIA AND PRICING INSTRUCTIONS

2.1 EVALUATION PROCESS

ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for Mandatory, Functionality / Technical, Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3
Compliance to Mandatory Administration Criteria	Evaluate on Functionality or Technical Aspects of Bid	Evaluate Price and B-BBEE

This Table For ACSA Office Use Only :		Yes / No
1.	Bidder's Attendance to Compulsory Briefing Session (Where applicable)	
2.	Bidder's Attendance to Compulsory Site Meeting (Where applicable)	

2.2 STAGE 1: COMPLIANCE TO MANDATORY / ELIGIBLE CRITERIA

2.2.1 Failure to comply / satisfy all the mandatory requirements below will result in disqualification of the bid.

2.2.2 Proof must be provided.

Table 1:

#	Mandatory Returnable Information and Documents (All Copies Must Be Certified With An Original Stamp)	Main Bidder Yes / No	JV Partner Yes / No	Sub - Contractor Yes / No
1.	Attendance to Compulsory Site Meeting. <ul style="list-style-type: none"> Relevant Annexure (Certificate of Attendance at Compulsory Clarification Meeting) must be duly signed and dated by an authorised signatory. The register at the site meeting must also be signed. 			
2.	Warranty <ul style="list-style-type: none"> A bidder is required to provide a minimum of 2-years warranty for the equipment's provided. A bidder must submit in writing a commitment of the duration with regards to warranties. 			
3.	Maintenance Plan <ul style="list-style-type: none"> Bidder to provide maintenance plan for a period of 2 years. 			
4.	Manufacture Confirmation Letter <ul style="list-style-type: none"> Provide confirmation letter from the manufacture for provision of spare parts. 			

EVALUATION PROCESS, CRITERIA AND PRICING INSTRUCTIONS

2.3 STAGE 2: EVALUATION OF FUNCTIONALITY / TECHNICAL CRITERIA

- 2.3.1 The functionality / technical evaluation will be conducted by the Bid Evaluation Committee (BEC), which comprises of various skilled and experienced members from diverse professional disciplines.
- 2.3.2 Only bidders who qualify during the Stage 1 evaluation will be evaluated in Stage 2.
- 2.3.3 The criteria for Stage 2 is based on the functional / technical capabilities of the bidder with a pre-determined threshold, where bidders which fail to achieve the minimum threshold points of **60** on the functional / technical stage will not be considered for further evaluation.

Table 2:

#	Evaluation Criteria	Sub-Criteria	Sub Points	Total Weighted Points	Threshold Points
1.	COMPANY EXPERIENCE				
1.1	Bidder is required to provide traceable reference letters for Supply and Deliver OR Maintenance of Trolley Pushers or Similar Nature (Handling Equipment).	a) Provide three traceable reference letters	30		20
		b) Provide two traceable reference letters	20		
		c) Less than two traceable reference letters	0		
<i>NB: No points will be allocated if a bidder only provides a list of the clients or ratings.</i>					
2.	KEY PERSONNEL EXPERIENCE				
2.1	TECHNICIAN/ARTISAN				
	Bidder to provide comprehensive curriculum vitae for the Technician/Artisan.	a) More than 4 years of experience	25		20
		b) Between 2 to 4 years of experience	20		
		c) Less than 2 years of experience	0		
3.	KEY PERSONNEL QUALIFICATION				
3.1	TECHNICIAN/ARTISAN				
	Bidder to provide proof of qualification for Technician/Artisan.	a) Relevant diploma	25		20
		b) Trade tested	20		
		c) No qualification/ Irrelevant qualification provided	0		
4.	METHODOLOGY				
4.1	Bidder to provide comprehensive methodology for this work.	a) Delivery	5		
		b) Commissioning, Testing and Handover	5		
		c) Training	5		
		d) Maintenance Plan	5		
TOTAL POINTS					
<i>Bidders must score a minimum Threshold Point per criteria and a minimum of 60 out of 100 points to be considered for further evaluation.</i>					

EVALUATION PROCESS, CRITERIA AND PRICING INSTRUCTIONS

2.4 STAGE 3: EVALUATION OF PRICE AND B-BBEE

2.4.1 Price and B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points.

The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, *etcetera*. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

2.4.2 Pricing Instructions:

- 2.4.2.1 Bidders must price in accordance with the pricing schedules (page 38-40), this will enable ACSA to compare priced offers.
- 2.4.2.2 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.4.2.3 A Detailed Breakdown of costs must be attached.
- 2.4.2.4 All rates quoted as part of this bid will apply to ad-hoc works as / when required (additional work outside scheduled maintenance).
- 2.4.2.5 Do not leave any area blank in the pricing schedules.
- 2.4.2.6 Permit costs:
- Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
 - No mark-up to be levied on Permit costs.
 - All employees will be checked for criminal records and no permit will be granted to those with criminal records.
 - Cost for lost permits and new employees will not be reimbursed by ACSA.
- 2.4.2.7 No Mark-up to be levied on items provided by ACSA (e.g. Lease, Water, Electricity, Permits etc.)
- 2.4.2.8 3rd Party Procured Items and Services:
- Spares (material) and sub-contracted work will be charged at cost plus mark-up.
 - VAT shall not form part of mark-up calculations.
 - ACSA shall provide a storeroom where the materials will be stored.
 - The procured spares / materials quotes must be market related and contractor to provide a receipt from supplier.
 - Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
 - All material supplied must be SABS approved.
- 2.4.2.9 The Bid offer must be inclusive of VAT.
- 2.4.2.10 The VAT portion must be indicated separately.
- 2.4.2.11 Payment for this contract will be against proven cost.
- 2.4.2.12 Annual Increases will be negotiated with CPI being the maximum granted.

SECTION 3

SCOPE OF WORKS / SPECIFICATIONS

SCOPE OF WORKS / SPECIFICATIONS

3.1 PURPOSE

The Contractor will **Supply, Deliver, Commission and Maintain Trolley Pushers** at King Shaka International Airport.

a. **Landside** refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

b. **Airside** refers to:

- The Apron / Manoeuvring Areas,
- Area within the airside boundary / perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

3.2 SCOPE OF WORKS

3.2.1 Detailed Description of the Goods / Works / Services:

3.2.1.1 Background

The existing trolley pushers were purchased before moving to the new airport, they have therefore reached their lifespan. It is recommended that all company equipment / assets are replaced when they reach the end of life. This is to ensure that we comply with the procedure of disposal and to avoid operational risks related with the assets that have reached the life span. These machines are therefore due for replacement.

KSIA is currently experiencing high volumes of complaints from the internal and external stakeholders regarding the shortage of trolleys at designated areas. This is due to insufficient machinery to collect and replenishment to staging areas. This has led trolley operators to use their hands to push more trolleys without any assistance of machinery to make the job easier. This has resulted in the increase of sick leave claims by the employees due to fatigue as a result of manual pushing of heavy loads, which is an incorrect ergonomic. This is a noncompliance to occupational health and safety of employees in a workplace.

3.2.1.2 Operational Use

- The trolley pushers to be used for retrieval of trolleys within the airport precinct.
- The trolley pushers must be a pedestrian operated, electric tug to be specifically designed to assist in trolley and cart collection / retrieval at the airport.
- The front attachment should be fully adjustable to fit any design of trolley and cart.

3.2.1.3 Benefits:

- Improved productivity and reduced employee injuries enable quick return on investment.
- No driving licence to be required for operation
- Training to be part of commissioning by the service provider.
- The operator should be able to drive the trolley pusher from the tiller head when unloaded and uses the integral radio-control to operate the tug when loaded with trolleys.
- The tug should be capable of moving over 100 airport trolleys at one time, space permitting.

3.2.1.4 Technical Specification:

- Motor: 1200W, 24V DC with 125A programmable controller
- Speed:
 - Forward (0-3.1mph)
 - Reverse (0-1.0mph)
- Radio mode forward:
 - Fast (2.7mph)
 - Slow(0.8mph)
- Design Pushing Load: 50 nested trolleys on normal flat surface and up to a slope of ± 5 degrees.
- Mode of operation: Push
- Provision of remote controller (Control Range: 100 feet max)
- Batteries: 2xEM90AHr, sealed VRLA, Gel, IATA Approved
- Battery Charger On-board, IP68, multi-input voltage 2 x 10A output
- Wheels/Tyres: Foam-Filled, Puncture-proof, 16x6.5-8
- Braking Regenerative & Electromagnetic as standard
- Other features:
 - Throttle/accelerator to be safe under all foreseeable conditions of operations (waterproof).
 - Keys witch off/on,
 - variable twist-grip throttle,
 - Dead-man handle,
 - Radio Control when laden,
 - Battery gauge,
 - Extended Strobe warning light
 - Varying design front attachments to suit different trolley type,
 - Range-extend battery pack,
 - Motion bleeper
 - Stainless Steel build,
 - Protection Features: Resettable Overload protection (high current trip/cut-off).
 - Diagnostic features:
 - The units should have diagnostic features with data downloading capabilities for maintenance failure analysis.
 - The minimum parameters which should be downloadable from the controller include the motor voltage, motor current, frequency and faults at last failure.
 - Horn
 - Tyres should be non-marking and non-skidding to be suitable for both indoor and out- door operations.

3.2.1.5 Product Catalogue:

- A bidder is required to provide an equipment catalogue that will demonstrate the equipment's specifications that is in line with the scope of works.

3.2.1.6 Commissioning Stage:

- Service provider will be required to ensure that the trolley pushers are assembled and are fully operational.
- Service provider to provide training to operators during commissioning stage.
- Trolley pushers to be procured and delivered to site.
- Trolley pushers must run approximately 8-hours as part of endurance testing with no failure.

3.2.1.7 Delivery Timelines

- A bidder is required to indicate an approximate date of availability of the equipment required.
- A successful bidder should be able to deliver the equipment within six (6) months after signing of contract.

3.2.1.8 Maintenance plan

- A successful bidder will be required to maintain all the equipment's for a period of two years.
- Trolley pushers to be supplied with a two-year maintenance plan.

3.2.1.9 Commissioning Documents:

- Operators Manual
- Maintenance manual
- Warranties and guaranties
- Stainless steel class certification
- After market support: Parts and spares availability confirmation letter.

3.2.1.10 Pictures



NB: Please take note that the picture used above is for demonstration purposes.

SCOPE OF WORKS / SPECIFICATIONS

3.2.1.11 Proposal Requirements

Detailed information for the functionality table to be seen on page 12 of 81:

- a. Company Experience: Bidder is required to provide a comprehensive traceable reference letters for Supply and Deliver OR Maintenance of Trolley Pushers or similar nature (Handling Equipment).
- b. Key Personnel Experience: Bidder to provide comprehensive curriculum vitae for Technician/Artisan.
- c. Key Personnel Qualification: Bidder to provide proof of qualification for Technician/Artisan.
- d. Methodology: Bidder to provide comprehensive methodology for this work.

3.2.1.12 Proof of Compliance with the Law

- a. Labour (Good Standing, OHS Act, etc.)
- b. Safety File (Refer to attached Annexure: Safety File Checklist)
- c. Industry related (works / product), Aviation related etc.
- d. Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site.

3.2.1.13 Permit Requirements / Access to Land / Buildings / Sites

- a. Describe arrangements for access to land / buildings / sites and any restrictions relating thereto
- b. Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA KSIA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.
- c. Permits are cards issued to persons employed and operational vehicles owned by airport-based companies.
- d. Conditions of Issue:
 - Acceptance of personal permit applications.
 - The conditions under which ACSA shall issue an ACSA security personal permit are as follows:
 - All applicants requiring permits for two (2) days to two (2) years for the first time or renewing permits shall be vetted.
 - All applicants requiring permits for six (6) days to two (2) years to gain access into airside must complete an airside induction course prior to applying for permits.
 - When the relevant application forms have been duly completed by the applicant and authorised by the nominated sponsor.
- e. The following necessary documents must be attached:
 - Identity documents.
 - Airside induction certification is required for the following zone access for permit holders:
 - red,
 - red and green,
 - red and blue,
 - red and yellow,
 - purple and red and red,
 - green and blue
- f. Airside Vehicle Operators Permit (AVOP) certificate for employers employed as drivers in order to be issued an AVOP permit.
- g. Watched and understood the security awareness briefing videos.
- h. All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.

- i. All cases that are vague shall be referred to the Joint Planning Committee (JPC) for approval.
- j. If an applicant has no previous convictions a permit can be issued.
- k. Applications of contractors and subcontractors shall be accepted if it is sponsored by a company / organisation or an individual operating at ACSA operated airports and the company / organisation is registered in the Airport Permit Issue System (APIS).
- l. Special visitors permit (ad-hoc) shall be issued to government agents and security companies dealing with valuable cargo.

3.2.2 ELECTRONIC PAYMENTS:

- a. Payments will be made to the Service Provider on a monthly basis.
- b. Thirty (30) days from date of invoice.

3.2.3 DISPOSAL REQUIREMENTS

- a. King Shaka International Airport has been recommended for ISO 14001-2015 accreditation. As such, we strive to continuously improve our operations thus minimising our impact on the environment. We therefore want to ensure that our service providers comply with all environmental requirements whilst operating on our site.
- b. Disposal during and after contract period:
 - The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract at KSIA.
 - The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.
 - Proof of such disposal must be submitted to ACSA.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

1. REPLACEMENT OF STAFF

- 1.1. Staff removed for any reason whatsoever shall be immediately replaced.
- 1.2. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace.

2. HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

- 2.1. All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request.
- 2.2. The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The successful bidder is expected to sign the undertaking in this regard as attached. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.
- 2.3. The Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.
- 2.4. Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.
- 2.5. Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.
- 2.6. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, landowners and/or members of the public may institute against the Contractor.
- 2.7. Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.
- 2.8. The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.
- 2.9. The following areas in the company are declared as "HOT WORKS PERMIT" areas:
 - All airside areas
 - All basement areas
 - All areas accessible to the public
 - All enclosed areas
 - The terminal building
 - Multi-Storey Office (MSO) Building
- 2.10. Any process in the above-mentioned areas involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
- 2.11. Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- 2.12. All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

- 2.13 No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.
- 2.14 No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.
- 2.15 The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
- 2.16 The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- 2.17 At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.
- 2.18 The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer's representative. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.
- 2.19 Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.
- 2.20 The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type as approved by the ACSA IT department.

NOTIFICATION OF SAFETY / HOUSEKEEPING INFRINGEMENT

Notification of Safety / Housekeeping Infringement	
Name of Contractor	
Name of Responsible Individual	
Activity in Progress at the Time of Infringement	
Nature of Infringement	
Serious	Minor
Issued By	
Name	
Date	
Time	
Contact Details	
Issued To	
Name	
Date	
Time	
Contact Details	

PERFORMANCE EVALUATION

Contractors will be evaluated on the following:

Item	Description	Rating						Comments
		1	2	3	4	5	N/A	
1.	Safety and Housekeeping:							
	– Safety Warning sign in place							
	– Isolation/cordon/Barricading off area							
	– Warning Signs in place							
2.	Reporting:							
	– Monthly Report submitted on time							
3.	Personal Protective Equipment:							
	– Wearing of PPE							
4.	Security and Uniform:							
	– ID card always clearly visible							
	– Clear sign of the name of company							
	– To be properly dressed in overalls with company name on the back for identification							
5.	Reliability:							
	– No repeat incident on equipment							
	– Keep agreed spares available							
6.	Submission of documentation:							
	– Quotes submitted with agreed time frame							
	– Invoice submitted on time							
7.	Workmanship:							
	– Quality of workmanship							
8.	Systems:							
	– Job card system in place and connected to ACSA CMMS							
9.	Preventative Maintenance Plan:							
	– Preventative Maintenance plan in place							
10.	Reaction Time:							
	– Speed of resolving calls based on CMMS information report							
11.	Safety Documentation:							
	– Submission and updating of Safety Documents							
Total Score:		/ 55						%

PERFORMANCE EVALUATION

Evaluation Comments:	

ACSA Representative	:	
Signature	:	
Date	:	
Service Provider	:	
Signature	:	
Date	:	
Service Manager	:	
Signature	:	
Date	:	

SECTION 4

RETURNABLE DOCUMENTS, DECLARATIONS AND SCHEDULES

RETUNABLE DOCUMENTS, DECLARATIONS AND SCHEUDLES

4.1 RETURNABLE DOCUMENTS

Bidders are requested to submit other essential returnable documents with the tender documents.

ACSA may request outstanding essential documents during the evaluation process and the bidder will be expected to provide such within a limited period. Failure to provide any outstanding information may lead to a proposal being deemed non-responsive.

#	Other Returnable Documents and Information	Main Bidder	JV Partner	Subcontractor
		Yes / No	Yes / No	Yes / No
1.	Acceptance of Terms and Conditions of this Bid a. Form duly completed and signed by the authorised signatory as acceptance of the terms and conditions of this Bid in its entirety.			
2.	Certificate of Attendance at Compulsory Clarification Meeting a. Form duly completed and signed by the Bidder b. Form to be signed and stamped by the ACSA representative.			
3.	SBD2: Tax Clearance Certificate for South African Companies a. Current tax clearance certificate issued by the South Africa Revenue Service (SARS) in respect of: Income Tax, Skills Development Levy, Unemployment Insurance Fund, Value Added Tax (VAT) and Pay As You Earn (PAYE) b. Bidders, who are not in a possession of a valid tax clearance certificate, are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS. c. This authorisation must include the bidder's taxpayer's tax reference number and a PIN issued by SARS. NB: No bid will be awarded to any person / entity whose tax matters have not been declared by the South African Revenue Service to be in order.			
4.	SBD3: Pricing Schedule / s a. Attach Supporting documents b. Separate Detailed price schedule			
5.	SBD4: Declaration of Interest form a. Form duly completed and signed			
6.	SBD6.1: Preference Points Claim Forms 6.1 PPPFA Form a. Form duly completed and signed in terms of PPPFA and its regulations 1.2 B-BBEE Status Information: a. Form duly completed. b. Provide sworn affidavit / s or B-BBEE certificate / s as prescribed by the B-BBEE Act. c. Applicable to Bidders and where applicable sub-contractors			
7.	SBD8: Declaration of Bidder's Past Supply Chain Practices a. Form duly completed and signed			
8.	SBD9: Certificate of Independent Bid Determination a. Form duly completed and signed			
9.	Declaration of Correctness of Bid a. Form duly completed and signed			
10.	SBD10: Non-Disclosure Agreement a. Form duly completed and signed			

RETUNABLE DOCUMENTS, DECLARATIONS AND SCHEUDLES

#	Other Returnable Documents and Information	Main Bidder	JV Partner	Sub – Contractor
		Yes / No	Yes / No	Yes / No
11.	SBD 11: Record of Addenda a. Issued to bidders before the bid closing date b. To be completed only if ACSA issued addenda			
12.	SBD 12: Authority for Signatory a. Form duly completed and signed b. Provide supporting documentation as indicated.			
13.	Entity Information			
	13.1 Registration of Entity a. Certified CIPC Registration documents for entities b. Close Corporation, Ltd, Pty Ltd, Trust registration documents listing all members / shareholder / trustees with percentages, in case of a CC or Pty Ltd			
	13.3 Members / Directors / Owners Information a. Certified copies of South African Identity Documents or Valid Passports of Members / Directors / Owner / s (In a case of a sole proprietor or Partnership)			
	13.4 Shareholder / Member / Partner Information b. Provide Certified copies of latest Share Certificate / s or Share breakdown			
	13.5 Partnership Information a. A partnership letter / Partnership agreement			
	13.6 Joint Venture Information a. A Joint Venture Agreement			
	13.7 Company Profile a. Company Profile / s of the Bidder and b. where applicable all sub-contractor / s.			
14.	Insurance Commitment a. Complete and sign the Insurance Requirements Acknowledgement. b. Bidder to provide a letter duly signed by an authorised individual to satisfy the insurance requirements.			
15.	Valid Letter of Good Standing in terms of COID Act* • Bidder (and where applicable, sub-contractor) must provide Letter of Good Standing with the office of the Compensation Commissioner regarding the Compensation for Occupational Injuries & Disease Act. (Copy with original stamp) • Must be valid at the time of close of bid and a valid certificate must be produced at the time of award if the certificate expires between close of bid and award.			
16.	National Treasury Central Supplier Database • Proof of Registration on the National Treasury Central Supplier Database. • Bidder to provide Unique Number and PIN • The website for self-registration is www.csd.gov.za .			

RETUNABLE DOCUMENTS, DECLARATIONS AND SCHEUDLES

#	Other Returnable Documents and Information	Main Bidder	JV Partner	Sub – Contractor
		Yes / No	Yes / No	Yes / No
17.	Sub-Contracting • Bidder's to complete the table on proposed sub-contractors.			
18.	Operational Plan • Detailed Operation Plan for this works – as requested for in the Functionality Table.			
19.	Locality a. Provide a Municipality Bill that is not more than 6 months old b. a valid and certified copy of the Lease Agreement. OR c. Where a bidder is a sole proprietor and cannot produce i) or ii) above, a sworn affidavit may be produced to prove locality of business.			
20.	Product Specification a. Provide a product specification/catalogue of the item required.			
21.	Form of Offer a. Form duly completed and signed			

TAX CLEARANCE CERTIFICATE REQUIREMENTS

SBD2

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates 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.

Jeyrel: Mdk416-SBD2 tax clearance

Note: Please ensure the updated SARS requirements are satisfied.

Provide the relevant SARS information of the Main Bidder / s, JV Partner /s and or Sub-Contractors

	Bidding Entity Name	Certification Included <small>√ / X</small>	SARS Reference Number	SARS Pin Number
1. Main Bidder / s :				
2. JV Partner / s :				
3. Sub-Contractor / s :				

PRICING SCHEDULES**SBD3****1. Schedule 1: Supply, Deliver & Commission Trolley Pushers**

#	Description	Quantity / Unit of Measure	Unit Price Excluding VAT and Escalations	Price Excluding VAT and Escalations
1.1.	Trolley pushers <i>(Full set required for pusher's operation)</i>	10	R	R
1.2.	Charge point <i>(If applicable)</i>	4	R	R
1.3.	Coupling/Bracket suitable for pushing one column of trolleys.	10	R	R
1.4.	Forward Cover NB: <i>(Only in the case where any portion of the goods to be delivered are imported)</i>	1	R	R
1.5.	Maintenance Plan	24 Months	R	R
1.6.	Insurance and public liability cover of R 275 000 liability cover for damage to 3 rd party property for the duration of the contract.	1	R	R
1.7.	Delivery	SUM	R	R
			Sub-total	R
			VAT	R
			Total	R

PRICING SCHEDULES

SBD3

2. Pricing Schedule 2: Labour Rates Per Hour

#	Skill	Hourly Rates	After Hours Rates			
			Weekdays	Saturdays	Sundays	Public Holidays
1.	Technician/Artisan	R	R	R	R	R
2.	Technical Assistant	R	R	R	R	R

Provisional Sums and 3rd party costs will be reimbursed against proven cost

3. Final Summary Pricing Schedule: Supply, Deliver, Commission and Maintain Trolley Pushers

TOTAL	
Subtotal excluding VAT (excluding escalations)	R
VAT Amount on the Total	R
Grand Total including VAT (excluding escalations)	R

4. Mark-Up of 3rd Party Procurement

- a. Spares and sub-contracted work will be charged at cost plus mark-up.
- b. VAT shall not form part of mark-up calculations.
- c. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
- d. Mark-up percentage will be subject to negotiations between the Bidder and ACSA.

Mark-Up	
Indicate % Mark-Up on 3 rd Party procured items and Services	%

PRICING SCHEDULES

SBD3

Mark-Up	
Value of Item or Services	Mark Up Percentage
R0 - R2,000	%
R2,001 - R5,000	%
R5,001 - R10,000	%
R10,001 - R50,000	%
Over R50,000	%

Bidder / Entity's Name :

Represented By :

Name and Surname :
Duly Authorised Person to Sign

Signature :

Date :

DECLARATION OF INTEREST

SBD4

1. Any legal **person**⁰, including persons employed by the **state**¹, 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:

1.1 the bidder is employed by the state; and / or

1.2 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**², Shareholder) :

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 / personnel numbers must be indicated in Paragraph 4 below.

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 :

DECLARATION OF INTEREST

SBD4

- 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 attach 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

2.7.2.1 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

DECLARATION OF INTEREST

SBD4

3. Full details of Directors / Trustees / Members / Shareholders

Full Name	Identity Number	Personal Tax Reference Number	Employee / Personnel Number

4. Declaration

I, the undersigned (name).....
certify that the information furnished in Paragraphs 2 and 3 above is correct. I accept that the State 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.

Bidder Name :

Name :

Position :

Signature :

Date :

Definition:

- ¹ **"State"** means:
 - a. any national or provincial department, national or provincial public entity (state owned 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

⁰ **"Legal Person"**: an individual, company, or other entity which has legal rights and is subject to obligations.

PPPFA CLAIM FORM

SBD 6.1

Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: Before completing this form, Bidders must study the General Conditions, Definitions and Directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - a. the 80 / 20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
 - b. the 90 / 10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).
- 1.2 This bid:
 - a. The value of this bid is estimated to not exceed R50,000,000 (all applicable taxes included) and therefore the 80 / 20 preference point system shall be applicable
- 1.3 Preference points for this bid shall be awarded for:
 - a. Price; and
 - b. B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
Price	80
B-BBEE Status Level of Contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

PPPFA CLAIM FORM

SBD 6.1

- 2.3 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.6 **“functionality”** means the ability of a Bidder to provide goods or services in accordance with specifications as set out in the Bid documents.
- 2.7 **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8 **“proof of B-BBEE status level of contributor”** means:
 - 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 The 80/20 or 90/10 Preference Point Systems

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

PPPFA CLAIM FORM

SBD 6.1

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? *(tick applicable)* Yes No

7.1.1 If yes, indicate:

i) what percentage of the contract will be subcontracted? %

ii) the name of the sub-contractor?

iii) the B-BBEE status level of the sub-contractor?

iv) whether the sub-contractor is an EME or QSE *(tick applicable)* Yes No

PPPFA CLAIM FORM

SBD 6.1

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:
(tick appropriate box)

	EME	QSE
Black People	<input type="checkbox"/>	<input type="checkbox"/>
Black People who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black People wo are women	<input type="checkbox"/>	<input type="checkbox"/>
Black People with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black People living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by Black People	<input type="checkbox"/>	<input type="checkbox"/>
Black People who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

8. DECLARATION WITH REGARD TO COMPANY / FIRM

8.1 Name of Company / Firm : _____

8.2 VAT Registration Number : _____

8.3 Company Registration Number : _____

8.4 Type of Company/ Firm:

- Partnership /Joint Venture / Consortium
- One person business / sole propriety
- Close Corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 Describe Principal Business Activities:

8.6 Company Classification:

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

PPPFA CLAIM FORM

SBD 6.1

8.7 Total number of years the company / firm has been in business:

8.8 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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.

Witnesses:

1.

2.

Signature / s of Bidder / s

Date :

Address :

B-BBEE STATUS INFORMATION

Provide B-BBEE certificates and / or affidavits as prescribed by the B-BBEE Act

1. Company B-BBEE Information

		Certification Included √ / X	B-BBEE Level
1.1	Main Bidder / s	:	
1.2	JV Partner / s	:	
1.3	Sub-Contractor / s	:	

2. Company Ownership / Shareholder Information

a. Directors

Full Names	ID Number	Valid Passport Number	Gender Profile <i>Male / Female / Other</i>	Racial Profile <i>African / Asian / Coloured / White</i>	Nationality <i>South African / Other (Specify)</i>	Disability Status <i>African / Asian / Coloured / White</i>	%

b. Shareholders

Full Names	ID Number	Valid Passport Number	Gender Profile <i>Male / Female / Other</i>	Racial Profile <i>African / Asian / Coloured / White</i>	Nationality <i>South African / Other (Specify)</i>	Disability Status <i>African / Asian / Coloured / White</i>	%

DECLARATION OF BIDDER’S PAST SUPPLY CHANGE MANAGEMENT PRACTICES SBD8

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

DECLARATION OF BIDDER'S PAST SUPPLY CHANGE MANAGEMENT PRACTICES SBD8

5. Certification

I, the undersigned (name)
certify that the information furnished on the Declaration Form is true and correct

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Bidder Name	:	
Name	:	
Position	:	
Signature	:	
Date	:	

CERTIFICATE OF INDEPENDENT BID DETERMINATION**SBD9**

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ ***Includes price quotations, advertised competitive bids, limited bids and proposals.***

² ***Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.***

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD9

I, the undersigned, in submitting the accompanying bid:

.....

(Bid Number and Description)

in response to the invitation for the bid made by:

Airports Company South Africa: King Shaka International Airport (ACSA-KSIA)

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 Bidding Company)

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:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD9

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.

Bidder Name	:	
Name	:	
Position	:	
Signature	:	
Date	:	

Js914w 2

³ **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.

DECLARATION OF CORRECTNESS OF BID

Bidder Name	:	
Authorised Signatory Name	:	
Position	:	
Signature	:	
Date	:	

Hereby declare that the information furnished in the bid is entirely true and correct; and the bid is submitted on condition that the Bidder; its facilities, etc., shall at any stage be subject to inspection.

NON-DISCLOSURE AGREEMENT

SBD10

This Non-Disclosure Agreement is entered into between:

- 1. Bidder Name :
 - Herein represented by :
 - Identity Number / Registration Number :
- and
- 2. Bid Requestor : Airports Company South Africa
 - Herein represented by :
 - Identity Number / Registration Number : 1993/004149/30

1. THE PARTIES

1.1 The parties to this agreement are:

- 1.1.1
- 1.1.2 Airports Company South Africa

2. INTERPRETATION

- 2.1 In this agreement, unless inconsistent with or otherwise indicated by the context
 - 2.1.1 Words importing:
 - 2.1.1.1 *Any one gender include the other two genders*
 - 2.1.1.2 *The singular include the plural and vice versa*
 - 2.1.1.3 *Natural persons include created entities (corporate or unincorporated) and vice versa*
- 2.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
 - 2.2.1 Confidential Information:
 - 2.2.1.1 *Any information or other data of whatsoever nature relating to Airports Company South Africa and the affiliated airports may disclose or provide to pursuant to this agreement, whether written, graphical or oral, including but not limited to*
 - 2.2.1.1.1 Technical information, techniques, know-how, operating methods and procedures
 - 2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies
 - 2.2.1.1.3 Computer data, programmes and information, price lists, customer lists (whether actual or potential
 - 2.2.1.1.4 Products, drawings and plans
 - 2.2.1.1.5 Marketing information of whatsoever nature or kind;
 - 2.2.1.1.6 Financial information or whatsoever nature or kind

NON-DISCLOSURE AGREEMENT

SBD10

2.2.2 Parties:

2.2.2.1 *and the Airports Company South Africa*

2.3 A reference to a third party includes that party's successors and permitted assigns

2.4 Any reference to an enactment is to that enactment, as amended, as at the date of signature hereof, and as amended or re-enacted from time to time

2.5 If any provision in a definition in this agreement is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the operative part of this agreement

2.6 When any period is prescribed in this agreement, that period shall be exclusively of the first day and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day

3 RECITALS

3.1 The Airports Company South Africa will disclose certain confidential and proprietary information and data to, for the purposes of devising a proposal on the independent environmental compliance auditing and reporting for the Airports Company South Africa.

4 BASIS OF DISCLOSURE OF INFORMATION

4.1 acknowledges that

4.1.1 The undertakings given by it are absolutely essential to protect the interests of the Airports Company South Africa

4.1.2 The unauthorized use or disclosure of the confidential information disclosed to it may lead to the Airports Company South Africa suffering very substantial and irreversible damages

5 UNDERTAKINGS

5.1 undertakes

5.1.1 To use the confidential information disclosed to it solely for the purposes of assessing the data for devising a proposal on conducting an independent environmental compliance auditing; and no other purpose whatsoever

5.1.2 To treat as confidential and not to disclose any confidential information to any person whatsoever

5.1.3 To take all reasonable steps to prevent the copying of the said confidential information by any means without the prior written approval of the Airports Company South Africa

5.1.4 To conduct research in the utmost good faith

5.2 The undertakings contained in 5.1 will apply during the operative period and indefinitely thereafter

5.3 The above undertakings will not apply to any confidential information

5.3.1 Which is already known or in the possession of at the time of the discussion relating to the proposed research, provided such possession is evidenced by the written records of existing at the date hereof.

NON-DISCLOSURE AGREEMENT

SBD10

- 5.3.2 Which has become part of the public domain by publication or otherwise, other than by negligence or default ofor by the breach of this agreement by
- 5.3.3 Which has lawfully become known by of on a non-confidential basis from a source (other than the other party) having the legal right to disclose the confidential information

6. ARBITRATION

- 6.1 Any dispute arising from or in connection with this agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator or arbitrators appointed by AFSA, which arbitration shall be held in Durban
- 6.2 This clause 6 shall be severable from the remaining provisions of this agreement and shall continue to be of application, notwithstanding the cancellation or purported cancellation or termination of this agreement.

7 NOTICE

- 7.1 Any written notice in connection with this agreement may be addressed
 - 7.1.1 In the case of:
Airports Company South Africa
P.O. Box 57701
King Shaka International Airport
4407
South Africa
 - 7.1.2 In the case of
.....
.....
.....
.....
- 7.2 The notice shall be deemed to have been duly given: 14 days after posting, if posted by registered post to the party’s address in terms of this sub-clause
- 7.3 On delivery, if delivered to the party’s physical address in terms of this sub-clause or the next sub-clause dealing with the service of legal documents
- 7.4 On despatch, if sent to the party’s then Telefax number and confirmed by registered letter posted no later than the next business day
- 7.5 A party may change that party’s address and Telefax number for this purpose, by notice in writing to the other party
- 7.6 The parties choose the following addresses at which documents in legal proceedings in connection with this agreement may be served (i.e. their domicilium citandi et executandi)
 - 7.6.1 In the case of:
Airports Company South Africa
South Africa
 - 7.6.2 In the case of
.....

NON-DISCLOSURE AGREEMENT

SBD10

8. GENERAL

- 8.1 This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of this agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement
- 8.2 Neither party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement
- 8.3 No contract varying, adding to, deleting from, notating or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties
- 8.4 No indulgence granted by a party shall constitute a waiver or abandonment of any of the party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future
- 8.5 Save as set out in this agreement, neither party may cede rights nor delegate any obligations in terms of this agreement without the written consent of the other party

9. ACCEPTANCE

In Witness Whereof, this Agreement has been executed by each of the parties as of the date first set forth above

Signed at :

On date :

Service Provider :

Witnesses 1 :

Witnesses 2 :

Signed at :

On date :

ACSA : Airports Company South Africa

Witnesses 1 :

Witnesses 2 :

AUTHORITY FOR SIGNATURE

SBD12

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the board of Directors on :

Mr / Mrs / Ms :

whose signature appears below) has been duly authorised to sign all documents in connection with this Tender on behalf of

Name of Company :

In his / her capacity as :

Signed on behalf of the Company :

Signature :

Witness :

Date :

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned :

hereby confirm that I am the sole owner of the business trading as:

Name of Company :

Signature :

Witness :

Date :

AUTHORITY FOR SIGNATURE

SBD12

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

FULL NAME OF PARTNER	RESIDENTIAL ADDRESS	SIGNATURE

We, the partners in the business trading as :

hereby authorise :

to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and / or contract on behalf of

Signature :

Date :

Signature :

Date :

Signature :

Date :

AUTHORITY FOR SIGNATURE

SBD12

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Close Corporation.

Name of Close Corporation :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Witness :

Date :

AUTHORITY FOR SIGNATURE

SBD12

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Co-Operative.

Name of Co-Operative :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

AUTHORITY FOR SIGNATURE

SBD12

F. JOINT VENTURES

If a Tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed / reached by the joint venture partners on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signatures appear below, has been authorised to sign all documents in connection with this bid on behalf of this Joint Venture.

Name of Joint Venture :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

AUTHORITY FOR SIGNATURE

SBD12

G. CONSORTIUM

If a Tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Consortium:

By resolution of Consortium partners at a meeting held on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Consortium

Name of Consortium :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

PROOF OF REGISTRATION OF ENTITY

Certified CIPC Registration documents / Partnership Agreement / JV Agreement / Registered Trust Document AND Identities documents of all shareholders, directors, members, trustees or partners to be provided.

INSURANCE COMMITMENT

INSURANCES:

- Professional Indemnity, Public Liability, etc.
- Summary of Terms and other Matters Applicable to Employer Provided Insurance
- Insurance requirements for contracts below R50million on the Airside

1. PART 1: NOTES TO SCHEDULE:

- a. The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- b. Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- c. This Insurance Schedule is a generic term sheet generally applicable to the *Employer's* projects. In the circumstances:
 - (i) If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
 - (ii) If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- d. The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the bidder to obtain copies of the policies and satisfy itself of the actual terms as required by the bidder.

2. PART 2: ACSA MAINTENANCE CONTRACTS INSURANCE CLAUSE:

2.1. Insurance Affected by the Employer:

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

- a. Public Liability Insurance which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25,000 for Property Damage claims only but R250,000 where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
 - (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
 - (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

INSURANCE COMMITMENT

- (A) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
- (B) Complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
- (C) Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.
- (D) The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.
- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
- (vi) Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vii) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.
- (viii) In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

2.2. Insurance Affected by the Contractor:

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- a. Insurance of Contractors Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- b. Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- c. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- d. Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25,000 or R250,000 as stated above.
 - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - (A) Be affected with Insurers and on terms approved by the Employer.
 - (B) Be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (C) Submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

INSURANCE COMMITMENT

- (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

2.3. Sub-Contractors:

The Contractor shall:

- a. Ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause; and
- b. Enforce the compliance by Sub-Contractors with this clause where applicable.

2.4. Bidder Acknowledgement:

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract.
- b. Proof of insurance must be submitted to the satisfaction of ACSA upon award.

Bidder / Entity Name	:	
Authorised Signatory Name <i>Duly Authorised Person to Sign</i>	:	
Position	:	
Signature	:	
Date	:	

VALID LETTER OF GOOD STANDING IN TERMS OF COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COID) ACT

Letter of good standing to be provided

NATIONAL TREASURY CSD REGISTRATION

Provide the relevant information of registration on the National Treasury Central Supplier Database (NT CSD) for the Main Bidder / s, JV Partner /s and or Sub-Contractors.

	NT CSD Reference Number	NT CSD in Number
1. Main Bidder / s :		
2. JV Partner / s :		
3. Sub-Contractor / s :		

FUNCTIONALITY

Provide the relevant information to respond to the functionally requirements

TRADE REFERENCES

The table below must be completed fully to provide ACSA with relevant Company / Entity Experience and Reference Information

a. Provide reference letters / certificates of completion

#	Project Summary	Start Date – End Date	Project Value (R)	Contactable Reference Information
1.	Similar Previous Works – Describe and Indicate Client	13 Mar 2014 – 30 Jun 2014	R X million	Company Name: XYZ Company Contact Person: Chairperson: J Soap Contact Number: 031 999 9999 Email Address: JSoap@ComplexABC.com
1.				Company Name: Contact Person: Contact Number: Email Address:
2.				Company Name: Contact Person: Contact Number: Email Address:
3.				Company Name: Contact Person: Contact Number: Email Address:
4.				Company Name: Contact Person: Contact Number: Email Address:

KEY PERSONNEL

Key Personnel (Roles and Responsibilities)

- a. Details of proposed team for this works including relevant experience and qualifications.
- b. The team must be appropriately qualified.
- c. Provide CVs and certified copies (copy with original stamp) of their relevant qualifications etc.

#	Name	Position	Provide CV and Other Supporting Document's	Area of Specialisation	Number of Years Relevant Experience	Qualification / Training / Trade Test Proof
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

SUB-CONTRACTING AND TRANSFORMATION COMMITMENT

Transformation Commitment - Schedule of Proposed Sub-Contractors

- a. Bidders are requested to provide a schedule of proposed key sub-contractors intended to be used on the project.
- b. The schedule should be structured under the following headings.

No	Sub-Contractor	Trade to be Subcontracted	% of Works or Services to be Subcontracted	Amount of Work or Service to be Subcontracted	BBBEE Level	CIDB Grade	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	20%	R280,000	Level 1	4GB	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abcontractors.co.za
1.								
2.								
3.								
4.								

FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply, Deliver, Commission and Maintain Trolley Pushers

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidders offer to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS	
 	R
<i>In Words</i>	<i>In Numbers</i>

The Bidder confirms that they have read the Contract referred to in C1.2 Contract Data.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Bidder / Entity's Name	:	
Represented By	:	
Capacity	:	
Signature	:	
Date	:	

FORM OF OFFER AND ACCEPTANCE

For the Bidder:

(Insert name and address of organisation)

Bidder / Entity's Name	:	
Address	:	
Witness Name	:	
Signature	:	
Date	:	

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Attached Appendices

And the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

FORM OF OFFER AND ACCEPTANCE

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Name of Employer :	
Address :	
Telephone Number :	
Facsimile Number :	
Name (of person authorised to sign on behalf of the Bidder) :	
Capacity :	
Signature :	
Date :	
Witness Name :	
Signature :	
Date :	

FORM OF OFFER AND ACCEPTANCE

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Bid documents issued by ACSA prior to the Bid closing date is limited to those permitted in terms of the Bid Data and the Conditions of Bid.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject	:	Subcontracting
Details	:	The Contractor shall not sub-contract more than 25% of the Contract Price to another enterprise that does not have equal or higher (better) B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
2. Subject	:	
Details	:	
3. Subject	:	
Details	:	
4. Subject	:	
Details	:	
5. Subject	:	
Details	:	

FORM OF OFFER AND ACCEPTANCE

By the duly authorized representatives signing this Schedule of Deviations, ACSA and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and ACSA this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Bidder:

Bidder / Entity's Name	:	<input type="text"/>
Address	:	<input type="text"/>
Name	:	<input type="text"/>
Signature	:	<input type="text"/>
Date	:	<input type="text"/>
Witness Name	:	<input type="text"/>
Signature	:	<input type="text"/>
Date	:	<input type="text"/>

FORM OF OFFER AND ACCEPTANCE

For the Airports Company South Africa

Name :

Signature :

Date :

Witness Name :

Signature :

Date :

SECTION 5

CONTRACT

CONTRACT DATA

1. General Conditions Of Contract

2. Form of Contract

- a. ACSA's Service Agreement / NEC3 will apply – Refer to sample attached
- b. In addition, consultants and contractors to comply with all relevant legislation and ACSA rules and regulations.

SECTION 6

APPENDICES

APPENDICES

The following appendices are attached separately:

Appendices (Attached Separately)

Appendix 1 : Bid Advert

NB: Following Appendices to be completed by the successful bidder. (included for information purposes)

Appendix 2 : Safety File Requirements

Appendix 3 : Permit to Work

Appendix 4 : Different Category of Permits

Appendix 5 : EMS048 ACSA Service Maintenance Contractors Environmental Terms

Appendix 6 : Environmental Impact of Service and Maintenance Contractors

Appendix 7 : Environmental Management System Policy Statement

Appendix 8 : Sample Contract

SECTION 7

BID COMPLETION CHECK LIST

BID COMPLETION CHECK LIST

Item #	Item Description	Completed	Signed	Supporting Documents Included
1.	Acceptance of the terms and conditions of this RFP			
2.	Certificate of Attendance at Compulsory Clarification Meeting			
3.	SBD2: Tax Clearance Certificate Requirements			
4.	SBD3: Pricing Schedule / Priced Bill of Quantities			
5.	SBD4: Declaration of Interest			
6.	SBD6.1: Preference Points Claim Forms			
7.	B-BBEE Status Information			
8.	SBD8: Declaration of Bidder's Past Supply Chain Practices			
9.	SBD9: Certificate of Independent Bid Determination			
10.	Declaration of Correctness of Bid			
11.	SBD10: Non-Disclosure Agreement			
12.	SBD 11: Record of Addenda			
13.	SBD 12: Authority for Signatory			
14.	Entity Information			
14.1.	Valid Proof of Registration of Entity			
14.2.	Members / Directors / Owners Information (if applicable)			
14.3.	Shareholder / Member / Partner Information (if applicable)			
14.4.	Partnership Information (if applicable)			
14.5.	Joint Venture Information (if applicable)			
14.6.	Company Profile (Main Bidder, JV's, Sub-Contractors - where applicable)			
15.	Insurance Commitment			
16.	Valid Letter of Good Standing in terms of COID Act*			
17.	National Treasury Central Supplier Database Registration			
18.	Mandatory Criteria- response to requirements			
19.	Functionality Criteria – response to requirements			
20.	Product Specification/Catalogue that demonstrate the specification of the items to be supplied and delivered.			
21.	Trade References and supporting information			
22.	Key Personnel - CV's and supporting documentation			
23.	Sub-Contracting and Transformation Commitment			
24.	Proof of Locality – provide municipal bill / lease / affidavit			
25.	Form of Offer and Acceptance			