



**REQUEST FOR BIDS (RFB)**  
**Collection and Testing of Potable Water for a period of 5 years AND**  
**a Once-off Cleaning of Water Storage Tanks**  
**at**  
**King Shaka International Airport (KSIA)**

**Bid Reference Number** : DIA5636/2018/RFP

**Issue Date** : 11 October 2018

**Compulsory Briefing Session** : 26 October 2018 at 11:00

**Requirements for the Site Inspection** : Park at the shaded parking area in order to redeem  
Note: Site meetings could last up to 3 hours a validated parking ticket

**Queries Closure Date and Time** : 30 October 2018 at 16:00

**Bid Closing Date and Time** : 15 November 2018 at 11:00

**Bid Submission Delivery Address** : King Shaka International Airport La Mercy  
ACSA Reception,  
Ground Floor - Multi Storey Office Block,  
Located in the Pick-Up Zone area

**Bidder Name** :

**Contact Person and email address** :

**Bidder Details / Stamp** :

## INTRODUCTION

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

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

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

King Shaka International Airport has been accredited for ISO 14001:2015. As such, we strive to continuously improve our operations thus minimising our impact on the environment. We therefore want to ensure that our service providers comply with all environmental requirements whilst operating on our site.

**THIS BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA**

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## ACCEPTANCE OF TERMS AND CONDITIONS OF THE BID DOCUMENT

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

1. The content of the bid document in its entirety i.e. pages 1 - 63
2. The Bid Procedures;
3. To submit all returnable documents as required;
4. The terms and conditions set forth within this Bid Document i.e. Agreement, and Contract Data;
5. Pricing Data (including the Pricing Schedule or Bill of Quantities);
6. The Scope of Work;
7. Inclusive of all appendices as listed in accordance with the terms set herein.

<b>Biding Entity Name</b>	:	<input type="text"/>
<b>Authorised Signatory Name</b>	:	<input type="text"/>
<b>Position</b>	:	<input type="text"/>
<b>Signature</b>	:	<input type="text"/>
<b>Date</b>	:	<input type="text"/>

# SECTION 1

## INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Airports Company South Africa invites bidders for:

**The Collection and Testing of Potable water for a period of 5 years AND a Once-off Cleaning of water storage tanks at King Shaka International airport (KSIA).**

### 1.1 COLLECTION OF BID DOCUMENTS

Bid documents are available on the following websites from 11 **October 2018**:

- National Treasury ([www.etenders.gov.za](http://www.etenders.gov.za))
- ACSA ([www.airports.co.za](http://www.airports.co.za))

### 1.2 QUERIES RELATING TO THE ISSUE OF THE BID DOCUMENTS

1.2.1 Any and all communication related to this Bid must be reduced to writing via email, indicating the bid reference number to the official as listed below:

- Name : Mr Johnson Mji
- Designation: Senior Buyer
- Email : [procurement3.ksia@airports.co.za](mailto:procurement3.ksia@airports.co.za)
- Facsimile : 086 665 5274

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

### 1.3 SUBMISSION OF BID DOCUMENTS

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

- King Shaka International Airport, La Mercy
- Reception
- Ground Floor,
- MSO Building
- Located in the Pick-up zone Area
- Attention: Johnson Mji

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

**Bid must be submitted on or before 11:00 on 15 November 2018 - South African Time**

#### **1.4 LATE BIDS**

- 1.4.1 Bids which are submitted after the closing date and time will not be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids.
- 1.4.2 Airports Company South Africa SOC Limited will not be liable for any late bids.

#### **1.5 CLARIFICATION AND COMMUNICATION**

- 1.5.1 Request for clarity or information on the bid may only be requested until the 30 **October 2018** at **16:00**.
- 1.5.2 Any responses to queries or for clarity sought by a bidder will be sent to all the other entities which have responded to this bid on or before 30 October 2018 at 16:00.

#### **1.6 COMPULSORY BRIEFING SESSION**

- 1.6.1 There will be a compulsory briefing session at **11:00 on 26 October 2018** at King Shaka International Airport, LA Mercy, Izulu Boardroom, 3rd Floor Multi-storey Office (MSO) Building (located in the Pick-Up zone area).
- 1.6.2 Bidders must park at the shaded parking area in order for their parking tickets to be validated and parking costs waived. Failure to park at the shaded parking area will result to parking costs being incurred.
- 1.6.3 In addition to the technical person attending the meeting, and where possible Bidders may consider sending a representative that is responsible for the compilation of the bid documents to ensure that the requirements are understood. Where possible bidders may provide their business cards at the site meeting.
- 1.6.4 ACSA may not be held accountable for loss, damage or injury to the Bidder or the Bidder's property during site inspection session.

#### **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 bid 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 bid;
- b. Split the award of this bid;
- c. Negotiate with all or some of the shortlisted bidders;
- d. Award the bid to a bidder other than the highest scoring bidder; and / or
- e. Cancel this bid.

**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 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 HOT-LINE**

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

Airports Company South Africa Tip-Offs Anonymous:

**Free Call:** 080 0008 080 / **Free Fax:** 080 0007 788 / **Email:** [acsa@tip-offs.com](mailto:acsa@tip-offs.com)

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

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

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

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

**1.12 CONFIDENTIALITY OF INFORMATION**

- 1.12.1 ACSA will not disclose any information disclosed to ACSA through this Bid process to a third party or any other bidder without any written approval from the bidder whose information is sought.
- 1.12.2 Furthermore, ACSA will not disclose the results of the Bid until the bid process has been finalised.
- 1.12.3 Bidders may not disclose any information given to the bidders and part of this Bid process to any third party without the written approval from ACSA. Please complete the Non-Disclosure Agreement.

## SECTION 2

### EVALUATION PROCESS AND CRITERIA

#### 2.1 EVALUATION PROCESS

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

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

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

Stage 1	Stage 2
Compliance to Mandatory / Pre-Qualification Criteria	Evaluate Price and B-BBEE

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

#### 2.2 STAGE 1: COMPLIANCE TO PRE-QUALIFICATION AND MANDATORY CRITERIA

2.2.1 Failure to comply with / satisfy all the mandatory / pre-qualification requirements below may result in disqualification of the bid.

2.2.2 Proof must be provided.

#	(a) PRE-QUALIFICATION CRITERIA	Main Bidder Yes / No	JV Partner Yes / No	Sub - Contractor Yes / No
1	<p><b>Transformation Commitment.</b></p> <p><b>This bid is open to the following bidders only:</b></p> <ul style="list-style-type: none"> <li>An EME or QSE which is a minimum B-BBEE status level 3 contributor or higher.</li> </ul>			
	<b>(b) MANDATORY/ELIGIBLE CRITERIA</b>			
2	<p><b>Attendance to Compulsory Briefing Session.</b></p> <ul style="list-style-type: none"> <li>Relevant Annexure (Certificate of Attendance at Compulsory Clarification Meeting) must be duly signed and dated by an authorised signatory.</li> <li>The register at the site meeting must be signed.</li> </ul>			



#	(a) PRE-QUALIFICATION CRITERIA	Main Bidder Yes / No	JV Partner Yes / No	Sub - Contractor Yes / No
3	<b>Summary Price Schedule</b> <ul style="list-style-type: none"> <li>• Complete and sign the Summary Pricing Schedule</li> </ul>			

## CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

**Compulsory** Briefing Meeting will be held at the King Shaka International Airport, La Mercy, iZulu Boardroom, 3<sup>rd</sup> Floor Multi-storey Office (MSO) Building (located in the Pick-Up zone area).

This is to certify that the following person attended the compulsory briefing meeting held on 26 October 2018 at 11:00 at the above address.

**Full Name and Surname** :

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**Company / Bidding Entity** :

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

Name	:	
E-mail	:	
Contact Number	:	

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

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**ACSA Confirming - Briefing Attendance** :

<i>Company Stamp</i>	<i>Representative Signature</i>
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**ACSA Confirming - Site Inspection Attendance** :

<i>Company Stamp</i>	<i>Representative Signature</i>
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**PPPFA CLAIM FORM****SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

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

1.2

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 Points for this bid shall be awarded for:

- a. Price; and
- b. B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"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;
- (c) **"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;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"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;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"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;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = 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:

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF 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 box)**

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

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 box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME √</b>	<b>QSE √</b>
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		
<b>OR</b>		
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]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) 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 BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## B-BBEE INFORMATION

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

### 1. Company B-BBEE Information

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

### 2. Company Ownership / Shareholder Information

#### a. Directors

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

#### b. Shareholders

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



## PRICING INSTRUCTION AND SCHEDULE

### 2.3 STAGE 2: EVALUATION OF PRICE AND B-BBEE

#### 2.3.1 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.

#### 2.3.2 Pricing Instructions:

- 2.3.2.1 Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.
- 2.3.2.2 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.3.2.3 All rates quoted as part of this bid will apply to ad-hoc works as/when required (additional work outside scheduled maintenance).
- 2.3.2.4 Do not leave any area blank in the pricing schedules. (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 2.3.2.5 All provisional and estimated sums will be reimbursed on proven costs.
- 2.3.2.6 Permit costs:
- Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
  - No mark-up to be levied on Permit costs.
  - All employees will be checked for criminal records and no permit will be granted to those with criminal records.
  - Cost for lost permits and new employees will not be reimbursed by ACSA.
  - Foreign Nationals will need to provide a valid working permit.
- 2.3.2.7 No price to be levied on items provided by ACSA (e.g. Lease, Water, Electricity, etc.)
- 2.3.2.8 3<sup>rd</sup> Party Procured Items and Services:
- Spares (material) and sub-contracted work will be charged at cost plus mark-up.
  - VAT will not form part of mark-up calculations.
  - All material supplied must be of good quality e.g SABS approved.
- 2.3.2.9 The Bid offer must be inclusive of VAT.
- 2.3.2.10 The VAT portion must be indicated separately.
- 2.3.2.11 Payment for this contract will be against proven cost.
- 2.3.2.12 Annual Increases will be negotiated with CPI being the maximum granted.

**2.3.3 PRICING SCHEDULES:**

**2.3.3.1 PRICE SCHEDULES FOR COLLECTION AND TESTING OF POTABLE WATER FOR A PERIOD OF FIVE (5) YEARS.**

<b>PRICING SCHEDULE 1: SAMPLING</b>				
<b>On-site Labour Price for Sampling</b>				
Sampling	Unit	Qty	Rate/ each	Price per month Excluding VAT
Estimated labour time on site during working hours	Hrs	8	R	R

<b>PRICING SCHEDULE 2 : LABORATORY</b>			
Laboratory prices must include consumables, analyzing, interpretation of results and producing of reports.			
Bacteriological analysis	Price per sample	Number of sampling points per month	Monthly Price Excluding VAT
Faecal Coliforms (C)	R	12	R
eColi Bacteria (B)	R	12	R
Heterotrophic plate count	R	12	R
Coliform bacteria	R	12	R
TMA @22°C	R	12	R
TMA @37°C	R	12	R
Pseudomonas species	R	12	R
Clostridium perfringens	R	12	R
Enterococci	R	12	R
PH	R	12	R
Residual Chlorine	R	12	R

Turbidity	R	12	R
Odour/Taste	R	12	R
<b>Total excluding VAT</b>			R

**PRICING SCHEDULE 3: TRAVEL**  
 All travelling costs to be included

No. of KMs per month	Rate/km	Price per month Excluding VAT

<b>PRICING SCHEDULE 4: WATER SAMPLING AND TESTING FOR 5 YEARS</b>			
	Monthly Price Excluding VAT	Yearly Price Excluding VAT (monthly x 12)	Price for 5 years Excluding VAT and Annual Increases (yearly x 5)
Price Schedule 1 above: On-Site Sampling	R	R	R
Price Schedule 2 above: Laboratory	R	R	R
Price Schedule 3 above: Travelling	R	R	R
<b>Total Excluding VAT</b>	<b>R</b>	<b>R</b>	<b>R</b>

<b>SCHEDULE 5: <u>ONCE-OFF</u> CLEANING OF WATER STORAGE TANKS (RESERVOIRS)</b>			
Below price must include travelling, labour, chemicals and material.			
Area	Volume	Rate/cubic metre volume	Price Excluding VAT
Main Reservoir- 3 Mega Litres (ML)	3000 cubic metre	R	R
Terminal building tank 1	100 cubic metre	R	R
Terminal building tank 2	100 cubic metre	R	R
Estimated Disposal volume	800 cubic metre	R	R
Total Excluding VAT			R

**FINAL SUMMARY PRICE SCHEDULE**

The Collection and Testing of Potable water for a period of five (5) years AND a Once-off Cleaning of water storage tanks at King Shaka International airport (KSIA).

ITEM	PRICE
Sampling Sampling and Testing for 5 years: Price Shedule 4 above	R
Once -off Cleaning of Water Tanks: Price Schedule 5 above	R
Administrative costs	R
Provisional Sum : Permits (includes; AVOP, Basement parking, personnel permits)	R 20 000.00
Safety file	R
Protective clothing (PPE)	R
Other Costs: (Indicate and describe if applicable)	R
TOTAL EXCLUDING VAT AND ANNUAL INCREASES	R
VAT	R
GRAND TOTAL INCLUDING VAT AND EXCLUDING ANNUAL INCREASES	R

**Bidder / Entity's Name** :

**Represented By** :

**Name and Surname**  
*Duly Authorised Person to Sign* :

**Signature** :

**Date** :

**Mark-Up of 3<sup>rd</sup> Party Procurement (Items and services):**

- Spares and sub-contracted work will be charged at cost plus mark-up.
- VAT shall not form part of mark-up calculations.
- Markup percentage will be subject to negotiations between the Bidder and ACSA.

Mark-Up	
Indicate % Mark-Up on 3 <sup>rd</sup> Party procured items and Services	%

## SECTION 3

### SCOPE OF WORK

#### 3.1 PURPOSE

The Contractor will provide:

**Collection and Testing of Potable Water for a period of 5 years And a Once-off Cleaning of Water Storage Tanks** at King Shaka International Airport.

- a. **Landside** refers to:
  - Areas of the airport before the security points, and
  - The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.
- b. **Airside** refers to:
  - The Apron / Manoeuvring Areas,
  - Area within the airside boundary / perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

#### 3.2 SCOPE OF WORKS

##### 3.2.1 OBJECTIVES

The water testing and analysis is conducted to determine the status and safety of drinking water supplies, which is an essential requirement for the well-being of communities. The determination of the chemical and microbiological quality of the water supplies is essential to establish the need and adequacy of treatment, and to safeguard human health. Safe drinking water quality must comply with the South African National Standards (SANS) 241. Good quality water is odourless, colourless, tasteless, and free from faecal pollution and chemicals in harmful amounts.

##### 3.2.2 DETAILED DESCRIPTION OF THE SERVICES REQUIRED

##### 3.2.2.1 **SCOPE OF WORKS FOR THE COLLECTION AND TESTING OF POTABLE WATER FOR A PERIOD OF 5 YEARS:**

##### Sample Collection

It is important that the sample must be representative of the water on which the information is required, that the correct type and volume of sample is taken, that the correct procedure is followed for the type of sample and that the correct type of container is used.

**The samples should be collected as follows:**

- Open tap or valve.
- allow water to run to waste for 3-5 min before running it into the bottle.
- Remove cap of sample bottle, but do not contaminate inner surface of cap and neck of sample bottle with hands.
- Fill sample bottle without rinsing and replace cap immediately. When the sample is collected leave ample air space in the bottle (at least 2.5 cm) to facilitate mixing by shaking before analysis.
- Using a water-proof marker or grease pencil, number the bottle with the sample code number.
- Place sample bottle in a cooled container (e.g. cool box) directly after collection.
- Remember to close the tap!

**Special Precautions**

- Keep sample bottle closed and in a clean condition up to the point where it must be filled with the water to be sampled.
- Do not rinse bottle with any water prior to sampling.
- When samples for chemical and microbiological analysis are to be collected from the same location, the microbiological sample should be collected first to avoid the danger of microbiological contamination of the sampling point.
- If the tap cleanliness of the tap is questionable, clean the tap with a solution of sodium hypochlorite (100 mg/l NaOCl) before sampling. Let the water run for 2 to 3 minutes afterwards.

**Information to be Supplied with Sample from the Sampler to the Laboratory**

- Reasons for examination, for example whether a routine sample or Otherwise.
- Source from where the water has been collected, for example whether from a well, spring, lake, reservoir, or piped supply. Mention also the exact place from where the water was taken e.g. MSO level 3 kitchen or MBI bathroom.
- Mention any possible sources of pollution in the area and their approximate distance from the sampling point.
- Date and time when the sample was taken and dispatched.

**Areas to be Tested**

**The samples to be tested should be collected from the following areas:**

**One sample per area to be tested.**

1. Main reservoir – 3 Mega Litres (ML)
2. 2 x Terminal building 100 Kilo Litres (KL) roof tanks – one sample per tank
3. Terminal building Ground Floor - South bathroom

4. Terminal Building Ground Floor – North bathroom
5. Fire Station (kitchen)
6. Maintenance Building (MB1– kitchen)
7. Potable Water Facility (Airside – Alpha apron)
8. Forward Fuel Depot (kitchen)
9. Air Traffic & Navigational Services (ATNS) Tower (kitchen)
10. Multi-storey office Building (Level 4 kitchen)
11. South Waste Water Treatment Plant (kitchen)
12. Car rental area (one kitchen)

### **Transportation Method**

The following preservation techniques are recommended:

- To minimize water quality changes between sampling and analysis it is important to keep the samples as cool as possible, without freezing them. In general, the shorter the time between collection of a samples and its analysis the more reliable the results are.
- Preferably pack water samples in crushed or cubed ice during transportation (only applicable if samples will be delivered to the laboratory within 6 hours, as the ice will melt after longer periods). This specifically applies to microbiological and nutrient samples.
- Avoid using dry ice as it will freeze the samples and may cause glass containers to break. Dry ice may also affect a pH change in samples.

### **Resources for Testing:**

#### **Laboratory**

Laboratory must be accredited to SANAS or any other accreditation based on ISO 17025.

The following sampling equipment is required:

- A sample tap, or alternately dip sampling equipment which must be sterilized;
- Gas burner/alcohol for flaming/disinfecting the tap before sampling;
- Sample bottles and preservatives that are suited to the determinants to be analyzed;
- Cooler boxes and ice packs for transporting microbiological samples;
- Sample labels for recording the sample point number, the date and time of sampling and the sampler's name; pH meter, or pH indicator strips and buffer solutions;
- Turbidity meter and standards for calibration;
- Equipment for measuring free and total chlorine concentrations, and
- Jar and cascade test equipment

### **Microbiological Safety Requirements**



For various reasons, pure water entering the distribution system may deteriorate in quality before it reaches the consumer’s tap, e.g. a result of unsatisfactory pumping repairs, use of contaminated materials in construction, and access of coliforms through air valves, hydrants, pumps, and leaks in pipes where they are under negative pressure. Thus, although ideally all samples drawn from the distribution system should be free from coliforms, a minimal contamination within the following limits may be tolerated.

E. coli should not be detected in any 100ml sample. No more than three coliform bacilli should be found in any 100ml sample.

Coliform bacilli should not be detected in any two consecutive samples of 100ml from the same or closely related sampling point.

When any coliforms are found, the disinfection process should be checked and the water re-sampled from the same and related sites to confirm the original positive finding and locate the possible source of contamination.

1	2	3	4	5
		<b>Allowable compliance contribution (A)</b>		
		<b>95% of samples, min</b>	<b>4% of samples, max</b>	<b>1% of samples, max</b>
		<b>Upper limits</b>		
<b>Faecal Coliforms (C)</b>	<b>Count 100/ml</b>	<b>not detected</b>	<b>1</b>	<b>10</b>
<b>eColi Bacteria (B)</b>	<b>Count 100/ml</b>	<b>not detected</b>	<b>not detected</b>	<b>1</b>
<p>A = The allowable compliance contribution shall be at least 95% to the limits indicated in column 3, with a maximum of 4% and 1% respectively, to the limits indicated in column 4 and column 5. The objective of disinfection should nevertheless be to attain 100% compliance to the limits indicated in column 3</p> <p>B = Definitive, preferred indicator of faecal pollution.</p> <p>C= Indicator of unacceptable microbial water quality. Could be tested instead of E. coli but is not the preferred indicator of faecal pollution. Also, provides information on treatment efficiency and after growth in distribution networks.</p>				

**Testing Frequency**

The samples must be collected and tested on a monthly basis.

**Reporting**

Monthly Report must include the following:-

- Laboratory Results
- Trend Analysis
- Interpretation of Results

- Recommendation

Any information that may be relevant must be noted in the report, such as time between sampling and analysis, any sign of contamination, sediments, etc.

**All reporting and forecasting information must be treated with strict confidentiality, and must not be issued to any other company / person other than Airports Company of South Africa.**

### **Adhoc Works**

Adhoc sampling may be required.

### **Sampling Personnel**

The individual taking the sample must be appropriately trained for the collection of water samples.

## **3.2.2.2 SCOPE OF WORKS FOR THE ONCE-OFF CLEANING OF THE WATER STORAGE TANKS**

### **1 X MAIN RESERVOIR- 3 MEGA LITRES (ML)**

The level in the 3ML reservoir is controlled by means of a mechanical equilibrium Vosa float valve and water is supplied via a 200mm dia. steel inlet pipe.

The reservoir has three outlets viz. 300mm diameter main outlet, 300mm diameter overflow and 150mm diameter scour isolation valve which is controlled via an outlet chamber located on the outside of the reservoir.

In-case of failure of the mechanical float valve excess water above the TWL (top water level) will flow into the overflow pipe through the outlet chamber to a headwall located in proximity of the reservoir. To scour or empty the reservoir for cleaning the scour isolation valve KSAB-IV- 03B should be opened and isolation valves KSAB-IV-03 and KSAB-IV-03A must be closed.

### **2 X TERMINAL BUILDING ROOF TANKS – 100KL EACH**

The terminal building receives water from the terminal precinct reticulation main. The connection is located at the basement of the Cooling Tower building. From above connection water is fed to two 100kl sectional steel water tanks located in the center of Plant room level. Water is boosted from these tanks through 3x10 liter per second booster pump set to supply the Terminal and Airside Corridors. Emergency by-pass connections have been supplied at Booster Pump Set and in Basement in case of pump failures to allow gravity feed from tanks to the building.

### **Preparation**

Isolate the supplying water line to the tank for water to drop to the quarter of the tank. This is done to save water and leaving water that is sufficient to be used for cleaning.

### **Cleaning the internal surfaces of the tank**

The tank must be cleaned by the following methods ONLY.

- A stiff brush or a high-pressure jet. Attaching the brush to a long pole may make it possible to clean the tank without entering it.

**Note:** The disinfectant method is not recommended as it is very costly owing to the amount of water and chlorine to be used considering the sizes of KSIA storage tanks.

Hence this contract will only allow for jet high pressure and brush cleaning only.

### **High pressure cleaning**

- Open the outlet valve or tap and drain out any remaining liquid.
- Collect the liquids so that they can be safely disposed of.
- Permanent storage tanks are fitted with a scour valve that draws liquid from the base.
- Use this, rather than the normal outlet valve, for emptying.
- Take special care to clean corners and joints so that no small amounts of the original liquid remain. Even minute amounts of some liquids can give the water a bad taste and people will refuse to drink it.
- Leave the outlet valve open while cleaning and collect the liquid for safe disposal.
- Wash and flush the tank which is most easily done with a high-pressure hose pipe or water jet.
- Drain all the water from the tank and collect for safe disposal as before.
- Continue flushing the tank until there are no longer traces of detergent in the water.

### **Cleaning of pipes**

The pumps and pipes used for filling and emptying the tank must also be cleaned. Flush a mixture of hot water and detergent through the pipes and pump to remove deposits and other waste material.

Once cleaned, flush the system with clean water to remove the detergent.

### **Safely dispose of liquid waste**

Care must be taken when disposing of all liquids used for cleaning and disinfecting the tanks.

The contaminated liquid/water must be stored in a suitable vessel for transportation to a disposal site, for the safe disposal thereof.

Liquid waste should not be disposed of in rivers and ponds.

Safe Disposal certificates must be provided to ACSA after the cleaning of the tanks is concluded.

### **Health and safety**

Gaining access and working inside a water tank can be difficult and dangerous.

There is a small access hatch on the top of the tanker through which to climb in and out. Cleaners should be aware that some liquid held in tanks can give off hazardous gases which may remain even when the liquid has been removed. The liquids may also pose physical hazards such as slippery surfaces. Corrosive liquids can cause burns.

Always blow fresh air into the tank for a period before allowing a person to enter. The cleaner should wear protective clothing, including gloves, boots, a hat, and glasses. Make sure someone remains outside the tank, next to the access hatch all the time in case the cleaner has an accident. The availability of gas masks and portable ventilators would be an advantage.

### **3.3 Legislation**

The Contractor shall comply with all applicable laws, rules and regulations including without limitation the following;

- a. Air Traffic and Navigation Services Company Act, No.45 of 1993
- b. Airports Company Act, No.44 of 1993
- c. Aviation Act, No.74 of 1962
- d. Aviation Laws Amendment Act, No 82 of 1997
- e. Carriage by Air Act, No.17 of 1946
- f. Civil Aviation Offences Act, No.10 of 1972
- g. South African Civil Aviation Authority Act, No.40 of 1998
- h. National Key Points Act, No. 102 of 1990

- i. National Road Traffic Act, No 93 of 1996
- j. The ACSA Permit regulations
- b. Occupational health and safety act 85 of 1993
- c. Regulations for the transport of Dangerous goods
- d. National Road traffic act 93 of 1996
- e. SANS 10406 Transportation of Dangerous goods and
- f. Labour Relations Act
- g. All other applicable legislation.

### 3.4 ELECTRONIC PAYMENTS:

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

### 3.5 DISPOSAL REQUIREMENTS

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

### 3.6 CONTRACT MANAGEMENT

The ACSA contract manager is responsible for the monitoring, evaluating, testing and quality check on the workmanship of the works delivered.

Reports are duly submitted for monitoring and management purposes as well as auditing purposes.

Monthly meetings between ACSA contract manger and the appointed contractor.

Quarterly meetings will be held with SCM and contractor.

Evaluation form will be used to monitor the performance of the contractor. SLA will be enforced with penalties and non-conformance issued.

The Contract will be evaluated on the following basis:

- \* Response time and closure to critical calls.
- \* Response time and closure to important calls.
- \* Closure of non-critical and important calls
- \* Quality of workmanship including that of subcontractors.
- \* Safety and housekeeping.
- \* Responding to requests.
- \* Customer/client focus.
- \* 100% projects met on deadline.
- \* 100% uniform compliance
- \* Overall Cleanliness rating.
- \* Condition of equipment.
- \* Non-conformances received.
- \* Continued operations improvement initiatives.

Supplier assessment will be done monthly based on:

- Monthly reports
- On time submission of invoices
- Supplier relation management
- Meetings attendances

### 3.7 Approvals:

- 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.
- 

## 3.8 INSURANCE REQUIREMENTS

### Insurances:

*(Professional Indemnity, Public Liability, etc.)*

*Summary of Terms and other Matters Applicable to Employer Provided Insurance*

### 3.8.1 Part 1: Notes to Schedule:

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

### 3.8.2 Part 2: ACSA Maintenance Contracts Insurance Clause:

#### 3.8.2.1 Insurance affected by the Employer

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

- (a) **Public Liability Insurance** which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of

indemnity of R100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25,000 for Property Damage claims only but R250,000 where Loss or Damage involves Aircraft.

- (i) The Employer shall pay any premium due in connection with the insurance effected by the Employer.
- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
  - (A) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
  - (B) Complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
  - (C) Negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.
  - (D) The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.
- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
- (vi) Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vii) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.
- (viii) In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

### 3.8.2.2 Insurance Affected by the Contractor

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

- (a) **Insurance of Contractors Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993** as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

(d) **Public Liability Insurance** for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25,000 or R250,000 as stated above.

- (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
  - (A) Be affected with Insurers and on terms approved by the Employer.
  - (B) Be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
  - (C) Submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

3.8.2.3 Sub-Contractors

The Contractor shall:

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

3.8.2.4 Bidder Acknowledgement

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

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

**Service Level Agreements**

1.1 The following service levels are the minimum service levels acceptable to the *Employer*. The *Contractor* must always comply with and either meet or exceed the required service levels.

1.1.1 Response time shall be defined as time taken from when the *Contractor* receives the request via the *Contractor* call center to the time the *Contractor* representative notifies the Infrastructure Management Centre (IMC / Technical Help Desk) of his presence at the affected area.

1.1.2 Availability shall be defined as the total period the system is available for operation purposes. Time taken for maintenance purposes shall be considered as system non-available time.

Penalties:

NO.	CONTRAVENTION	PENALTY PER TRANSGRESSION
1.	Unauthorized water connections	R 5 000-00
2.	Unauthorized connections to fire main	R 5 000-00
3	Unauthorized electricity connections	R 5 000-00
4.	Unauthorized use of passenger trolleys	R 2 500-00
5.	Unauthorized dumping of spoilt material	R 4 000-00



6.	Unauthorized dumping into storm water and sewer mains	R 5 000-00
7.	Non-compliance with environmental specifications	In accordance with ACSA Environmental Specification
8.	Non-compliance with safety specifications	In accordance with the OHS Act
9	Where a service cannot be completed within 24 hours of call outs due to the unavailability of human resources, equipment or transportation means	R20 000.00 (Unless the unavailability of resources was agreed to in writing by the Service Manager or his/her duly authorised representative.
10	Loosing or misplacing of samples	R10 000.00
11	For each sub-system: Repetition of non-conformances or not meeting the minimum performance benchmarks for 3 consecutive services.	R20 000.00. (Unless a special arrangement is made with the Service Manager in advance relating to factors beyond the Contractor's control.)
12	Safety infringement (for example: leaving moving machinery exposed or smoking in an undesignated area)	R2 000.00
13	Non-compliance with the defect free liability period	The full cost of the 2 <sup>nd</sup> service (including the cost of making use of a 3 <sup>rd</sup> party should ACSA wish to utilise a 3 <sup>rd</sup> party for the subsequent repair)

**SECTION 4**

**OTHER ESSENTIAL RETURNABLE DOCUMENTS,**

**DECLARATIONS**

**AND**

**SCHEDULES**

#### 4.1 OTHER ESSENTIAL RETURNABLE DOCUMENTS, DECLARATIONS AND SCHEDULES

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

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

#	Other Essential Returnable Documents and Information (Copies of documentation that cannot be verified online, must be certified with an original stamp)	Main Bidder Yes / No	JV Partner Yes / No	Sub – Contractor Yes / No
1	<b>ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS BID – REFER PAGE 4.</b> <ul style="list-style-type: none"> <li>Form duly completed and signed by the authorised signatory as acceptance of the terms and conditions of this Bid in its entirety.</li> </ul>			
2	The bidder must provide an existing agreement with OR a Letter of Intent from the registered laboratory they will be utilising for this works.			
3	Provide proof of Laboratory being accredited to SANAS OR any other accreditation based on ISO 17025.			
4	<b>PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)</b> <ul style="list-style-type: none"> <li>Bidder to provide Unique Number &amp; PIN</li> <li>The website for self-registration is <a href="http://www.csd.gov.za">www.csd.gov.za</a>.</li> </ul>			
5	<b>TAX CLEARANCE CERTIFICATE REQUIREMENTS</b> <ul style="list-style-type: none"> <li>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)</li> <li>Bidders, who are not in a possession of a Valid tax clearance Certificate, are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS.</li> <li>This authorisation must include the bidder's taxpayer's tax reference number and a PIN issued by SARS.</li> </ul>			
6	<b>SBD3: PRICING SCHEDULE / S</b> <ul style="list-style-type: none"> <li>Complete pricing schedule 1-5</li> </ul>			
7	<b>SBD4: DECLARATION OF INTEREST FORM</b> Form duly completed and signed			
8	<b>SBD6.1: PREFERENCE POINTS CLAIM FORMS</b> <ul style="list-style-type: none"> <li>Form duly completed and signed in terms of PPPFA and its regulations</li> </ul>			
9	<b>B-BBEE STATUS INFORMATION</b> <ul style="list-style-type: none"> <li>Form duly completed.</li> <li>Provide sworn affidavit / s or B-BBEE certificate/s as prescribed by the B-BBEE Act. Submit certified copy or original</li> </ul>			
10	<b>SBD8: Declaration of Bidder's Past Supply Chain Practices:</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			

#	<b>Other Essential Returnable Documents and Information</b> <b>(Copies of documentation that cannot be verified online, must be certified with an original stamp)</b>	<b>Main Bidder</b> <b>Yes / No</b>	<b>JV Partner</b> <b>Yes / No</b>	<b>Sub – Contractor</b> <b>Yes / No</b>
11	<b>SBD9: Certificate of Independent Bid Determination:</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			
12	<b>Declaration of Correctness of Bid</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			
13	<b>Non-Disclosure Agreement</b> <ul style="list-style-type: none"> <li>Form duly completed and signed</li> </ul>			
14	<b>Record of Addenda</b> <ul style="list-style-type: none"> <li>Issued to bidders before the bid closing date.</li> <li>To be completed only if ACSA issued addenda</li> </ul>			
15	<b>Authority for Signatory</b> <ul style="list-style-type: none"> <li>Authority for Signatory Form duly completed and signed</li> </ul>			
16	<b>Valid Proof of Registration of entity</b> <ul style="list-style-type: none"> <li>Certified CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document</li> </ul>			
17	Certified copies of South African <b>Identity Documents</b> or Valid Passports of Members / Directors / Owner / s (In a case of a sole proprietor or Partnership)			
18	<b>Share Information</b> <ul style="list-style-type: none"> <li>Shareholders / Member / Partner information -</li> <li>Provide Certified copies (<b>Copy with original stamp</b>) of latest Share Certificate / s or Share breakdown.</li> <li>Share Issue Register</li> </ul>			
19	A partnership letter / Partnership agreement (In case of a Partnership)			
20	A Joint Venture Agreement in case of a Joint Venture			
21	Company Profile / s (Bidder and where applicable sub-contractor)			
22	<b>Insurance Commitment</b> <ul style="list-style-type: none"> <li>Complete and sign the Insurance Requirements Acknowledgement (located at the end of the scope – section 3</li> </ul>			
23	<b>Valid Letter of Good Standing in terms of COID Act*</b> <ul style="list-style-type: none"> <li>Provide either a Letter of Good Standing or, where applicable a letter of exemption, issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). (Copy with original stamp).</li> <li>Must be valid at the time of close of bid and a valid certificate must be produced at the time of award if the certificate expires between close of bid and award.</li> </ul>			
24	<b>Schedule of Proposed Sub-Contractors</b> <ul style="list-style-type: none"> <li>Bidder to complete this table where applicable</li> </ul>			

## 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

	NT CSD Reference Number	NT CSD Pin Number
1. Main Bidder / s :	<input type="text"/>	<input type="text"/>
2. JV Partner / s :	<input type="text"/>	<input type="text"/>
3. Sub-Contractor / s :	<input type="text"/>	<input type="text"/>

## 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. Please ensure that the updated SARS requirements are satisfied.
2. The Tax Clearance Certificate to be submitted together with the bid
3. Bidders can obtain more information regarding Tax Compliance from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
4. 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](http://www.sars.gov.za).

*Jeyrel: Wdk416-SBD2 tax clearance*

**Note: Please ensure the updated SARS requirements are satisfied.**

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

	Certification Included √/X	SARS Reference Number	SARS Pin Number
<b>1 Main Bidder / s</b> :	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>2 JV Partner / s</b> :	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>3 Sub-Contractor / s</b> :	<input type="text"/>	<input type="text"/>	<input type="text"/>

**DECLARATION OF INTEREST**

**SBD4**

1. Any legal **person<sup>0</sup>**, including persons employed by the **state<sup>1</sup>**, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

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<sup>2</sup>**, Shareholder) :

2.4 Company Registration Number :

2.5 Tax Reference Number :

2.6 VAT Registration Number :

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in Paragraph 4 below.

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

2.7.1 If so, furnish the following particulars:

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

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

- Position occupied in the state institution :

- Any other particulars :

**DECLARATION OF INTEREST**

**SBD4**

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

Yes	No
-----	----

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

Yes	No
-----	----

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders /members or their spouses **conduct business** with the state in the previous twelve months?

Yes	No
-----	----

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/ or adjudication of this bid?

Yes	No
-----	----

2.9.1 If so, furnish particulars

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

Yes	No
-----	----

2.10.1 If so, furnish particulars

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

Yes	No
-----	----

2.11.1 If so, furnish particulars

**DECLARATION OF INTEREST**

**SBD4**



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

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

**4. Declaration:**

I, the undersigned (name).....  
 certify that the information furnished in Paragraphs 2 and 3 above is correct. I accept that the State may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

**Bidder Name** :

**Name** :

**Position** :

**Signature** :

**Date** :

**Definition:**

<sup>1</sup> **“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.

<sup>2</sup> **“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

<sup>3</sup> **“Legal Person”**: an individual, **company**, or other entity which has legal rights and is subject to obligations.

## DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

## DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**5. Certification**

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

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

<b>Bidder Name</b>	:	
<b>Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

## CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> ***Includes price quotations, advertised competitive bids, limited bids and proposals.***

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

## CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**Bid ref: DIA5636/2018/RFP - The Collection and Testing of Potable water for a period of 5 years AND a Once-off Cleaning of water storage tanks at King Shaka International airport (KSIA).**

---

**(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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

## CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

- 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.

<b>Bidder Name</b>	:	
<b>Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

**Js914w 2**

<sup>3</sup> **Joint venture or Consortium** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## DECLARATION OF CORRECTNESS OF BID

**Bidder Name**

:

**Authorised Signatory Name**

:

**Position**

:

**Signature**

:

**Date**

:

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

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into between:

1. Bidder Name :

Herein represented by :

Identity Number / Registration Number :

and

2. Bid Requestor : Airports Company South Africa

Herein represented by :

Identity Number / Registration Number : 1993/004149/30

### 1. THE PARTIES

1.1 The parties to this agreement are:

1.1.1

---

1.1.2 Airports Company South Africa

### 2. INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context

2.1.1 Words importing:

2.1.1.1 *Any one gender include the other two genders*

2.1.1.2 *The singular include the plural and vice versa*

2.1.1.3 *Natural persons include created entities (corporate or unincorporated) and vice versa*

2.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.2.1 Confidential Information:

2.2.1.1 *Any information or other data of whatsoever nature relating to Airports Company South Africa and the affiliated airports may disclose or provide to ..... pursuant to this agreement, whether written, graphical or oral, including but not limited to*

2.2.1.1.1 Technical information, techniques, know-how, operating methods and procedures

2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies

2.2.1.1.3 Computer data, programmes and information, price lists, customer lists (whether actual or potential

2.2.1.1.4 Products, drawings and plans

2.2.1.1.5 Marketing information of whatsoever nature or kind;

2.2.1.1.6 Financial information or whatsoever nature or kind



## NON-DISCLOSURE AGREEMENT

2.2.2 Parties:

2.2.2.1 ..... *and the Airports Company South Africa*

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

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

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

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

### 3 RECITALS

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

### 4 BASIS OF DISCLOSURE OF INFORMATION

4.1 ..... acknowledges that

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

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

### 5 UNDERTAKINGS

5.1 ..... undertakes

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

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

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

5.1.4 To conduct research in the utmost good faith

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

5.3 The above undertakings will not apply to any confidential information

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

## NON-DISCLOSURE AGREEMENT

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

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

7.2 The notice shall be deemed to have been duly given: 14 days after posting, if posted by registered post to the party’s address in terms of this sub-clause

7.3 On delivery, if delivered to the party’s physical address in terms of this sub-clause or the next sub-clause dealing with the service of legal documents

7.4 On despatch, if sent to the party’s then Telefax number and confirmed by registered letter posted no later than the next business day

7.5 A party may change that party’s address and Telefax number for this purpose, by notice in writing to the other party

7.6 The parties choose the following addresses at which documents in legal proceedings in connection with this agreement may be served (i.e. their domicilium citandi et executandi)

7.6.1 In the case of:  
Airports Company South Africa  
South Africa

7.6.2 In the case of

.....

## NON-DISCLOSURE AGREEMENT

### 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** :

## 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:

#	Date	Title or Details

**Bidder Name**

:

**Authorised Signatory Name**

:

**Position**

:

**Signature**

:

**Date**

:

## AUTHORITY FOR SIGNATORY

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

### A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the Board of Directors / 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 :

## AUTHORITY FOR SIGNATORY

### C. PARTNERSHIP

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

Full Name Of Partner	Residential Address	Signature

We, the partners in the business trading as :

hereby authorise :

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

Signature :

Date :

Signature :

Date :

Signature :

Date :

## AUTHORITY FOR 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 :



## 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 authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting held on

:

Mr / Mrs / Ms

:

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

Name of Co-Operative

:

In his / her capacity as

:

Signed on behalf of the Co-Operative

:

Signature

:

Witness

:

Date

:

## AUTHORITY FOR 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 :

## 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 :

**Schedule of Proposed Sub-Contractors (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.

No	Sub-Contractor	Trade/works to be Sub-contracted	% of Works or Services to be Sub-contracted	Rand Amount of the Work or Service to be Sub-contracted	B-BBEE Level	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	20%	R280,000	Level 1	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abccontractors.co.za
1.							
2.							
3.							
4.							
5.							

## **SECTION 5**

### **CONTRACT**

**ACSA's contract will apply (Attached for your perusal).**

In addition, consultants and contractors to comply with all relevant legislation and ACSA rules and regulations.

## SECTION 6

### APPENDICES

The following appendices are attached separately:

**Appendices** (Attached Separately)

Appendix 1 : Bid Advert

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

Appendix 2 : Safety File Requirements

Appendix 3 : Permit to Work

Appendix 4 : EMS048 ACSA Service Maintenance Contractors Environmental Terms

Appendix 5 : Environmental Impact of Service and Maintenance Contractors

Appendix 6 : Environmental Management System Policy Statement

Appendix 7 : Sample Contract

## SECTION 7 : Bid Completion Check List

Item #	Item Description	Completed	Signed	Supporting Documents Included
1	Acceptance Of The Terms And Conditions Of This Bid – Refer Page 4.			
2	Certificate of Attendance at Compulsory Clarification Meeting			
3	Transformation Commitment			
3.1	SBD6.1: Preference Points Claim Forms			
3.2	B-BBEE Status Information			
4	Proof Of Registration On National Treasury Central Supplier Database (CSD)			
5	Tax Clearance Certificate Requirements			
6	SBD3: Pricing Schedule / s			
7	SBD4: Declaration Of Interest Form			
8	SBD8: Declaration of Bidder's Past Supply Chain Practices			
9	SBD9: Certificate of Independent Bid Determination			
10	Declaration of Correctness of Bid			
11	Non-Disclosure Agreement			
12	Record of Addenda			
13	Authority for Signatory			
14	Valid Proof of Registration Of Entity			
15	Identity Documents Or Valid Passports Of Members / Directors / Owner / S (In A Case Of A Sole Proprietor Or Partnership)			
16	Share Information			
17	A Partnership Letter / Partnership Agreement (In Case of A Partnership)			
18	A Joint Venture Agreement in Case of A Joint Venture			
19	Company Profile / S (Bidder and Where Applicable Sub-Contractor)			
20	Insurance Commitment			
21	Valid Letter of Good Standing in terms of COID Act*			
22	Schedule of Proposed Sub-Contractors			
23	An existing agreement with or a Letter of Intent from the registered laboratory they will be utilising for this works.			
24	Proof of Laboratory accreditation to SANAS OR any other accreditation based on ISO 17025.			