REQUEST FOR BIDS (RFB)
Professional Services: Front End Engineering Design (FEED) Package for Fuel Gas Trigeneration Plants at O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport

BID REFERENCE NUMBER : COR6116/2019

ISSUE DATE : 15 October 2019

COMPULSORY BRIEFING SESSION : 29/30 October 2019 & 1 November at 12h00 (mid-day)
Bidder must attend at least one session.

QUERIES CLOSURE DATE AND TIME : 8 November 2019 at 16h00

BID CLOSING DATE AND TIME : 11 December 2019 at 12h00 (mid-day)

BID SUBMISSIONS DELIVERY : O R Tambo International Airport
: ACSA offices, Terminal “A”, 3rd Floor North Wing
: (en route to Terminal “A” Viewing Deck)
: TENDER BOX “C”

BIDDER NAME :

CONTACT PERSON :

BIDDER DETAILS / STAMP :
INTRODUCTION

Since inception, 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 BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY
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<td></td>
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<td>Appendix C : Safety File Requirements</td>
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<td>Appendix F : EMS048 ACSA Service Maintenance Contractors Environmental Terms</td>
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<td></td>
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<td></td>
</tr>
<tr>
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<td><strong>Bid Completion Check List</strong></td>
<td>104</td>
</tr>
</tbody>
</table>
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 this bid document in its entirety (pages 1 – 104);
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. The Scope of Work
6. Pricing Data (including the Pricing Instructions, Pricing Schedules or Bill of Quantities);
7. Inclusive of all appendices as listed in accordance with the terms set herein.

Bidding Entity Name :

Authorised Signatory Name :

Position :

Signature :

Date :
SECTION 1
INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Airports Company South Africa invites bidders for the following bid:

Professional Services: Front End Engineering Design (FEED) Package for Fuel Gas Trigeneration Plants at O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport

1.1 AVAILABILITY OF TENDER DOCUMENTS
Bid documents are available for download on the following websites from 15 October 2019

- National Treasury (www.etenders.gov.za)
- ACSA (www.airports.co.za)

1.2 QUERIES RELATING TO THIS BID DOCUMENT/S
1.2.1 Any and all queries / communication relating to this tender must be reduced to writing via email, indicating the bid reference number:

   - Email: tenders.scm1@airports.co.za

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

1.3 SUBMISSION OF BID DOCUMENTS
All bids must be submitted to one central point viz. O R Tambo International Airport.

Bids can only be submitted between 4 December 2019 and 12:00 (mid-day) 11 December 2019.

1.3.1 The bid/tender documents (1 Original and 1 Copy) must be in printed format, and sealed in a clearly marked envelope/package marked with Tenderer’s name, Tender Reference Number and Tender Description and delivered to the following address:

- O R Tambo International Airport (Kempton Park, Johannesburg)
- ACSA offices, Terminal “A”, 3rd Floor North Wing
- (en route to Terminal “A” Viewing Deck)
- Tender Boxes clearly marked on the wall
- TENDER BOX “C”

1.3.2 The Bidder’s address must be reflected on the back of the envelope / package.

1.3.3 Bid Documents must be securely bound to avoid loss of pages etc.

1.3.4 There will be No public opening of the bids.

**Bid must be submitted on or before 12:00 (mid-day) on 11 December 2019 - South African Time. Tender box opened for submission from 4 December 2019 to mid-day 11 December 2019.**

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/information on the tender may only be requested until 8 November 2019 at 16:00.

1.5.2 Any responses to queries or for clarity sought by a bidder will be sent to all the entities which have responded to this bid on or before 13 November 2019 at 16:00.

1.6 BRIEFING SESSION AND SITE INSPECTION

1.6.1 There will be COMPULSORY BRIEFING SESSIONS as follows:

It is not necessary to attend all the briefing sessions unless the bidder chooses to.

Bidder must attend at least one of the compulsory briefing sessions.

a) Cape Town International Airport: 29 October 2019 at 12h00 (mid-day)
   Ground Floor – Terminal Building
   MEDIA CENTER - Located next to AMS
   (Near the Central International Arrivals area)

b) King Shaka International Airport : 30 October 2019 at 12h00 (mid-day)
   Ground Floor, MSO Building, (Located in the pick-up zone area)
   ISIBAYA BOARDROOM

c) O R Tambo International Airport : 1 November 2019 at 12h00 (mid-day)
   Ground Floor - Terminal Building
   MEDIA ROOM (Located next to the Post Office)

1.6.2 SITE INSPECTIONS will be held immediately after the briefing sessions at each of the airports.
   Site inspections are not compulsory. It is recommended though that the bidder attend at least one of the
   site inspections for better understanding of the airport environment.

1.6.3 ACSA may not be held accountable for loss, damage or injury to the tenderer or the tenderer’s property
   during Briefing and site inspection sessions.

1.7 BID RESPONSES

1.7.1 Bid responses must be strictly prepared and returned in accordance with this bid 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 bid.

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

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 one hundred and twenty (120) 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.

1.10 FAXED OR E-MAILED BID/TENDER SUBMISSIONS WILL NOT BE CONSIDERED

1.10.1 Tenders that are submitted via courier will be accepted.

1.10.2 ACSA will not be liable for any costs incurred in the preparation of the tender.

1.10.3 ACSA shall not be held liable for the tender that was submitted via courier after the closing date and time.

1.11 HOT-LINE

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

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

1.12.1 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.

<table>
<thead>
<tr>
<th>Available Options</th>
<th>Tick (✓) The Chosen Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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 tender offer will submit one set of returnable documents with representative signatures from each JV partner or contractor and its subcontractor/s.</td>
<td></td>
</tr>
<tr>
<td>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 sub-contractor/s.</td>
<td></td>
</tr>
</tbody>
</table>

All parties to the bid (JV Partners and Sub-contractors) must submit all the required returnable documents.
1.13 CONFIDENTIALITY OF INFORMATION

1.13.1 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.

1.13.2 Furthermore, ACSA will not disclose the results of the Bid until the bid process has been finalised.

1.13.3 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 AND CRITERIA

EVALUATION PROCESS

ACSA will use pre-determined evaluation criteria when considering received bids. 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.

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.

The 80/20 Preference Point System applies to this bid.

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

TABLE 1: EVALUATION STAGES/PHASES

<table>
<thead>
<tr>
<th>STAGE / PHASE 1</th>
<th>STAGE / PHASE 2</th>
<th>STAGE / PHASE 3</th>
<th>STAGE / PHASE 4</th>
<th>STAGE / PHASE 5</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Mandatory Criteria</td>
<td>Functionality Criteria</td>
<td>Other Essential Documents</td>
<td>Price &amp; B-BBEE</td>
</tr>
</tbody>
</table>

The bidder must comply with each stage of the evaluation process in order to move to the next phase of evaluation.

Failure to comply with each stage of the evaluation process, will make the bidder liable for disqualification.
Returnable Documents

Notes:

- Where an original document is not a strict requirement, a certified copy with an original commissioner’s stamp must be supplied.
- Where the bidder joins forces with or subcontract to other entity/ies, the bidder must provide the returnable documents and schedules for the other parties. The table below guides tenderers on the required documents for all the respective parties. Failure to submit documents of the JV Partners and/or subcontractors may result to disqualification.

**TABLE 2 : RETURNABLE DOCUMENTS**

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Description</th>
<th>Required Documentation / Information</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Inclusion or exclusion in this Bid submission</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Main Contractor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Yes / No</td>
</tr>
</tbody>
</table>

**STAGE/PHASE 1: PRE-QUALIFICATION/ELIGIBILITY CRITERIA**

2.0 The bidder must be a minimum B-BBEE status Level 4 contributor. (i.e This bid is only open to Bidders who have a B-BBEE Level 1, 2, 3 or 4)

- Provide sworn affidavit/s OR B-BBEE certificate/s as prescribed by the B-BBEE Act.
- Where B-BBEE certificate is provided – it must be from a verification agency that is accredited by SANAS.

**STAGE/PHASE 2: MANDATORY CRITERIA**

2.1 Attendance at Compulsory Briefing Session
- The register must be signed at the Briefing meeting
- Certificate of Attendance at Compulsory Briefing Meeting must be completed and Signed at meeting – same must be included in the bid document.

2.2 Mechanical Engineer to have Professional Registration with Engineering Council of South Africa (ECSA)
- Proof of Registration to be provided

2.3 Electrical Engineer to have Professional Registration with ECSA
- Proof of Registration to be provided

2.4 Civil Engineer to have Professional Registration with ECSA
- Proof of Registration to be provided

2.5 Process Engineer to have Professional Registration with ECSA
- Proof of Registration to be provided

Pricing Schedules (SBD3)
- Bidder must complete and submit the Pricing Schedules as included in the bid document.

**STAGE/PHASE 3: FUNCTIONALITY CRITERIA**

2.6 Company / Entity Experience
- Refer table 3 & bid doc for detailed functionality requirements

Key Personnel Experience
- Refer table 3 & bid doc for detailed functionality requirements

Methodology & Approach for execution of this FEED Study
- Refer table 3 & bid doc for detailed functionality requirements

Project Plan for this FEED Study
- Refer table 3 & bid doc for detailed functionality requirements

Quality Management for this FEED Study
- Refer table 3 & bid doc for detailed functionality requirements

Knowledge Management for FEED Study
- Refer table 3 & bid doc for detailed functionality requirements

Human Resource Plan
- Refer table 3 & bid doc for detailed functionality requirements

NB: Bidders who fail to score the Minimum Threshold Points Per Criteria And Minimum Total Points for Functionality will be Disqualified.

**STAGE/PHASE 4: OTHER ESSENTIAL DOCUMENTS**
<table>
<thead>
<tr>
<th>Ref.</th>
<th>Description</th>
<th>Required Documentation / Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Page 4</strong></td>
<td>Acceptance of the terms and conditions of this RFB</td>
<td>Form duly completed and signed by the authorised signatory as acceptance of the terms and conditions of this Bid in its entirety.</td>
</tr>
<tr>
<td><strong>2.7</strong></td>
<td>Schedule of Proposed Sub-Contracts</td>
<td>If applicable, Schedule must be completed</td>
</tr>
</tbody>
</table>
| **2.8** | Proof of registration on National Treasury Central Supplier Database (CSD). | - Bidder to provide Unique Number & PIN  
- The website for self-registration is www.csd.gov.za. |
| **2.9** | Tax Clearance Certificate Requirements | - Provide 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)  
- Bidders are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS. This authorisation must include the bidder’s taxpayer’s tax reference number and a PIN issued by SARS. |
| **2.10** | SBD4: Declaration of Interest | Form duly completed and signed |
| **2.11** | SBD8: Declaration of Tenderer’s Past Supply Chain Management Practices | Form duly completed and signed |
| **2.12** | SBD9: Certificate of Independent Bid Determination | Form duly completed and signed |
| **2.13** | Authority for Signatory | - Form duly completed and signed  
- Necessary supporting documents to be attached as required |
| **2.14** | Valid Proof of Registration of entity AND ID Documents | - Certified CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document  
- AND Identity documents of all Shareholders, Directors, Members, Trustees or Partners |
| **2.15** | Valid Letter of Good Standing in terms of COID Act | Copy of a letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). |
| **2.16** | Shareholders / Members / Partners Information | Provide Share Certificate / s OR Share breakdown |
| **2.17** | Record of Addenda to Bid Documents | Acknowledgement of receipt of addenda |
| **2.18** | Declaration of Correctness of Bid | Form duly completed and signed |
| **2.19** | Non-Disclosure Agreement | Form duly completed and signed |
| **C1.1** | Form Of Offer and Acceptance | Form duly completed and signed |
| **C1.3** | Insurance Commitment | Bidder to complete and sign Insurance Requirements acknowledgement contained in C1.3. |

**STAGE/PHASE 5: Documents Required for Evaluation of PRICE AND B-BBEE**

<table>
<thead>
<tr>
<th>Pages</th>
<th>Description</th>
<th>Required Documentation / Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>63-68</td>
<td>SBD3: Pricing Schedule</td>
<td>Completed Pricing Schedules including Pricing Summary</td>
</tr>
<tr>
<td><strong>2.7.1</strong></td>
<td>SBD6.1 Preference Points Claim Forms</td>
<td>Form duly completed and signed in terms of PPPFA and its regulations.</td>
</tr>
</tbody>
</table>
| **2.7.2** | B-BBEE Status Information | - Form duly completed  
- Provide sworn affidavit / s or B-BBEE certificate/s as prescribed by the B-BBEE Act. |
STAGE 1: PRE-QUALIFICATION CRITERIA

Only bidders that satisfy the following pre-qualifying/eligibility criteria can tender:

(i) The Bidder must be a minimum B-BBEE Status LEVEL 4 Contributor
   (i.e. This bid is only open to Bidders who have a B-BBEE Level 1, 2, 3 or 4)

   *Failure to comply will result in Disqualification.*
Stage 1: Response & Returnables

Provide information as described above and in Table 2

2.0 PROOF OF B-BBEE CONTRIBUTOR LEVEL
STAGE 2: MANDATORY CRITERIA

Bidders to meet the following Mandatory Criteria:

(i) Attendance to ONE of the Compulsory Briefing Sessions
(ii) Mechanical Engineer to have Professional Registration with Engineering Council of South Africa (ECSA)
(iii) Electrical Engineer to have Professional Registration with ECSA
(iv) Civil Engineer to have Professional Registration with ECSA
(v) Process Engineer to have Professional Registration with ECSA
(vi) Pricing Schedules must be completed and submitted in the manner prescribed in this bid.

*Failure to comply will result in Disqualification.*
2.1 CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

Compulsory Briefing Meetings will be held at 12h00 (mid-day) at:

Cape Town International Airport – 29 October 2019
King Shaka International Airport – 30 October 2019
O R TAMBO International Airport – 1 November 2019

This is to certify that the following bidder attended the compulsory briefing meeting held:

AT: ____________________________

ON: ____________________________

Full Name, Surname & Signature:

Company / Bidding Entity:

Company / Bidding Entity’s Name and contact details of Person whom will attend to Bid Queries (where possible):

ACSA Representative (Full Name and Surname):

ACSA Confirming Attendance:

[Representative Signature]
Stage 2: Response & Returnables

Provide information as described above and in Table 2

2.1 Certificate of Attendance - completed above
2.2-2.5 Proof of required ECSA Registration
P63-68 Completed Pricing Schedules
STAGE 3: FUNCTIONALITY CRITERIA

1.1 The functionality / technical evaluation will be conducted by the Tender Preparation and Evaluation Committee (TPEC), which comprises of various skilled and experienced members from diverse professional disciplines.

1.2 Only bidders who qualify in Stages 1 (Pre-Qualification) and 2 (Mandatory) will be evaluated in Stage 3 (Functionality).

1.3 All bid information duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions.

**THRESHOLD:**

1.3.1 Firstly, the assessment of functionality will be done in terms of the evaluation criteria and **minimum threshold per criteria.** A tender will be disqualified if it fails to meet the minimum threshold per criteria for functionality.

1.3.2 The functional / technical evaluation will then be based on an **overall threshold**, where bidders which fail to achieve a minimum of 66/100 points on the overall functional / technical stage will not be considered for further evaluation.

Bidder s which fail to achieve the minimum threshold points per criteria and a minimum total of 66/100 points on the functional / technical stage will be disqualified and not be considered for further evaluation.

1.4 All copies must be certified with original stamp (within the last 3 months).

**TABLE 3: FUNCTIONALITY EVALUATION CRITERIA** follows here-after.
# TABLE 3: FUNCTIONALITY EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>#</th>
<th>Evaluation Criteria</th>
<th>Sub-Criteria</th>
<th>Points</th>
<th>Minimum Threshold Points</th>
<th>Total Weighted Points</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>COMPANY / ENTITY EXPERIENCE FOR THIS FEED STUDY</td>
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<tr>
<td></td>
<td>• Relevant FEED STUDY Experience in Petrochemical Industry.</td>
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<td>• Provide REFERENCE LETTERS for 2 completed projects (1 letter per project).</td>
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<td></td>
<td>• Reference Letters must be on client’s letterhead, dated and signed. If reference</td>
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<td></td>
<td>letter does not meet this, letter may not be considered.</td>
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<td></td>
<td>• Client Reference Letter to include type &amp; description of FEED STUDY and the</td>
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<td></td>
<td>Quality of FEED study report.</td>
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<td>• Referees may be contacted.</td>
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<td></td>
<td>1.1 2 REFERENCE LETTERS 5 points per reference letter</td>
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<td>Each reference letter will be evaluated as follows:</td>
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<td></td>
<td>a) Relevant FEED Study = 3 points per reference letter</td>
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<td></td>
<td>b) Quality of relevant FEED study report in relation to the execution of the</td>
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<td></td>
<td>contract/works = 2 points per reference letter.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>RELEVANT EXPERIENCE OF KEY PERSONNEL FOR THIS FEED STUDY</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Relevant experience is required by each of the following personnel.</td>
<td></td>
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<tr>
<td></td>
<td>• Provide comprehensive CVs and supporting documentation.</td>
<td></td>
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<tr>
<td></td>
<td>• CVs should include details of the relevant required qualification, experience,</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>skills and capacity of the following key personnel of the Project Team in relation</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>to the scope of works.</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>• Complete Table 4 below.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Project Manager:</td>
<td>Project Management of Petrochemical &amp;/or Gas/Steam Driven Power Generation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>project or related FEED Package:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>≤1 project = zero (0) points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 – 4 projects = 4 points</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>More than 4 projects = 6 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Process Engineer:</td>
<td>Number of Process Eng Design Packages in Petrochemical &amp;/or Power Generation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>industry.</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>0-3 projects = zero (0) points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4-6 projects = 5 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;6 projects = 8 points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Electrical Engineer:</td>
<td>The Electrical Engineer must have worked on an Electrical engineering design</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>project (Load flow studies or Network Optimisation or Substation design or</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Secondary Plant design)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>0-3 projects - Medium Voltage 11kV or less = zero (0) points</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-6 projects - Medium Voltage 11kV or more with plant capacity between 2MVA and less than 5 MVA = 5 points</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>&gt;6 projects - Medium Voltage 11kV or more with minimum capacity of 5MVA + Power plant experience = 8 points</td>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2.4 Civil Engineer:</th>
<th>Civil Engineer with experience in structural engineering design.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 projects = zero (0) points</td>
<td></td>
</tr>
<tr>
<td>4-6 projects = 3 points</td>
<td></td>
</tr>
<tr>
<td>&gt;6 projects = 5 points</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.5 Mechanical Engineer (Can be either 1 mechanical engineer with experience in both areas OR 2 different mechanical engineers with experience in each of the areas).</th>
<th>Mechanical Engineer with experience in designing Fluid Mechanics systems that involves heat exchanger design.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 projects = zero (0) points</td>
<td></td>
</tr>
<tr>
<td>4-6 projects = 3 points</td>
<td></td>
</tr>
<tr>
<td>&gt;6 projects = 4 points</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mechanical Engineer with experience in designing centralized HVAC systems</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3 projects = zero (0) points</td>
</tr>
<tr>
<td>4-6 projects = 3 points</td>
</tr>
<tr>
<td>&gt;6 projects = 4 points</td>
</tr>
</tbody>
</table>

| 3 METHODOLOGY AND APPROACH FOR THE EXECUTION THIS FEED STUDY | 21 | 30 |
| --- | --- |
| Provide a comprehensive and detailed methodology that will be followed in the execution of this FEED study. For each of the evaluation criteria below, the methodology should provide: |
| - A description of the sequence (step-by-step or stages) that will be followed in executing the deliverables listed below. |
| - The basis or rationale for following the selected methodology. This may be based on organisational experience, previous FEED execution methodologies or applicable design standards. |

Generic or short descriptions of the methodology will not be accepted as comprehensive and/or detailed. The methodology should be relevant to the technology and size of the trigeneration plants under consideration in this bid document.

<table>
<thead>
<tr>
<th>3.1 The bid contains a description of the approach or methodology that will be followed in executing the Process Engineering deliverables.</th>
<th>PROCESS ENGINEERING</th>
</tr>
</thead>
<tbody>
<tr>
<td>As a minimum, the methodology should include the following deliverables: Design Basis, Process Flow Diagrams, Heat and Material Balances &amp; Design Reviews.</td>
<td></td>
</tr>
</tbody>
</table>

a) The Bidder does not provide a comprehensive and detailed methodology for process engineering = zero (0) points |

b) The Bidder provides a comprehensive and detailed methodology for process engineering = 6 points |

c) The Bidder provides a comprehensive and detailed process engineering methodology and makes reference to applicable process design standards = 10 points |
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2</td>
<td>The Bid contains a description of the approach/process that will be followed to complete the Equipment Definition phase.</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>EQUIPMENT DEFINITION</td>
<td></td>
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<tr>
<td></td>
<td>a) The Bidder does not provide a comprehensive and detailed methodology for equipment definition = 0 points</td>
<td></td>
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<tr>
<td></td>
<td>b) The Bidder provides a comprehensive and detailed methodology for equipment definition = 3 points</td>
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<tr>
<td></td>
<td>c) The Bidder provides a comprehensive and detailed equipment definition methodology and makes reference to applicable process design standards = 4 points</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>The bidder provides a description of the pricing methodology that will be utilized in the pricing of major equipment and systems.</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>PRICING METHODOLOGY</td>
<td></td>
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<tr>
<td></td>
<td>a) The Bidder does not provide a comprehensive and detailed pricing methodology = 0 points</td>
<td></td>
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<tr>
<td></td>
<td>b) The Bidder provides a comprehensive and detailed pricing methodology = 3 points</td>
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<tr>
<td></td>
<td>c) The Bidder provides a comprehensive and detailed pricing methodology and makes reference to applicable industry-accepted standards/methodologies = 4 points</td>
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<tr>
<td>3.4</td>
<td>The Bidder provides a description of the Bulk Material Quantification and Pricing methods that will be followed in undertaking the FEED study.</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>BULK MATERIAL QUANTIFICATION &amp; PRICING METHODOLOGY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) The Bidder does not provide a comprehensive and detailed bulk material quantification and pricing methodology = 0 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) The Bidder provides a comprehensive and detailed bulk material quantification and pricing methodology = 3 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) The Bidder provides a comprehensive and detailed bulk material quantification and pricing methodology and makes reference to industry accepted standards or guidelines = 4 points</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>The bid provides a description of the process that will be followed in compiling the capital cost estimate.</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>CAPITAL COST ESTIMATE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) The Bidder does not provide a comprehensive and detailed capital cost estimation methodology = 0 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) The Bidder provides a comprehensive and detailed capital cost estimation methodology = 3 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) The Bidder provides a comprehensive and detailed capital cost estimation methodology and makes reference to applicable cost estimation standards methodologies = 4 points</td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>PROJECT PLAN FOR THIS FEED STUDY</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>OPERATING COST ESTIMATE</td>
<td></td>
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<tr>
<td></td>
<td>4 PROJECT PLAN FOR THIS FEED STUDY</td>
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<td>---</td>
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</tr>
<tr>
<td></td>
<td>Provide a project plan and schedule that will be followed in the execution of this FEED study.</td>
<td></td>
</tr>
<tr>
<td>4.1</td>
<td>Project plan to be provided in a Gantt Chart format.</td>
<td>GANTT CHART</td>
</tr>
<tr>
<td></td>
<td>a) Gantt Chart Provided = 2 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Gantt Chart Not provided = zero (0) points</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Project Plan must have detailed phases showing all of the following:</td>
<td>PROJECT PLAN PHASES</td>
</tr>
<tr>
<td></td>
<td>• Activities/Tasks</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Milestones / Deliverables</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• The Critical Path</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Project plan phases showing only activities/tasks = 2 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Project plan phases showing only activities/tasks and Milestones/Deliverables = 5 points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Project plan phases showing Activities/Tasks, Milestones/Deliverables and The Critical Path = 8 points</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>5 QUALITY MANAGEMENT FOR THIS FEED STUDY</td>
<td></td>
</tr>
<tr>
<td>5.1</td>
<td>The bidder to describe the approach that will be used to ensure the quality of the FEED study deliverables for this project (Process Engineering, Equipment Definition, Equipment Pricing, Plant Design and Layout, Bulk Material, EPC Execution Planning, Capital cost estimation, Operating cost estimation, Health, Safety and Environment Legislative requirements)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Quality Management plan for this FEED Study NOT provided = zero points</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Quality Management plan provided for following 6 FEED study deliverables: Process Engineering, Equipment Definition, Equipment Pricing, Bulk Material, Capital cost estimation and Operating cost estimation = 3 points.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Quality Management plan for all the FEED Study deliverables = 5 points.</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>KNOWLEDGE MANAGEMENT FOR THIS FEED STUDY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Provide a comprehensive and detailed approach that will be followed for Knowledge Management in the execution of this FEED study that will satisfy the requirements for Knowledge Management as stated in this tender. For each of the evaluation criteria below, the approach should provide:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• A description of the selected approach to Knowledge Management for each of the mentioned elements</td>
<td></td>
</tr>
<tr>
<td>Bid Reference Number: COR6116/2019</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Generic or short descriptions of the approach will not be accepted as comprehensive and/or detailed. The approach should be relevant to the technology and size of the trigeneration plants under consideration in this bid document.</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6.1 Bidder to provide an approach that will be used for Knowledge Management Requirements as stipulated in the Bid Document</th>
<th>Describe information management that demonstrates a systematic, electronic document control system that will be key in effective execution of the project, this includes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Meeting minutes and decisions taken</td>
<td>• Description not provided OR description does not satisfy requirements of being systematic and electronic = zero points</td>
</tr>
<tr>
<td></td>
<td>• Description provided AND encompasses the requirements of being systematic and electronic = 1 point</td>
</tr>
<tr>
<td>b) Project documentation for each phase of the FEED package</td>
<td>• Description not provided OR description does not satisfy requirements of being systematic and electronic = zero points</td>
</tr>
<tr>
<td></td>
<td>• Description provided AND encompasses the requirements of being systematic and electronic = 1 point</td>
</tr>
<tr>
<td>c) Records of interactions with various outside entities for the purposes of the project delivery of the FEED package</td>
<td>• Description provided AND encompasses the requirements of being systematic and electronic = 1 point</td>
</tr>
<tr>
<td></td>
<td>• Description not provided OR description does not satisfy requirements of being systematic and electronic = zero points</td>
</tr>
<tr>
<td>d) Design documentation, layouts, drawings, simulations, modelling, calculations in original format and PDFs</td>
<td>• Description provided AND encompasses the requirements of being systematic and electronic = 1 point</td>
</tr>
<tr>
<td></td>
<td>• Description not provided OR description does not satisfy requirements of being systematic and electronic = zero points</td>
</tr>
</tbody>
</table>

| 6.2 Knowledge Transfer with one electrical, one mechanical and one “Energy and Demand Management” engineering resource from each of the three airports (ORTIA, CTIA, KSIA) for their airport’s FEED packages respectively. Additionally Knowledge Transfer for the Chief Engineer: Energy and Demand Management for all airports for all Bidder to provide description of the approach used to meet Knowledge Transfer requirements. |
|---------------------------------------------------------------|----------------------------------------------------------------------------------|
| (a) Descriptive approach provided AND meets requirements = 1 point |
| (b) Descriptive approach not provided OR approach provided does not meet requirements = zero points |
elements of the FEED package for the full scope of works of this tender (i.e. all three airports). Evidence of the knowledge transfer must be provided for each stage of the FEED Package and captured in the information management system.

### 7 HUMAN RESOURCE PLAN

<table>
<thead>
<tr>
<th></th>
<th>3</th>
<th>5</th>
</tr>
</thead>
</table>

Provide detailed roles and responsibilities on how resources will be utilised for this project. Organogram and contents of Table 4 to be aligned.

### 7.1 Organogram

<table>
<thead>
<tr>
<th></th>
<th>3</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Bidder to provide an organogram for this tender</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>b) Organogram not provided = zero points</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### 7.2 Roles and Responsibilities

<table>
<thead>
<tr>
<th></th>
<th>2</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Roles and responsibilities to be defined for this project</td>
<td>2</td>
<td>0</td>
</tr>
<tr>
<td>b) Roles and responsibilities not provided = zero points</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**TOTAL POINTS**

<table>
<thead>
<tr>
<th></th>
<th>66</th>
<th>100</th>
</tr>
</thead>
</table>

*Bidder must score the minimum threshold points per criteria AND a minimum total of 66 out of 100 points for Functionality to be considered for further evaluation.*
**FUNCTIONALITY CRITERIA continued**
The tables below must be completed.

**TABLE 4: Relevant Company / Entity Experience (Refer Detailed Criteria in Table 3 above)**
Provide Details below in line with the Reference Letters for 3 projects – Refer criteria above in Table 3.

<table>
<thead>
<tr>
<th>#</th>
<th>Project Summary</th>
<th>Start Date – End Date</th>
<th>Project Value (R)</th>
<th>CONTACTABLE Reference Information</th>
</tr>
</thead>
</table>
Contact Person: Chairperson: J Soap  
Contact Number: 031 999 9999  
Email Address: JSoap@ComplexABC.com |

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**DETAILED FUNCTIONALITY CRITERIA continued**

**TABLE 5: Key Personnel (Roles and Responsibilities) – Refer criteria in Table 3 above and scope of works.**

- a. Provide Details of proposed team for this works including relevant experience and qualifications.
- b. The team must be appropriately qualified – As per requirements of this bid. Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.
- c. Provide CVs and certified copies (copy with original stamp) of their relevant qualifications etc.
- d. Information in table below must be aligned with Organogram

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
<th>Provide CV and Other Supporting Document’s</th>
<th>Area of Specialisation</th>
<th>Number of Years Relevant Experience</th>
<th>Qualification / Training / Trade Test Proof</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT MANAGER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROCESS ENGINEER</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>ELECTRICAL ENGINEER</td>
<td></td>
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<tr>
<td>CIVIL ENGINEER</td>
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<tr>
<td>MECHANICAL ENGINEER/S</td>
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<tr>
<td>COST ESTIMATOR</td>
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<tr>
<td>OTHER (INDICATE)</td>
<td></td>
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</tr>
</tbody>
</table>
Stage 3: Functionality Criteria Response & Returnables

Provide information as described in Table 3 and bid document.

2.6 Provide Response to Functionality Criteria
Stage 4: Other Essential Documents (Refer Table 2)

Bidders to provide all Other Essential Documents/information as listed in Table 2. Failure to provide may result in disqualification.

Where ACSA elects to request for documents/information in this stage of the evaluation, failure to provide same in the stipulated time period by the bidder will result in disqualification.

Thereafter, only the qualifying bids will proceed to the next stage of evaluation.
### 2.7 SCHEDULE OF PROPOSED SUB-CONTRACTORS (Complete if applicable)

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

<table>
<thead>
<tr>
<th>No</th>
<th>Sub-Contractor</th>
<th>Trade to be Subcontracted</th>
<th>% of Works or Services to be Subcontracted</th>
<th>Rand Amount of Works/Service to be Subcontracted</th>
<th>B-BBEE Level</th>
<th>CDB Grade (where applicable)</th>
<th>Designated Group and Ownership %</th>
<th>Contact Person and Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g.</td>
<td>ABC Contractors</td>
<td>Building Works</td>
<td>20%</td>
<td>R280,000</td>
<td>Level 1</td>
<td>4GB</td>
<td>Black – 100% Women – 80% Youth – 5% Disable – 5%</td>
<td>Mr. Bidder</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tr>
</tbody>
</table>
2.7.1 PPPFA CLAIM FORM

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:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE Status Level of Contribution</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor 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;
2.7.1 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 tenderer to provide goods or services in accordance with specifications as set out in the tender 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:

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

\( P_s \) = Points scored for price of bid under consideration

\( P_t \) = Price of bid under consideration

\( P_{\text{min}} \) = Price of lowest acceptable bid
4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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:

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

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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: .......... = .......... (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
2.7.1 PPPFA CLAIM FORM

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:

<table>
<thead>
<tr>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

- Black People
- Black People who are youth
- Black People who are women
- Black People with disabilities
- Black People living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black People who are military veterans

OR

- Any EME
- Any QSE

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]
2.7.1 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-BBEE 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 : ..................................................................................................
### 2.7.2. B-BBEE INFORMATION

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

1. **Company B-BBEE Information**

<table>
<thead>
<tr>
<th>Certification / Sworn Affidavit Included</th>
<th>B-BBEE Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>√ / X</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | | | | |</p>
<table>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Main Bidder / s</td>
<td>:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 JV Partner / s</td>
<td>:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3 Sub-Contractor / s</td>
<td>:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Company Ownership / Shareholder Information**

**a. Directors**

<table>
<thead>
<tr>
<th>Full Names</th>
<th>ID Number</th>
<th>Valid Passport Number</th>
<th>Gender Profile</th>
<th>Racial Profile</th>
<th>Nationality</th>
<th>Disability Status</th>
<th>%</th>
</tr>
</thead>
</table>

**b. Shareholders**

<table>
<thead>
<tr>
<th>Full Names</th>
<th>ID Number</th>
<th>Valid Passport Number</th>
<th>Gender Profile</th>
<th>Racial Profile</th>
<th>Nationality</th>
<th>Disability Status</th>
<th>%</th>
</tr>
</thead>
</table>
### 2.8 NATIONAL TREASURY CSD REGISTRATION

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

<table>
<thead>
<tr>
<th>NT CSD Reference Number</th>
<th>NT CSD Pin Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Main Bidder / s</td>
<td></td>
</tr>
<tr>
<td>2. JV Partner / s</td>
<td></td>
</tr>
<tr>
<td>3. Sub-Contractor/s</td>
<td></td>
</tr>
</tbody>
</table>
## 2.9 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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 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.

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

<table>
<thead>
<tr>
<th>Certification Included □ / X</th>
<th>SARS Reference Number</th>
<th>SARS Pin Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Main Bidder / s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 JV Partner / s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Sub-Contractor / s</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2.10 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, 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)

2.4 Company Registration Number

2.5 Tax Reference Number

2.6 VAT Registration Number

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

2.7 Are you or any person connected with the bidder presently employed by the state? Yes No

2.7.1 If so, furnish the following particulars:

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

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

- Position occupied in the state institution

- Any other particulars
2.10 DECLARATION OF INTEREST

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:

---

2.7.2.1 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:

---
### 3. Full details of Directors / Trustees / Members / Shareholders:

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>State Employee / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>:</td>
</tr>
<tr>
<td>Position</td>
<td>:</td>
</tr>
<tr>
<td>Signature</td>
<td>:</td>
</tr>
<tr>
<td>Date</td>
<td>:</td>
</tr>
</tbody>
</table>

**Definition:**

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

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.11 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Tick Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>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? (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 audi alteram partem rule was applied).</td>
<td>Yes</td>
</tr>
</tbody>
</table>

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.

4.1.1 If so, furnish particulars:

| 4.2  | 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)? | Yes      | No       |

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.

4.2.1 If so, furnish particulars:

| 4.3  | 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? | Yes      | No       |

4.3.1 If so, furnish particulars:

| 4.4  | 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? | Yes      | No       |

4.4.1 If so, furnish particulars:
2.11 DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES  

5. CERTIFICATION

I, the undersigned (Full Name) ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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2.12 CERTIFICATE OF INDEPENDENT BIDDERS 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.
2.12 CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION  SBD9

I, the undersigned, in submitting the accompanying bid:

Bid ref: ORT6116/2019 – Front End Engineering Design Package for Fuel Gas Trigeneration Plants at O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport

________________________________________
(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 consortium 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.
2.12 CERTIFICATE OF INDEPENDENT BIDDERS 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 :

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.
## 2.13 AUTHORITY FOR SIGNATORY

*Fill in the relevant portion applicable to the type of organization*

### A. COMPANIES

If a Tenderer/bidder is a company, an original or certified copy of the resolution by the Board of Directors / necessary authority authorising 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 / NECESSARY AUTHORITY**

By resolution passed by the Board of Directors / necessary authority 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:
2.13 **AUTHORITY FOR SIGNATORY**

C. **PARTNERSHIP**

The following particulars in respect of the partner(s) must be furnished:

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<th>Residential Address</th>
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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: [ ]

Signature: [ ]

Date: [ ]
2.13  AUTHORITY FOR SIGNATORY

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 authorising 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 : 

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 : 
2.13 AUTHORITY FOR SIGNATORY

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 authorising 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:
2.13 AUTHORITY FOR SIGNATORY

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 : 
2.13 AUTHORITY FOR SIGNATORY

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:
2.14 VALID PROOF OF REGISTRATION OF ENTITY AND IDENTITY DOCUMENTS

Provide information as described in Table 2
2.15 VALID LETTER OF GOOD STANDING IN TERMS OF THE COID ACT

Provide information as described in Table 2
2.16 SHAREHOLDERS / MEMBERS / PARTNERS INFORMATION

Provide information as described in Table 2
2.17 RECORD OF ADDENDA TO TENDER DOCUMENTS

Bidder must complete the table below in the event that clarification, additional information or revised bid document of part thereof was issued to bidders after the tender issue / briefing meeting date.

We confirm that the following communications received from the Airports Company South Africa – SCM Representative before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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Bidder Name: 

Authorised Signatory Name: 

Position: 

Signature: 

Date: 
2.18 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.
2.19 NON-DISCLOSURE AGREEMENT

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
2.19 NON-DISCLOSURE AGREEMENT

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.
2.19 NON-DISCLOSURE AGREEMENT

5.3.2 Which has become part of the public domain by publication or otherwise, other than by negligence or default of
………………………………………………………………………………………………………………………………………… or 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…………………………………………………………………………………………………………………………………………
…………………………………………………………………………………………………………………………………………
…………………………………………………………………………………………………………………………………………
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…………………………………………………………………………………………………………………………………………

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…………………………………………………………………………………………………………………………………………
2.19 NON-DISCLOSURE AGREEMENT

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 : 
Employer : Airports Company South Africa
Witnesses 1 : 
Witnesses 2 :
STAGE 5 EVALUATION: PRICING & B-BBEE
PRICE INSTRUCTIONS

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. PRICING INSTRUCTIONS:
   2.1 Prices must be quoted in South African Currency.
   2.2 Prices must be fixed and firm.
   2.3 The price must include all tasks/activities that will be undertaken to complete the deliverable.
   2.4 TRAVEL: All air travel must be pre-approved by ACSA's project representative
      a) Travel by air must be Economy Class.
      b) Road Travel must be charged at "AA" rates.
      c) Car Hire will be limited to group B.
      d) No Mark-up to be levied on travel.
      e) Travel will be reimbursed against proven costs and approval by ACSA representative.
   2.5 ACCOMODATION:
      a) Accommodation shall be limited to R1500/night.
      b) No Mark-up to be levied on Accommodation.
      c) Accommodation will be reimbursed against proven costs and approval by ACSA representative.
   2.6 Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers. Bidder must complete all the pricing schedules(1-ORTIA Pipeline, 2-ORTIA Road Transport, 3- CTIA Road Transport and 4 -KSIA Road Transport).
   2.7 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
   2.8 Do not leave any area blank in the pricing schedules. (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
   2.9 Bidder’s Offers that contain correctional fluid will be disqualified.
   2.10 The use of correctional fluid is strictly prohibited and All corrections to be countersigned.
   2.11 All Provisional Sums and Estimated Quantities will be reimbursed against proven costs and approval by ACSA representative.
   2.12 Permit costs:
      a) Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
      b) No mark-up to be levied on Permit costs.
      c) All employees will be checked for criminal records.
      d) Cost for lost permits and new employees will not be reimbursed by ACSA.
      e) Foreign Nationals will need to provide a valid working permit.
   2.13 No cost/mark-up to be levied on items provided by ACSA.
   2.14 3rd Party Procured Services:
      a) VAT shall not form part of mark-up calculations.
   2.15 The Bid offer must be inclusive of VAT.
   2.16 The VAT portion must be indicated separately.
## PRICING SCHEDULES

### FEED STUDY DELIVERABLES (PRICES EXCLUDING VAT)

<table>
<thead>
<tr>
<th></th>
<th>1 ORTIA - PIPELINE</th>
<th>2 ORTIA - ROAD TRANSPORT</th>
<th>3 CTIA – ROAD TRANSPORT</th>
<th>4 KSIA: ROAD TRANSPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NB:</strong> Only 1 option (Pipeline or Road Transport) for ORTIA will be paid out to the successful bidder based on the confirmation of security of fuel gas supply (1.1 below).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 1 SECURITY OF FUEL GAS SUPPLY

| 1.1 | Confirmation of security of fuel gas supply from the existing ORTIA gas pipeline for the entire design life of the trigeneration plant. NB: Same Price for this must appear in both Pipeline and Road Transport columns for ORTIA. | R | R | N/A | N/A |

### 2 PROCESS ENGINEERING

| 2.1 | Design basis document | R | R | R | R |
| 2.2 | Heat and Material Balances | | | | |
| 2.2.1 | Heat and Material Balance of the complete plant | R | R | R | R |
| 2.2.2 | Provide environmental and utility summary tables | R | R | R | R |

---

**Bidder/Entity’s Name:** ____________________________________________

**Signature / Stamp:** ________________________________________________
### FEED STUDY DELIVERABLES (PRICES EXCLUDING VAT)

<table>
<thead>
<tr>
<th>2.3</th>
<th>Process Flow Diagrams AND Process Equipment Data Sheets</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3.1</td>
<td>Process equipment list</td>
</tr>
<tr>
<td>2.3.2</td>
<td>Process flow diagrams (PFD's)</td>
</tr>
<tr>
<td>2.3.3</td>
<td>Material selection diagrams (MSD's)</td>
</tr>
<tr>
<td>2.3.4</td>
<td>Piping and instrumentation diagrams (P&amp;IDs)</td>
</tr>
<tr>
<td>2.3.5</td>
<td>Utility flow diagrams (UFL)</td>
</tr>
<tr>
<td>2.3.6</td>
<td>Process Equipment data sheets</td>
</tr>
<tr>
<td>2.3.7</td>
<td>Material selection philosophy</td>
</tr>
</tbody>
</table>

### Design Reviews

<table>
<thead>
<tr>
<th>2.4</th>
<th>Design Reviews</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4.1</td>
<td>PFD Review (estimated at 3 working days) and finalized PFDs</td>
</tr>
<tr>
<td>2.4.2</td>
<td>Hazard Identification Study (HAZID) and report</td>
</tr>
<tr>
<td>2.4.3</td>
<td>P&amp;ID Review (estimated at 5 working days) and finalized P&amp;IDs</td>
</tr>
<tr>
<td>2.4.4</td>
<td>Hazard and Operability Study (HAZOP) and report</td>
</tr>
</tbody>
</table>

Bidder/Entity’s Name: ____________________________

Signature / Stamp: ____________________________
<table>
<thead>
<tr>
<th>FEED STUDY DELIVERABLES (PRICES EXCLUDING VAT)</th>
<th>1 ORTIA - PIPELINE</th>
<th>2 ORTIA - ROAD TRANSPORT</th>
<th>3 CTIA – ROAD TRANSPORT</th>
<th>4 KSIA: ROAD TRANSPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>3 EQUIPMENT DEFINITION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.1 Complete Technical definition document of each piece of major mechanical equipment.</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td><strong>4 EQUIPMENT PRICING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1 Cost Estimation for major mechanical &amp; electrical equipment &amp; instrumentation equipment)</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>4.2 Vendor specific information for all major equipment</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td><strong>5 PLANT DESIGN &amp; LAYOUT</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 Final Plot Plan</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>5.2 3D model of the plant</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td><strong>6 BULK MATERIALS</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6.1 Bulk Material quantification</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>6.2 Bulk Material pricing</td>
<td>R</td>
<td>R</td>
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<th>4 KSIA: ROAD TRANSPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 ENGINEERING PROCUREMENT AND CONSTRUCTION EXECUTION PLANNING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1 Execution Method and Schedule</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>7.2 Commissioning philosophy</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>8 CAPITAL COST ESTIMATION</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8.1 Provision of the Class 3 capital cost estimate</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>9 OPERATING COST ESTIMATION</td>
<td></td>
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</tr>
<tr>
<td>9.1 Provision of the operating cost estimate</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>10 LEGISLATIVE REQUIREMENTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.1 Report on the requirements and implications of all applicable legislation for the Fuel Gas Trigeneration Plants and how the proposed design complies to the stated legislation.</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

Bidder/Entity’s Name: __________________________________________________________

Signature / Stamp: __________________________________________________________
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<th>3 CTIA – ROAD TRANSPORT</th>
<th>4 KSIA: ROAD TRANSPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 KNOWLEDGE MANAGEMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.1 Management of project information</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>11.2 Knowledge transfer: 1 X Mechanical, 1 X Electrical, 1 X “Energy and Demand Engineer” per airport (ORTIA, CTIA, KSIA) for three days each AND 1 X Chief Engineer for all three airports for three days per airport</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>12 PROJECT MANAGEMENT AND RISK ASSESSMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.1 Project Management of the FEED Study execution</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>12.2 Maintenance of project risk register</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>12.3 Write-up of complete FEED study report</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL EXCLUDING VAT</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Take to Price Summary Schedule</td>
<td>R</td>
<td>R</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

Bidder/Entity’s Name: ____________________________________________________________

Signature / Stamp: ____________________________________________________________
**PRICE SUMMARY:**

Front End Engineering Design (FEED) Package for Fuel Gas Trigeneration Plants at O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT IN RANDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 TOTAL 1 Excl VAT: ORTIA PIPELINE</td>
<td>R</td>
</tr>
<tr>
<td>2 TOTAL 2 Excl VAT: ORTIA ROAD TRANSPORT</td>
<td>R</td>
</tr>
<tr>
<td>3 TOTAL 3 Excl VAT: CTIA ROAD TRANSPORT</td>
<td>R</td>
</tr>
<tr>
<td>4 TOTAL 4 Excl VAT: KSIA ROAD TRANSPORT</td>
<td>R</td>
</tr>
<tr>
<td>5 <strong>PROVISIONAL SUMS</strong> FOR ALL 3 AIRPORTS:</td>
<td></td>
</tr>
<tr>
<td>Air Travel &amp; Vehicle Hire</td>
<td>R 150 000.00</td>
</tr>
<tr>
<td>Road Travel/Transport (KM Claim)</td>
<td>R 30 000.00</td>
</tr>
<tr>
<td>Accommodation</td>
<td>R 150 000.00</td>
</tr>
<tr>
<td>Permits &amp; Induction</td>
<td>R 30 000.00</td>
</tr>
<tr>
<td>Disbursements</td>
<td>R 30 000.00</td>
</tr>
<tr>
<td>6 <strong>GRAND TOTAL EXCLUDING VAT</strong></td>
<td></td>
</tr>
<tr>
<td>Take to Form of Offer and Acceptance</td>
<td>R</td>
</tr>
<tr>
<td>7 <strong>ADD 15% VAT</strong></td>
<td></td>
</tr>
<tr>
<td>Take to Form of Offer and Acceptance</td>
<td>R</td>
</tr>
<tr>
<td>8 <strong>GRAND TOTAL INCLUDING VAT</strong></td>
<td></td>
</tr>
<tr>
<td>Take to Form of Offer and Acceptance</td>
<td>R</td>
</tr>
</tbody>
</table>

**Bidder/Entity’s Name:** __________________________________________________________

**Signature / Stamp:** ____________________________________________________________
SECTION 3
SCOPE OF WORK

1. BACKGROUND

The cost of electricity consumed from the Eskom’s national grid makes up a significant portion of ACSA’s annual operating costs. It is anticipated that annual increases in Eskom’s electricity tariffs as well as the imminent promulgation of the Carbon Tax Bill will lead to further increases in current operating expenditure on electricity.

The current average annual maximum demand at ACSA’s three largest airports is as follows:
- OR Tambo International Airport (ORTIA) – 16.6MVA
- Cape Town International Airport (CTIA) – 11.6 MVA
- King Shaka International Airport (KSIA) – 5.9MVA

In an effort to reduce operating costs and improve security of energy supply, ACSA has identified fuel gas trigeneration technology as a high potential technology for the supply of electricity, cooling and heating requirements at the above mentioned airports. In addition, this technology has the potential to significantly reduce ACSA’s carbon footprint.

2. PURPOSE OF THIS TENDER

ACSA hereby invites proposals to commission a Front End Engineering Design (FEED) study that will investigate the integration and adoption of Fuel Gas Trigeneration (combined heat and power) Plants for OR Tambo International Airport, Cape Town International Airport and King Shaka International Airport.

The output of this study should be three engineering reports of sufficient detail and quality to define the project requirements for detailed Engineering, Procurement and Construction of the facilities. In addition, each of the three FEED packages should provide a cost estimate of the complete project to allow ACSA to conduct investment analysis and make a final investment decision (FID).

Furthermore, the results of this study will serve to inform the various risks associated with the construction, operation and maintenance of Fuel Gas Trigeneration Plants, particularly how these risks will have bearing on ACSA’s final investment decision (FID).

3. SCOPE OF WORK

This section describes the FEED study scope for the Fuel Gas Trigeneration Plants at ORTIA, CTIA and KSIA. In this document, “fuel gas” shall be taken to refer to natural gas, methane-rich gas, liquified petroleum gas, compressed natural gas or any other gaseous fuel that may be suitable and economically viable to be used as FEED to the trigeneration plants.

The scope includes the full design of a combined heat and power generation plant that will provide electricity and cooling (via absorption chilling) for the airports. In addition, as part of value engineering, the successful bidder will also be required to consider the feasibility of utilising the plants to satisfy the hot water requirements for the airports.

The main objective of this study is to establish and define the technical scope of work and project execution in sufficient detail to determine the project cost and commercial terms that will form the basis
for an Engineering, Procurement and Construction (EPC) price and enable ACSA to make a final investment decision.

It is expected that the successful bidder’s project team will be a multi-disciplinary unit comprising of, but not limited, to the following disciplines:

- Project management
- Process (chemical) engineering
- Mechanical engineering
- Civil & structural engineering
- Electrical & control engineering
- Cost estimation (Quantity Surveying)
- Health, safety and environmental (HSE)

3.1. **Division of responsibilities**

The successful bidder will be required to complete the full scope of the FEED study as contained in this Section 3.

ACSA will reasonably endeavor to provide the following support to the project development team:

- Arranging and coordination of site visits
- Provision of process, electrical and structural drawings, where available
- Provision of available process descriptions
- Provision of existing operating conditions such as power consumption volumes as well as cooling and heating requirements.

The above should however not be construed to mean that ACSA will provide complete heat, energy and material balances of the existing systems nor does it mean that ACSA will draft or provide as-built drawings or electrical single line diagrams. This information will be provided only in the case where it is readily available.

In addition, ACSA representatives will participate in plant layout reviews, design reviews as well as hazards and operability studies (HAZOP) and any other design-related engagements.

3.2. **FEED study schedule and development sequence**

The bidders for this tender are required to provide a FEED package execution methodology and clearly state the FEED development sequence that will be followed.

It is ACSA’s preference that in executing the project, the successful bidder should follow the FEED development sequence listed below:

- Process Engineering
- Equipment Definition
- Equipment Pricing
- Plant Design and Layout
- Bulk Material
- EPC Execution Planning
- Capital cost estimation
- Operating cost estimation
- Health, Safety and Environment
- Legislative requirements

The detailed requirements for each of the above phases is provided in Section 3.5 to Section 3.13. Should the bidder propose a different FEED development sequence to the one suggested by ACSA, it will remain the responsibility of the bidder to ensure that all the requirements as set out in this SOW are met.
3.3. Scope of facilities (SOF)

The systems that form the scope of facilities to be included in the development of the FEED package are summarized below:

Fuel gas supply system
- All equipment, pipelines and valves that supply fuel gas to the gas engine
- Fuel gas supply pipeline (if applicable), transportation logistics and storage (if applicable)

Gas engine-generator (“Genset”) or turbine system
- All equipment associated with the gas engine/turbine and electricity generator
- All necessary remote controls and monitoring systems (control room, if applicable)

Electricity distribution system and tie-ins
- Electrical power cable(s) from the generator to the necessary tie-ins into the existing distribution system
- General earthing requirements
- All electric motors, cables, switches, transformers, lighting and telecommunications

Absorption chilling system
- Absorber, evaporator and condensers
- Chilled water supply and off-take pipelines and integration (tie-in) into exiting airport system
- Cooling water facilities and infrastructure
- All associated heat exchangers
- High temperature generator including supply of heating medium (exhaust gas)

Flue gas system
- All piping and ductwork from the outlet flange of the gas generator to the discharge flange of the exhaust gas.

Water heating system
- The successful bidder will also required to investigate the possibility of serving the water heating demands of the airport from waste heat recovery. Should this be possible, the SOF should include all equipment associated with waste heat recovery for purposes of water heating.

Piping and tanks
- All piping, valves and tanks within the plant’s inside battery limits (IBL’s)

Miscellaneous equipment
- This includes equipment such as pumps, safety showers, building fire protection, gas detection systems, tightness control systems, telecommunications, process controls systems etc.

Buildings and foundations for the plants as well as site preparation

Structural steel for support for all structures, vessels, flues and ducts, pipe systems, and all provisions for access and ingress.

Utility systems and associated piping
- Instrument air, condensate (where applicable), potable water and sewer

Cathodic Protection
- Basic design and configuration and legislative requirements
- Specification of system components
It is ACSA’s expectation and preference that the design and flowsheet of the plants across the three airports be relatively similar in order to benefit from:

- Economies of scale
- Standardization
- Availability of spares
- Supplier management etc.

The main area of difference in the flowsheets is expected to be the fuel gas supply system as well as integration of the Fuel Gas Trigeneration Plant into each of the individual airports, due to differences in the existing airport-specific utility systems.

3.4. Fuel gas supply system
In responding to this tender, the bidder should take note of the following scope of work relating to the fuel gas supply options at the individual airports:

**OR Tambo International Airport**

There is an existing fuel gas pipeline that runs in the vicinity of ORTIA from which the airport may tie-in. Initial discussions with the gas supplier have indicated that the pipeline has sufficient capacity to supply the trigeneration plant with natural gas. However, the supplier was unable to confirm security of gas supply post 2028. The successful bidder will therefore have to engage the natural gas supplier to confirm the availability of gas for the entire project life of the plant.

If the above discussions indicate that there is a limitation or restriction to the supply of gas to the ORTIA trigeneration plant, for the entire design life of the plant, the successful bidder will be required to design for a fuel gas supply system via road tanker and onsite storage.

**King Shaka International Airport**

KSIA does not have an existing fuel gas pipeline that runs within its vicinity. The appointed bidder will need to design for the supply of fuel gas via road transport and onsite storage.

**Cape Town International Airport**

ACSA has conducted a preliminary study of the Western Cape gas supply market which concluded that there are no natural gas supply pipelines within the province and specifically, within the vicinity of CTIA. The appointed bidder will need to design for the supply of fuel gas via road transport and onsite storage.

3.5. Process Engineering

3.5.1. Design Basis
In consultation with ACSA, the successful bidder will be required to prepare and establish the Project Design Basis which will serve as an input document to prepare the design basis for all the project disciplines. The project design basis shall include but not be limited to the following:

- General (project development overview, project objectives, summary of major equipment, interfaces with existing systems)
- Current half hourly electrical load profile
- Baseload, fluctuating load, maximum demand and utilization factor of maximum demand over a 12 month period or more Criteria for selecting the electrical load to be served by Fuel Gas Power Plant
- Size of electrical load to be served from Fuel Gas to Power plant
- Electrical notified maximum demand cover and security of supply from ESKOM
- Design life of the plant
• Project location and site-specific design criteria (ambient weather conditions)
• Integration into ongoing airport operations
• Site selection and access conditions
• Environmental and geographical conditions at the location
• Codes and standards to be used
• Individual discipline design constraints
• Other design requirements as per the equipment manufacturer
• Design/Nameplate Plant Capacity – plant and individual equipment
• Reliability and availability of the plant, turn-down ratio and expected yield (electrical efficiency) as well as capacity factor
• Future energy demands of the airports
• Tying-in into the existing electrical grid and compatibility to be interfaced into a smart electrical grid
• Plant FEEDstock (fuel gas) quantity, composition and conditions
• Product (electricity, chilled water and heat) specifications (quality and conditions)
• Utilities/support systems and heat integration to existing systems
• Battery limit conditions of various incoming/outgoing streams into the plant
• Project HSE objectives (e.g. design to meet permitted air emission limits)
• Consideration for Independent Power Production (IPP).
• Investment analysis factors for the project (e.g. cost of fuel gas, electricity price, cost of water, cost of operations and maintenance services, CO2 tax)
• Compliance with legislative requirements
• Project constructability and limitations
• Operability and maintainability objectives

3.5.2. Heat and material balance
Based on the design basis criteria, the appointed bidder will be required to perform process engineering calculations that will produce a heat and material balance of the complete plant at each of the three airports.

The appointed bidder may make use of process simulation software if desired. However, the accuracy of the simulation and its calibration should be demonstrated against historical operating plant data or any other acceptable means. The heat and material balances should be provided in a form that easily readable by ACSA and does not require that ACSA obtain any software licenses.

The heat and material balance should be provided in tables that will indicate the relevant stream properties such as flow rates, phase, composition, temperature, pressure, operating and standard relative densities (specific gravity), enthalpies, viscosities and molecular mass for compressible fluids.

In addition to the process heat and material balance, the successful bidder is also required to provide environmental and utility summary tables indicating the normal and maximum estimated utility requirements for each unit. The services to be considered include cooling water, instrument air, steam etc. where required.

3.5.3. Process flow diagrams and process equipment data sheets
Upon completion of the heat and material balance, the successful bidder shall develop the preliminary process equipment list, the process flow diagrams (PFD’s), Utility flow diagrams (UFL) and process data sheets. The PFD’s shall form the basis for developing both the material selection diagrams (MSDs) as well the piping and instrumentation diagrams (P&IDs). The successful bidder will be required to share the material selection process and philosophy with ACSA.

Given the above requirement, it is the appointed bidder’s responsibility to ensure that the design team comprises the requisite skills to select the optimum materials of construction for the various plant equipment and systems, based on process fluid properties and design conditions. In addition, the inclement, highly corrosive and lightning-prone weather conditions at CTIA and KSIA should be taken
into account when selecting construction materials. The final MSDs shall form the basis for mechanical equipment, piping and instrumentation material specifications.

The successful bidder’s process engineers will then be required to develop the process equipment data sheets from the heat and material balance and MSD results. As the project develops, it is expected that other disciplines from the successful bidder’s team will add further details to the data sheets.

Appendix A lists the information that shall be contained in the data sheets of major equipment

3.5.4. Design reviews
The successful bidder will be required to provide the design philosophy and conduct the following minimum design reviews, together with ACSA, during the execution of the FEED study:

3.5.4.1. PFD Review
Upon completion of the draft PFDs, the successful bidder will be expected to schedule and lead the review sessions, provide descriptions of major streams as well as the functionality of each piece of equipment in the plant’s design. The PFDs are to also show the control philosophy for the plant operation.

The questions and recommendations from the review sessions are to be documented and included in the final revisions of the PFDs.

3.5.4.2. Hazard Identification (HAZID)
The appointed bidder’s engineers are required to carry out a HAZID study which should be led by a moderator experienced in the HAZID technique. Based on a preliminary plot plan, project team members shall identify potential hazards, the risk presented by the hazard as well as the means to either eliminate the hazard or mitigate the risk.

The mitigating actions should be assigned to discipline groups or specific individuals to ensure the mitigation control.

3.5.4.3. P&ID Review
Once the preliminary P&IDs have been completed, the appointed bidder will be required to schedule and lead the P&ID review.

In the review, the appointed bidder’s engineers are expected to describe each process and utility line including descriptions of valve types, equipment connections, line sizes, piping connectivity and various operating scenarios. The appointed bidder’s team will then be required to document all recommendations and address them in the final revision of the P&IDs.

3.5.4.4. Hazard and Operability Study (HAZOP)
The successful bidder shall conduct a HAZOP for the project. The scope of the HAZOP should include the identification of 1) potential hazards in a unit/system and 2) operability problems likely to lead to undesired outcomes. The appointed bidder should ensure that the HAZOP is facilitated by an experienced moderator to enable a comprehensive identification of such deviations.

The P&ID should be used as a starting point for the HAZOP. At the completion of this review, the successful bidder should provide a list of recommended modifications to the P&IDs.

All documentation and reports emanating from the above-listed reviews shall be included as part of the FEED study report that will be delivered to ACSA. A summary of the deliverables from the above reviews is listed below:

- Final revisions of PFDs
- HAZID study report including the hazard source list
- Final revisions of P&IDs
• HAZOP report
• Risk register and risk assessment report
The above listed reviews must take into account the Health and Safety Requirements listed under Section 3.13.

3.6. Equipment Definition
The successful bidder shall ensure that the process engineering deliverables described in Section 3.5 provide sufficient detail to enable discipline-specific engineering in the mechanical, structural, piping, control systems and electrical areas.

The successful bidder’s mechanical engineer(s) will be expected to use the process data sheets to further develop the equipment designs and add mechanical details to the data sheets. The mechanical engineer(s) in collaboration with other disciplines, are then expected to size the major equipment and provide a sized equipment list. The process equipment shall be listed together with item numbers, names, process materials, unit and weight, size/dimensions referenced to the P&ID.

The complete technical definition of each piece of major equipment should include the data sheets, narrative procurement specifications and design notes. These documents should be prepared in sufficient detail to support equipment pricing through competitive bidding by qualified vendors. The selected equipment definition method should be clearly stipulated in the bidder’s proposal.

Major equipment should include, but may not be limited to the following:

Pressure vessels
• Code requirements, metallurgy, wall thickness calculations, nozzle/shell attachment criteria and internal support requirements should be added to the data sheet.
Rotating equipment (including pumps, blowers, compressors and gen-set)
• In addition to selection of the equipment type for each service, the successful bidder should specify the associated auxiliary systems such as lube oil criteria, minimum flow bypass systems and seal specifications.
Heat exchangers
• The successful bidder should select among various types of heat exchangers based on experience and application. The appointed bidder will be required to also conduct heat transfer calculations to establish heat transfer surface area requirements. This information shall then be used to establish the general footprint and physical outline of the heat exchangers. The results of these activities (e.g. heat transfer duties and dimensional characteristics) should be included in the mechanical data sheet.
Absorption chiller
• Code requirements, metallurgy, wall thickness calculations, nozzle/shell attachment criteria and internal support requirements should be added to the data sheet.

Where applicable, fuel gas supply pipeline
• Tightness control system, compliance codes and requirements
Electrical equipment and instrumentation
• Electrical equipment includes the generator (alternator, voltage regulator, battery for start-up), transformers, switchgears, distribution cables etc. Refer to Appendix B for requirements electrical and instrumentation requirements.
Cathodic Protection
• Cathodic protection cables, anodes, rectifier (or DC power source)
Control System
• Control system equipment includes flow, temperature and pressure instrumentations, control valves, interlocks etc. The successful bidder shall also provide the plant’s control philosophy.
3.7. Equipment Pricing

Major equipment and system pricing is a key element in the development of the capital cost estimate. It is therefore ACSA’s expectation that the successful bidder will allocate sufficient resources and time to this activity. The successful bidder will be required to make use of a suitable and appropriate pricing methodology in estimating the cost of major equipment during the FEED study. As an example, the appointed bidder may utilize a request for quotation (RFQ) process involving a list of aptly qualified vendors and/or make use of in-house pricing history in cases where this data is available and suitable for use.

The selected pricing method should be clearly stipulated in the bidder’s proposal.

ACSA representatives should be involved in the identification of major equipment and systems that will comprise the majority of the capital cost of the project. This list should include the major mechanical equipment, major electrical equipment as well as instrumentation.

Irrespective of the selected pricing methodology, the successful bidder will be expected to provide a summarized list of recommended vendors as well as the following vendor-specific information for the major equipment:

- Equipment lead times
- Geographical location and networks
- Critical spares list and lead times
- Equipment compliance to applicable design standards

3.8. Plant Design and Layout

The successful bidder shall make use of the PFDs and preliminary equipment sizes to develop a plot/site plan which shall be updated as the project develops and additional requirements become available. The appointed bidder should ensure that the final plot plan takes into account the project constructability, operability and maintainability objectives.

Once the plot plan has been approved by ACSA, the successful bidder will be required to develop a three-dimensional (3D) model of the plants for each of the three airports. The model should include foundations, structural steel, mechanical equipment, buildings, piping, electrical equipment and electrical cables.

3.9. Bulk Materials

In addition to the major equipment and system costs, the successful bidder is requested to also complete the quantification and pricing for bulk materials for inclusion in the project capital cost estimate.

3.9.1. Bulk material types

The following bulk material types are in-scope:

- Concrete, rebar (reinforcing steel) and embeds
- Structural steel (pipe racks, supports and platforms)
- Piping systems (pipe, valves, elbows, tees)
- Electrical (transformers, switch-gear, cable trays, cable, conduit, junction boxes)
- Instrumentation and control system items

The successful bidder may select a bulk material quantification method of its choice e.g. quantification through the 3D model. The selected method should however be clearly stipulated in the bidder’s proposal.
3.9.2. Bulk material pricing
The successful bidder will be required to make use of a suitable and appropriate pricing methodology in estimating the cost of bulk materials. Given that these materials are generally available “off-the-shelf” items, the successful bidder may make use of recent project historical costs (where available) and apply the applicable escalation factors. This is especially applicable for items that have relatively low price fluctuations.

The bulk material pricing method/system that will be used by the Bidder should be clearly stipulated in the bidder’s proposal.

3.10. Engineering, Procurement and Construction (EPC) Execution Planning

3.10.1. Execution method and schedule
The successful bidder should consider factors such as contract terms, ACSA’s project execution experience, technical complexity of the project, execution risk, equipment and material sources etc., and advise ACSA on the most efficient and cost-effective execution method to follow when implementing this project.

The successful bidder will be required to develop a detailed execution schedule indicating work sequences, key milestones and durations such as, but not limited to:

- Detailed engineering design and model reviews
- Site mobilization activities
- Interfaces with ongoing airport operations - importantly, completion of site preparations/civil works and tie-ins into existing systems
- Procurement of major equipment and long lead items (where applicable) for each discipline
- Construction
- Commissioning and start-up activities

The execution schedule should consider critical schedule interfaces such as equipment deliveries, subcontracting plans, labour availability, inspection and testing procedures etc. Lastly the schedule should clearly indicate significant milestones as well as the critical path and the successful bidder should advise ACSA on how to ensure that activities on the critical path are not delayed.

3.10.2. Commissioning
The appointed bidder shall provide ACSA with a FEED-level commissioning philosophy covering both cold commissioning (the basis for mechanical completion) as well as hot commissioning activities (preparation for FEEDstock introduction). In addition, the appointed bidder should advise ACSA on the required performance tests that need to be conducted before the plant can be declared to have reached beneficial operation i.e. meeting the throughput and performance guarantees.

The above activities should be incorporated into the project schedule.

3.11. Capital Cost Estimation
The successful bidder shall prepare the FEED-level project capital cost estimate based on the deliverables and project execution plans discussed in the previous sections. The estimate should be at an FEL3 level of accuracy i.e. it must be a Class 3 estimate (as per the Association for the Advancement of Cost Engineering, AACE) that is suitable for Control Budgeting or Bidding/Tender.

The bidder’s proposal should provide a description of the process or method that will be followed in compiling the capital cost estimate.

The project capital costs should be broken down into the generalized categories described below:
3.11.1. Direct field costs
Direct field costs should include the material and equipment costs, construction labour and all subcontracts. That is, all the cost related to the provision of the full plant.

3.11.2. Indirect field costs
Indirect field costs should include all those costs that support the construction of the actual plant but do not form part of the permanent plant facilities e.g. temporary facilities, construction service contracts, construction management, construction equipment, insurance, permits, municipal approvals etc.

3.11.3. Design team costs
The bulk of these costs are associated with the labour cost for the design team of engineers and designers. The balance is for support functions including project management, procurement, contract management, project controls (planning and scheduling), information technology support, project accounting, quality assurance/control etc.

3.11.4. Owners costs
Owner’s costs are all costs that will be separate from the EPC cost and strictly for ACSA’s account. Below is a list of potential items that may be classified as owner’s cost:

- Commissioning and start-up material and inventory costs
- Capital spares, maintenance equipment and tools
- Construction back-up power
- ACSA staff and expenses, including auditing/inspection/witness testing
- Demolition or site clearing costs
- Legal costs
- Office equipment and supplies
- Chemicals (excluding first fills, where applicable)
- Lubricants (initial inventory and operating)
- Plant security
- Working capital

The above list is not exhaustive, and the successful bidder will be required to supplement it with other items where required.

3.11.5. Miscellaneous costs
All costs that do not fall under any of the above categories should be classified as miscellaneous costs.

3.11.6. Contingency and escalation
The successful bidder shall ensure that the allocated costs cater for escalation and contingency.

The cost escalation should be assessed and applied for 1) any delay between the timing of the project cost estimate and the final investment decision (FID) date and 2) the period between the FID date and the actual purchase dates of the equipment and materials. The successful bidder will therefore be required to provide an Instantaneous Job Cost (IJC, “overnight cost”) as well as an End of Job Cost (EOJ) which would include escalation, interest during construction as well as owner’s cost. In addition, the successful bidder shall provide an estimation of the cash flow profile of the EOJ cost based on the execution schedule i.e. the capital cost s-curve.

The successful bidder will also be required to estimate the contingency based on the identified potential risk items that could increase the cost of the project.
3.12. Operating Cost Estimation
The successful bidder will be required to estimate the following operating costs for the project:

Fuel gas
- The appointed bidder will be required to source fuel gas supply to the three airports. As previously mentioned, there is an existing fuel gas pipeline that runs in the vicinity of the ORTIA from which ACSA may tie-in. However, there are no existing pipelines near CTIA and KSIA. The successful bidder would therefore have to source this fuel gas from the market e.g. LPG or CNG via road tankage.
- The successful bidder must evaluate the life of the fuel gas supply to the different sites and legislative requirement for on-site storage of the fuel gas.
- The successful bidder must establish the most cost effective and viable fuel gas type by assessing the available suppliers in the market as well as their price offerings.

Chemicals
- The successful bidder shall conduct market research to determine the prices of all process chemicals that will be utilized by the trigeneration plant.

Utilities
- The successful bidder will be required to also provide pricing for utilities that will be consumed by the plant such as potable water from the municipality.

Inbound logistics/transportation
- In cases where the provided material pricing is ex. works and not a delivered price, the successful bidder shall indicate the transportation cost of delivering the materials to ACSA's airports.

Operating and maintenance
- ACSA does not intend to operate and maintain the plant/s using its own resources. ACSA anticipates that the plants will be operated through an Operate and Maintenance agreement with a suitable service provider. The successful bidder will be required to provide a cost estimate for such services. (“guarantees”, market players, geographical footprint) as well as the maintenance and operations philosophies of the plant.

Insurance costs
- An estimate of the expected risk insurance cost should be included in the operating costs.

ESKOM Electricity Tariff
- The successful bidder will be required to provide a forecast of the ESKOM electricity tariff, for the entire project life cycle, at each airport to enable ACSA to quantify the benefit of reducing consumption from the national grid.

The successful bidder should provide a list of all suitable suppliers/service providers of the above process consumables and Operating and Maintenance services i.e. the results of the market scan must be provided to ACSA.

For fuel gas and other variable costs, the successful bidder will be required to provide both the quantity or consumption rates of the materials (via heat and material balance) as well as the applicable prices. Given that the prices will change over the operating life of the plant, the appointed bidder will be required to provide annualized price forecasts over the life of the project.

For fixed costs (those that do not vary with production e.g. Service Provider’s Operation and Maintenance Fee), the successful bidder shall also provide a cost estimate together with a forecast of how these costs are expected to escalate over the life of the project.

The bidder’s proposal should provide a description of the process or method that will be followed in compiling the operate cost estimate.
3.13. Health, Safety and Environmental (HSE)

3.13.1. Process Hazard Analysis
Although there may be several process hazard analysis methodologies available to the bidder, ACSA requires that the HAZOP method be utilized. Given that this method requires P&ID’s to be completed, the successful bidder shall conduct a high-level HAZID during the earlier phases of the FEED study.

3.13.1.1. HAZID
The HAZID shall address the following hazards:

- Hazards inherent to plant operations considering factors such as receipt of FEEDstock, physical conditions of the materials being handled and any other possible physical, chemical and toxic hazards.
- Hazards inherent to other site activities, considering all types of planned activity by the workforce associated with construction, modifying, maintaining and operating the site as well as their deviation from the normal.

Where appropriate, the appointed bidder is expected to make recommendations for risk reduction and/or further investigation for ACSA to consider and make design changes where necessary.

3.13.1.2. HAZOP
The successful bidder is to lead the HAZOP study wherein operator error or equipment failure scenarios that may cause safety, environment or business impact will be identified. For scenarios that result in unacceptable risk, the appointed bidder’s team together with ACSA shall mitigate the risk through administrative controls or modification of equipment/control.

The results of the HAZOP study shall be documented in report containing a table of all risk items, the existing mitigations, and potential recommendations to reduce risk.

3.13.2. Hazardous Area Classification
The successful bidder shall indicate the extent of hazardous area and provide area classifications (fire zone, restricted area, impacted area, third party restricted area) for the selection of plant equipment.

The impact that the installation will have on current airport license and other airport legislation should also be highlighted.

3.13.3. Fire Protection
The design team should take into account all fire hazards and ensure that the plant design includes a fire protection system. This system shall comprise of, but not limited to, the firewater piping around the perimeter of the plant, fire hydrants, fire extinguishers as well as monitors spaced according to spray radius criteria.

The successful bidder shall provide the overall firewater network layout and associated P&ID’s. In addition, the site plan should clearly indicate escape routes and emergency assembly points.

The fire protection shall review and provide information on the impact of the fuel gas trigeneration plant on the airport’s existing fire-fighting skills, manpower, fire-fighting equipment and readiness to deal with a crisis. The existing memorandums of understandings with various fire-fighting teams shall be reviewed and their ability to respond to the crisis especially in the light of those airports that are already classified as Major Hazard Installations by virtue of existing Jet A1 Fuel Storage and hydrant networks.

3.13.4. Air Emissions
Given the nature of the technology under consideration, the successful bidder’s proposed design should take into account the risk of potential air emissions from the plant from both an environmental (pollution) as well as health point of view. This must include a feasibility study on technologies to potentially reduce CO2 emissions from the flue gas.
The successful bidder is expected to highlight all the applicable legislation in this regard and ensure that the proposed designs are compliant.

3.14. Legislative Requirements

The requirements and impact of the legislation listed below, where applicable, must be documented in a report and provided to ACSA. The successful bidder is to ensure that the proposed plant designs are compliant to all applicable legislation.

Airport related regulations: The appointed bidder will be required to consider all regulations related to airport infrastructure and operations which includes the South African Civil Aviation Authority (SACAA) requirements, International Civil Aviation Organisation (ICAO) and other license to operate requirements.

Environmental Impact Assessment (EIA): The appointed bidder is to establish whether an EIA will be required and if so, provide an estimation of the cost of the assessment as well as the expected duration. This must be incorporated into the EPC schedule and cost estimation. The successful bidder is not required to undertake the EIA study but to simply provide the cost and duration of the EIA, if ACSA is required to conduct such a study.

Carbon Tax Act: The tax impact of the imminent implementation of the Carbon Tax Act in terms of the quantity and pricing of greenhouse emissions must be quantified and documented. In addition, a comparison must be made between the tax implications of obtaining power supply from the national energy grid (ESKOM) vs. internal electricity generation via this project.

Occupational Health and Safety Act: The impact and requirements of the OHS act and its regulations (e.g. Electrical Installation Regulation, 2009 and the Pressure Equipment Regulation of 2009, Professional Appointments) as applicable to this project should be highlighted to ACSA.

National Energy Regulator of South Africa (NERSA) License: The successful bidder will be required to indicate whether a power production license application will need to be lodged with NERSA and highlight the requirements and application process. This should be completed for the scenario where 1) ACSA produces electricity for its own internal use as well as 2) where ACSA wheels electricity into the ESKOM grid (Independent Power Production).

Municipal bylaws: The appointed bidder will be required to highlight the municipal requirements that are applicable to this project.

The above legislation list is not exhaustive, and the successful bidder will be required to supplement it with any other relevant legislation that may be applicable to this project.

3.15. Knowledge Management

Fuel Gas to Power technology is a new technology to the ACSA organization. The handling of information and different forms of knowledge during the development of the project is key to its successful implementation. The appointed bidder will perform knowledge management for all elements of the FEED package, this will include (but not limited to):

3.15.1. Information management with systematic electronic document control system that will be key in effective execution of the project, this includes but is not limited to:

- Meetings attendance registers, minutes and decisions taken,
- Project documentation for each phase of the FEED study and the entire project,
- Records of interactions with various outside entities for the purposes of the project delivery of the FEED package,
• Design documentation, layouts, drawings, simulations, modelling, calculations in original format and PDFs
• Knowledge Transfer Material

3.15.2. Knowledge Transfer is required with one electrical engineering resource, one mechanical engineering resource and one "energy and demand management" resource from each of the three airports (ORTIA, CTIA, KSIA) for their airport’s FEED packages. In addition, knowledge transfer is also required with the Chief Engineer: Energy and Demand Management for all airports for all elements of the FEED package for the full scope of works of this tender. The expectation is that each mechanical, electrical and “energy and demand” engineering resource from each airport spends three full working days in engagement with the successful bidder to ensure that the knowledge used in the process of executing all elements of the FEED package for their airport is transferred to the resource. The knowledge transfer requirement for the Chief Engineer: Energy and Demand Management is to spend three full working days per airport FEED package in engagement with the successful bidder. The engagement must be interactive and required to be verbal and include written material; optionally videos, demonstrations and presentations can be included as methods of knowledge transfer. Knowledge Transfer Material and evidence of the knowledge transfer must be provided for each stage of the FEED Package for each resource and captured in the information management system described in 3.15.1.

The successful bidder will capture the cost of the Knowledge Management required for the Engineering, Procurement and Construction (EPC) Phase of the project and include this under the Owners Cost calculation in 3.11.4.

The bidders for this tender are required to provide an approach/methodology that will be used for meeting the Knowledge Management requirements as stipulated in this section 3.15.

3.16. FEED Study Project Management
The successful bidder will be required to appoint a project manager for the execution of the FEED study. The project manager will serve as the main liaison for communication with ACSA.

The project manager will also be responsible for the following critical activities:

• Timeous completion of the deliverables listed in this scope of work.
• Cost management during the execution of the FEED study
• Maintenance of a risk register covering design, operations as well as business (financial) risk
• Ensuring that all the requirements of this scope of work are completed at the required quality.
• Delivery of the completed FEED package and close-out report

ALL WORKS TO BE CARRIED OUT ACCORDING TO NECESSARY LEGISLATION, SOUTH AFRICAN NATIONAL STANDARDS (SANS), ACSA RULES ETC GOVERNING THE SITE AND THIS WORKS.
Project Delivery Lead Time

Project must be completed within 10 months from signing of contract.

Induction Course

An induction course must be attended by the contractor and all personnel who would be involved on site. The contractor will need to make own arrangements for staff full medicals. And schedule with the ACSA’s project manager for the induction course.

Other Airport Users and Contractors

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services.

Organization and Staff of the Contractor

Competence and Conduct of Contractor’s Staff

The Contractor shall employ persons that are competent and efficient in their specific trades and callings. Airports Company South Africa Limited may object to and require the Contractor to remove from site any person employed by the Contractor who, in the opinion of Airports Company South Africa Limited, misconduct’s himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be employed under this contract again.

Replacement of Staff

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

Reliability

The Contractor shall take all reasonable measures to safeguard performance and quality.

Safety and Convenience of Airport

The Contractor shall protect the site properly and shall so arrange his operations that minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

Access to Available Drawings and Records

Airports Company South Africa Limited shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.
Payments
Payment terms will be discussed and agreed with the successful bidder, the agreed dates will be amongst those approved by Airports company south Africa.

Notes:
1. Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.
2. Contractor to provide PPE that is identifiable.
3. Housekeeping should be maintained at all times.

Approvals:
- Site Approvals - The contractor will require approvals as follows prior to working on site:-
  - Permit office for Permits (vehicles/individuals) and Parking.
  - Safety department for safety file approval and permit to work.
- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts Manager.

Proof of Compliance with the Law:
Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site, including but not limited to:
- OHS Act 85 of 1993
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- Airports Company Act, No.44 of 1993
- Civil Aviation Offences Act, No.10 of 1972
- South African Civil Aviation Authority Act, No.40 of 1998
- The ACSA Permit regulations

Permits
(a) The Contractor shall procure the services at ACSA airport/s as referred to in this document. All airside services are in restricted areas and access-controlled areas; accordingly, it is crucial for the Contractor to note that ACSA Airports are National Key Points and governed as such.

(b) Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.

(c) The Contractor shall be compensated for costs relating to Employer required permits.

(d) The Contractor must ensure that he/she is, at all times, familiar with the Employer’s safety and security requirements relating to permits in order for no services to be delayed as a result thereof. This includes the permit application process (available to the Contractor upon request).

(e) 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.
(f) The Contractor shall have no claim against the Employer in the event that a permit request is refused for reasons not attributable to the Employer.

(e) The following table is not all inclusive, but is provided for illustration purposes:

<table>
<thead>
<tr>
<th>Permit</th>
<th>Required by/for</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVOP – Airside Vehicle Operator permit</td>
<td>All drivers of vehicles on airside</td>
<td>ACSA Safety</td>
</tr>
<tr>
<td>Airside Vehicle Permit</td>
<td>All vehicles that enter airside</td>
<td>ACSA Safety</td>
</tr>
<tr>
<td>Basement Parking permit</td>
<td>All vehicles allowed to enter the delivery basement</td>
<td>ACSA Parking</td>
</tr>
<tr>
<td>Personal permit</td>
<td>All persons employed on the Airport</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Cell phone permit</td>
<td>All persons taking cell phones to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Lap top permit</td>
<td>All persons taking lap top computers to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Camera permit</td>
<td>All persons taking cameras or camera equipment to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Hot Works Permit</td>
<td>All welding and/metal cutting Services</td>
<td>ACSA Safety / Fire &amp; Rescue</td>
</tr>
</tbody>
</table>

(f) Proof of having attended the induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

(g) 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.

(h) The Contractor shall not be allowed to use two-way radios at on the Employer’s Premises unless these radios are of the type as approved by the ACSA IT department and are intrinsically safe. Unsafe acts/ negligent behaviour can lead to penalties/fines and/or a removal of the access permit.
SECTION 4
THE CONTRACT
1.1 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:

Front End Engineering Design (FEED) Package for Fuel Gas Trigeneration Plants at O R Tambo International Airport, Cape Town International Airport and King Shaka International Airport

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender 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 Bidder offers 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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Offered Total of the Prices Exclusive</td>
<td></td>
</tr>
<tr>
<td>Value Added Tax @ 15%</td>
<td></td>
</tr>
<tr>
<td>The Offered Total of the Prices Inclusive</td>
<td></td>
</tr>
</tbody>
</table>

(in words – Total offer inclusive of VAT)

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
C1.1 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 Tenderer’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 Tenderer’s Offer shall form an agreement between the Employer and the Tenderer 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:

1. Agreement, and Contract Data, (which include this Agreement)
2. Pricing Data, including the Pricing
3. Scope of Work
4. Site Information

Attached Appendices

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer 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 Tenderer shall within one week 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.
C1.1 FORM OF OFFER AND ACCEPTANCE

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) 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.

<table>
<thead>
<tr>
<th align="right">Name of Employer   :</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td align="right">Address            :</td>
<td></td>
</tr>
<tr>
<td align="right">Telephone Number   :</td>
<td></td>
</tr>
<tr>
<td align="right">Facsimile Number   :</td>
<td></td>
</tr>
<tr>
<td align="right">Name               :</td>
<td>(of person authorised to sign on behalf of the Bidder)</td>
</tr>
<tr>
<td align="right">Capacity           :</td>
<td></td>
</tr>
<tr>
<td align="right">Signature          :</td>
<td></td>
</tr>
<tr>
<td align="right">Date               :</td>
<td></td>
</tr>
<tr>
<td align="right">Witness Name       :</td>
<td></td>
</tr>
<tr>
<td align="right">Signature          :</td>
<td></td>
</tr>
<tr>
<td align="right">Date               :</td>
<td></td>
</tr>
</tbody>
</table>
## C1.1 FORM OF OFFER AND ACCEPTANCE

### C. SCHEDULE OF DEVIATIONS

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

A Tenderer’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 tender 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 tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Subcontracting</td>
<td>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.</td>
</tr>
<tr>
<td>2. Subject</td>
<td>Details</td>
</tr>
<tr>
<td>3. Subject</td>
<td>Details</td>
</tr>
<tr>
<td>4. Subject</td>
<td>Details</td>
</tr>
<tr>
<td>5. Subject</td>
<td>Details</td>
</tr>
</tbody>
</table>
C1.1 FORM OF OFFER AND ACCEPTANCE

By the duly authorized representatives signing this Schedule of Deviations, ACSA and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer 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 tender documents and the receipt by the Tenderer 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:

<table>
<thead>
<tr>
<th>Bidder / Entity's Name</th>
<th>:</th>
</tr>
</thead>
</table>
| Address                       | :
| Name                          | :
| Signature                     | :
| Date                          | :
| Witness Name                  | :
| Signature                     | :
| Date                          | :

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C1.1 FORM OF OFFER AND ACCEPTANCE

For the Airports Company South Africa

Name: 

Signature: 

Date: 

Witness Name: 

Signature: 

Date: 


C1.2 CONTRACT DATA

PART 1: C1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

NEC3 Professional Services Contract will apply.
C1.3 INSURANCE REQUIREMENTS

SECTION A: DEFINITIONS

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

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

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

1.1 Contract Works
- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants should re-insure the deductible

1.2 Public Liability
- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants should re-insure the deductibles

1.3 Professional Indemnity
- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

Contractor is responsible for the following as well:

(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.

Sub-Contractors
The Contractor shall:
- Ensure that all potential and appointed Sub-Contractors are aware of ACSA’s insurance requirements.
- Enforce the compliance by Sub-Contractors where applicable.
C1.3 INSURANCE REQUIREMENTS

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:

Duly Authorised Person to Sign:

Position:

Signature:

Date:

---
SECTION 5
SITE INFORMATION

The contractor is required to comply to all Airport safety regulations.

All works to be carried out according to necessary Legislation, South African National Standards (SANS), ACSA rules etc governing the site and works.
SECTION 6
ANNEXURES
HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

ANNEXURE A

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, land owners 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.
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

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Responsible Individual</td>
<td></td>
</tr>
<tr>
<td>Activity in Progress at the Time of Infringement</td>
<td></td>
</tr>
<tr>
<td>Nature of Infringement</td>
<td></td>
</tr>
<tr>
<td><strong>Serious</strong></td>
<td><strong>Minor</strong></td>
</tr>
<tr>
<td>Issued By</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td></td>
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<tr>
<td>Contact Details</td>
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<tr>
<td>Issued To</td>
<td></td>
</tr>
<tr>
<td>Name</td>
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<td>Date</td>
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<tr>
<td>Time</td>
<td></td>
</tr>
<tr>
<td>Contact Details</td>
<td></td>
</tr>
</tbody>
</table>
## NON-CONFORMANCE FORM

### Non Conformance Report

<table>
<thead>
<tr>
<th>Contractor name</th>
<th>Contract/Service description</th>
<th>Contract number</th>
<th>Reference document</th>
<th>ME DOC 200610/01</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

Number of non-conformances already issued against the contractor

### Description of Non-conformance:

<table>
<thead>
<tr>
<th>ACSA Representative's Department</th>
<th></th>
<th></th>
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</thead>
<tbody>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ACSA Representative Name</th>
<th>Signature</th>
<th>Date</th>
<th>Response date required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>6</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ACSA Representative's Email Address</th>
<th>Telephone</th>
<th>Cell</th>
<th>Facsimile</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non Conformance

<table>
<thead>
<tr>
<th>Recipient/Reps Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
<th>Email address</th>
<th>Telephone</th>
<th>Cell</th>
<th>Facsimile</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

### contractor’S Response:

- **(A) Cause**
- **(B) Immediate Corrective Action**
- **(C) Action to Prevent Recurrence**

<table>
<thead>
<tr>
<th>(D) Corrective Action Implementation Date:</th>
<th>(E) Preventing Recurrence Implementation Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recipient/Reps Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### ACSA Representative: Evaluation of Proposed Corrective Action

- **Accepted** [ ]
- **Rejected** [ ]

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

### CONTACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements

<table>
<thead>
<tr>
<th>Recipient/Reps Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date Implemented</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ACSA Representative: Follow up and close out

- **Accepted** [ ]
- **Rejected** [ ]

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
NON CONFORMANCE REPORT (NCR) PROCESS

1. The ACSA representative notices any irregularity concerning contractor performance, quality, deviation from contract, etc and fills out this form.

2. The ACSA representative completes the first part of the form and issues it directly to the Contractor’s representative.

3. The Contractor’s representative signs acceptance and understanding of the NCR.

4. The ACSA representative gives a copy of this signed NCR to the M&E managers office for filing and noting.

5. The Contractor’s representative informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.

6. The Contractor’s representative submits the response e-mail / fax to the ACSA representative for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.

7. The ACSA representative informs the Contractor’s representative of the result of the evaluation, by responding via e-mail / fax.

8. Note: If the response is not adequate, the Contractor’s representative must resubmit a solution.

9. Upon completion of the corrective action and verification thereof, the Contractor’s representative then informs the ACSA representative by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.

10. The ACSA representative’s relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.

11. The ACSA representative returns the concluding results to the Contractor’s representative via e-mail / fax.

12. If the original situation still exists, and the NCR cannot be closed out, the ACSA representative or relevant personnel raises a new NCR, and the same procedure as above is repeated.

13. Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.

14. These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note:
- All parties shall ensure that no delays are caused in the above chain of events.
- The shaded areas are to be completed by the Contractor’s representative.
SECTION 7
APPENDICES

REFER SEPARATELY ATTACHED

Advert : Bid Advert
Appendix A : Data Sheet Requirements – Process Equipment
Appendix B : Data Sheet Requirements – Electrical Equipment and Instrumentation

NB: Following Appendices included for information purposes only. The relevant appendices to be completed by the successful bidder.

Appendix C : Safety File Requirements
Appendix D : Permit to Work
Appendix E : Environmental Management System Policy Statement
Appendix F : EMS048 ACSA Service Maintenance Contractors Environmental Terms
Appendix G : Environmental Impact of Service and Maintenance Contractors
## BID COMPLETION CHECK LIST

<table>
<thead>
<tr>
<th>Item #</th>
<th>Item Description</th>
<th>Completed</th>
<th>Signed</th>
<th>Supporting Documents Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Page 4</td>
<td>Acceptance of the terms and conditions of this RFB / RFP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.0</td>
<td>Valid Proof of B-BBEE Level</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Completed Certificate of Attendance at Compulsory Clarification Meeting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Proof of Professional Registration with ECSA – Mechanical Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Proof of Professional Registration with ECSA – Electrical Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Proof of Professional Registration with ECSA – Civil Engineer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>Proof of Professional Registration with ECSA – Process Engineer</td>
<td></td>
<td></td>
<td></td>
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