REQUEST FOR BIDS

Design and Construct the Canopy Structure or similar approved structure that will be able to protect passengers from adverse weather conditions at King Shaka International Airport (KSIA)

BID REFERENCE NUMBER : DIA6024/2019/RFP

ISSUE DATE : 27 September 2019

CLOSING DATE AND TIME : 31 October 2019 13:00(1Pm)

COMPULSORY BRIEFING / SITE MEETING : 15 October 2019 11 am

REQUIREMENTS FOR THE SITE INSPECTION :
1. PPE AND ID NOT REQUIRED. SITE INSPECTION IS COMPULSORY
2. Park at the shaded parking area in order to redeem a validated parking ticket

QUERIES CLOSURE DATE AND TIME : 22 October 2019 at 16:00

SUBMISSIONS DELIVERY :
King Shaka International Airport, Reception, Airports Company SA SOC LTD, Ground Floor Multi Storey Office Block, Located Opposite the Pickup Zone

QUERIES AND SUBMISSIONS FOR THE ATTENTION OF :
Senior Buyer, Procurement3.KSIA@airports.co.za

BIDDER NAME :

CONTACT PERSON :

Initial
INTRODUCTION

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

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

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

ACSA is focused on creating and operating world-class airports measuring up to international standards. King Shaka International Airport has been recommended for ISO 14001-2015 accreditation. As such, we strive to continuously improve our operations thus minimising our impact on the environment. We therefore want to ensure that our service providers comply with all environmental requirements whilst operating on our site.

THIS BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY
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<td></td>
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<tr>
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<td>Appendix 7 : Environmental Impact of Service and Maintenance Contractors</td>
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<tr>
<td></td>
<td>Appendix 8 : Environmental Management System Policy Statement</td>
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</tr>
</tbody>
</table>
THE TENDER
PART T1
TENDERING PROCEDURE

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa invites bidders for:

Design and Construct the Canopy Structure or Similar approved structure that will be able to protect passengers from adverse weather conditions at King Shaka International Airport (KSIA)

Tenderers must have a CIDB contractor grading of 3 CE/SL or above.

1.1 COLLECTION OF TENDER DOCUMENTS

Bid documents are available on the following websites from 27 September 2019

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

1.2 QUERIES RELATING TO THE ISSUE OF THE BID DOCUMENTS

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

- Designation: Senior Buyer
- Telephone: 032 436 6000
- Email: procurement3.ksia@airports.co.za
- Facsimile: +27 (0) 86 665 5274

1.2.2 Bidders may not contact any ACSA employee on this tender 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 tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

1.3 SUBMISSION OF BID DOCUMENTS

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 Tenderer’s name, Tender Reference Number and Tender Description and delivered to the following address:

- King Shaka International Airport, Airports Company SA SOC LTD, LA MERCY
- Ground Floor,
- MSO Building
- Located in the Pickup Area
- Attention: PROCUREMENT DEPARTMENT SENIOR BUYER

1.3.2 Please ensure that Bidder’s address is reflected on the back of the envelope/package.
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 tender may only be requested until 22 October 2019 at 16:00(4 Pm) time.
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.

1.6 COMPULSORY BRIEFING SESSION AND SITE INSPECTION
1.6.1 There will be a compulsory briefing session at 11 am on 15 October 2019 at Ibandla Board Room, Airports Company SA SOC LTD, King Shaka International Airport, 4TH Floor, MSO Building, Near Pick Up Zone. Please wait at Reception Ground Floor if you arrived before 11am.
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.

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

1.8 DISCLAIMERS
Bidders must note and accept that ACSA may:

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

1.9 VALIDITY PERIOD
1.9.1 ACSA requires a validity period of 12 WEEKS for this tender 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

1.11  SPECIAL INSTRUCTION TO BIDDERS WHO SUBMIT TENDERS 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.

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

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

1.12  CONFIDENTIALITY OF INFORMATION

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

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

1.12.3 Bidders may not disclose any information given to the bidders and part of this tender process to any third party without the written approval from ACSA. Please complete the Non-Disclosure Agreement.
T1.2  TENDER DATA


The Tender Data below provides clarity, amends, or adds to the standard conditions of tender. Each item of the data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

TABLE 1: TENDER DATA

<table>
<thead>
<tr>
<th>Clause #</th>
<th>TENDER DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td><strong>Actions</strong></td>
</tr>
<tr>
<td>F.1.1.1</td>
<td>The employer is AIRPORTS COMPANY SOUTH AFRICA. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.</td>
</tr>
<tr>
<td>F.1.1.2</td>
<td>The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</td>
</tr>
<tr>
<td>F.1.1.3</td>
<td>The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.</td>
</tr>
<tr>
<td>F.1.2</td>
<td><strong>Tender Documents</strong></td>
</tr>
<tr>
<td>F.1.2</td>
<td>The Tender Documents issued by the Employer comprise the documents as listed on the Content Page. In Addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, standards and conditions of contract included, by reference, in this procurement document.</td>
</tr>
<tr>
<td></td>
<td>2. Other documents as referenced in this document</td>
</tr>
<tr>
<td>F.1.3</td>
<td><strong>Interpretation</strong></td>
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<tr>
<td>F.1.4</td>
<td>Refer to CIDB Standards for Uniformity Document</td>
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<tr>
<td>F.1.4</td>
<td><strong>Communication and Employer’s agent</strong></td>
</tr>
<tr>
<td>F.1.5</td>
<td><strong>Cancellation and Re-invitation of Tenders</strong></td>
</tr>
<tr>
<td>F.1.5.2</td>
<td>Cancellation and/or Re-invitation of the tender will be published in the CIDB, ACSA and the National Treasury websites where the original tender invitation was advertised.</td>
</tr>
<tr>
<td>F.1.5.3</td>
<td>The Employer reserves the right not to appoint the lowest submitted price offer. The Employer reserves the right to award parts of the tender to different Tenderers, to make no award at all and to withdraw or cancel the tender at its discretion</td>
</tr>
<tr>
<td>F.1.6</td>
<td><strong>Procurement Procedures</strong></td>
</tr>
<tr>
<td>F.1.6.1</td>
<td>ACSA’s Procurement Policy and Procedures will be used in conjunction with its Transformation Policies and other applicable legislation.</td>
</tr>
<tr>
<td>Clause #</td>
<td>Eligibility</td>
</tr>
<tr>
<td>---------</td>
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</tr>
<tr>
<td>F.2.1</td>
<td>Refer to Table 2: Evaluation Process and Criteria (Section A) Only tenderers who satisfy the requirements stipulated in Section A of Table 2 will be eligible to submit the tenders and be evaluated further.</td>
</tr>
<tr>
<td>F.2.2</td>
<td>Cost of Tendering This tender is available at no charge to the tenderer. The employer has made available the tender documents on its website as well as on the National Treasury’s websites so as not to incur any costs pertaining to the printing of the tender documents.</td>
</tr>
<tr>
<td>F.2.4.1</td>
<td>Tenderers shall treat as confidential all matters arising in connection with this tender; and must use and copy the documents published by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation. Tenderers may not disclose any confidential information given to the tenderer as part of this tender process to any third party without the written approval from the employer. Tenderers must complete fully and sign the Non-disclosure Agreement which is applicable to all tenderers and is enclosed herein.</td>
</tr>
<tr>
<td>F.2.4.2</td>
<td>ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised.</td>
</tr>
<tr>
<td>F.2.7.1</td>
<td>There shall be a compulsory clarification meeting, the details for which are stated in the Tender Notice and Invitation to Tender (T1.1). Tenderers must sign the attendance list in the name of the tendering entity and ensure that the form T2.1 (Certificate of Attendance at Compulsory Clarification Meeting) is signed at the clarification meeting. No certificates of attendance will be signed after the tender briefing meeting.</td>
</tr>
<tr>
<td>F.2.7.2</td>
<td>There shall be a compulsory site inspection meeting that will follow immediately after the compulsory clarification meeting, the details for which are as stated in the Tender Notice and Invitation to Tender (T1.1).</td>
</tr>
<tr>
<td>F.2.9</td>
<td>Insurance Refer to Part T.2 item number 2.10 for the Insurance Requirements</td>
</tr>
<tr>
<td>F.2.11</td>
<td>Alterations to Documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer. All signatories to the tender offer shall initial all such alterations. The use of Correctional Fluid is strictly prohibited.</td>
</tr>
<tr>
<td>F.2.12</td>
<td>Alternative Tender Offers No alternative tender offers shall be considered.</td>
</tr>
<tr>
<td>F.2.13</td>
<td>Submitting a Tender Offer Tenderers are advised that this document must be completed in Black Ink and submitted in its entirety. Only original priced tender documents will be considered. The use of correction fluid is strictly prohibited. All corrections are to be countersigned. The Employer will not be liable for any costs incurred in the preparation of the tender.</td>
</tr>
<tr>
<td>Clause #</td>
<td>TENDER DATA</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>F.2.13</td>
<td>Submitting a Tender Offer</td>
</tr>
<tr>
<td>F.2.13.3</td>
<td>Submit the tender offer in printed format as an original plus one (1) copy as stated in the tender data, with an English translation of any documentation in a language other than English.</td>
</tr>
<tr>
<td>F.2.13.5</td>
<td>Seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY”. Each package shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address. The employer’s details and address for delivery of tender offers are stated in Tender Notice and Invitation to Tender (T1.1)</td>
</tr>
<tr>
<td>F.2.13.6</td>
<td>A two-envelope system is not applicable for this tender</td>
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<tr>
<td></td>
<td><strong>Tender Data</strong></td>
</tr>
<tr>
<td></td>
<td>Tender Number: X</td>
</tr>
<tr>
<td></td>
<td>Title of Tender: X</td>
</tr>
<tr>
<td></td>
<td>Closing Date: X</td>
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<td></td>
<td>Closing Time: X</td>
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<tr>
<td></td>
<td>Tenderer’s Name:</td>
</tr>
<tr>
<td></td>
<td>Tenderer’s Return Address:</td>
</tr>
<tr>
<td>F.2.13.7</td>
<td></td>
</tr>
<tr>
<td>F.2.13.9</td>
<td>Faxed or Emailed tender submissions will not be considered. Tenders that are submitted via courier will be accepted. The Employer will not be liable for any costs incurred in the preparation of the tender. The employer shall not be held liable for the tender that was submitted via courier after the closing date and time.</td>
</tr>
<tr>
<td>F.2.13.10</td>
<td>No liability for not specifically mentioning any normal contractual, Common Law or by-law requirements will be accepted by the Employer. The Tenderer warrants that it has familiarised itself with all of the applicable law and will comply therewith for the purposes of the tender and any agreement which may result therefrom.</td>
</tr>
<tr>
<td>F.2.16</td>
<td>Tender Offer Validity</td>
</tr>
<tr>
<td>F.2.16.1</td>
<td>Hold the tender offer(s) valid for acceptance by the employer for the validity period of 12 WEEKS from closing date.</td>
</tr>
<tr>
<td>F.2.23</td>
<td>Certificates</td>
</tr>
<tr>
<td>F.2.23</td>
<td>Refer to the list as detailed in Table 2: Evaluation Process and Criteria</td>
</tr>
<tr>
<td>F.3.4</td>
<td>Opening of Tender Submissions</td>
</tr>
<tr>
<td>F.3.4</td>
<td>There will be a public opening of tender offers soon after the closing date</td>
</tr>
</tbody>
</table>
F.3.8 Test for Responsiveness

Submit ALL documents listed as mandatory in Table 2 Section A. Failure to comply with the requirement stipulated in Table 2 Section A will result to disqualification.

F.3.11 Evaluation of Bid Offers

ACSA applies the four-stage process of evaluating tenders, namely Prequalification, Mandatory, Functionality and then Price / BBBEE component, using the preferential procurement mechanism of the 80/20 rule. The 80/20 procurement mechanism will be used for this tender.

Bids will only be accepted if:

a. The Bid complies with eligibility criteria as stated in tender document
b. In instances where any mandatory submission, in a form of Status or Certificates, expires after tender closing or during the evaluation process such tenderer may be requested to submit valid documentation within five (5) working days from the date of request, failing which, the tenderer will be deemed to be non-responsive.

Only Bidders who submit the information contained in items above, in the prescribed format will proceed to the next phase of evaluation (Functionality).

Functionality:

a. All bids duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions. Bids with deviations from the requirements/conditions will be eliminated from further consideration.

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

c. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference mechanism, where 80 points will be used for price and 20 points are allocable to Broad-Based Black Economic Empowerment, in line with the grading per the B-BBEE Act in place at the time of the advertisement.

Elimination of Proposals on Grounds of Functionality:

Refer to Table 2: Evaluation Process and Criteria (Section C) and the full Functionality Table thereafter.

The functional / technical evaluation will be based on a threshold, where bidders which fail to achieve the minimum Points per criteria AND the minimum of 58 points on the overall functional / technical stage will not be considered for further evaluation.

Failure to meet the above will lead to disqualification of the Bidder irrespective of the competitiveness of the bid submitted. Bidders who do not submit the necessary schedules and the associated documents will be scored as 'no response'.

Adjudication Using Point System:

- The following preference point system is applicable to this bid:
- The 80/20 system for requirements with a Rand value up to R50,000,000 (all applicable taxes included); where 80 points are allocated to Price and 20 points are allocated to B-BBEE.

Bidder must complete and sign PPPFA CLAIM FORM and attach supporting B-BBEE information.
**PART T2**  
**RETURNABLE DOCUMENTS**

**T2 LIST OF RETURNABLE DOCUMENTS**

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Details</th>
<th>Inclusion or exclusion in this Bid submission</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>Main Contract or</td>
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<td></td>
<td>Yes / No</td>
</tr>
<tr>
<td>SECT A: DOCUMENTS REQUIRED FOR PREQUALIFICATION AND MANDATORY CRITERIA</td>
<td></td>
<td></td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>T2.1</td>
<td>Bidder must have a BBBEE Grading of Level 1 - 4</td>
<td>This is a PREQUALIFICATION CRITERIA</td>
<td>Yes / No</td>
</tr>
<tr>
<td>T2.1</td>
<td>Certificate of Attendance at Compulsory Clarification Meeting</td>
<td>Relevant annexure duly signed and dated by an authorised signatory</td>
<td>No</td>
</tr>
<tr>
<td>T2.2</td>
<td>Acceptance of Terms and Conditions of this bid</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>T2.3</td>
<td>CIDB Grading</td>
<td>• The Bidder shall have a CIDB Grading of 3 CE/SL or above.</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• The grading level 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.</td>
<td>No</td>
</tr>
<tr>
<td>T2.4</td>
<td>CSD Registration</td>
<td>Proof of Registration on the National Treasury Central Supplier Database.</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bidder to provide a unique number and Pin</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The website for self-registration is <a href="http://www.csd.gov.za">www.csd.gov.za</a></td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NB: No bid will be awarded to any person / entity who is not registered with the National Treasury Central Supplier Database</td>
<td>No</td>
</tr>
</tbody>
</table>

**SECTION B: Other Essential Documents Relating to the Bidding Entity**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Details</th>
<th>Inclusion or exclusion in this Bid submission</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Main Contract or</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes / No</td>
</tr>
<tr>
<td>T2.6</td>
<td>Joint Venture information (Where applicable)</td>
<td>Bidder to provide a joint venture agreement where applicable</td>
<td>No</td>
</tr>
</tbody>
</table>
| T2.7  | Tax Clearance Certificate Requirements                                       | • **Original** current tax clearance certificate issued by the South Africa Revenue Service (SARS) in respect of:  
- Income Tax  
- Skills Development Levy  
- Unemployment Insurance Fund  
- Value Added Tax (VAT) and  
- Pay As You Earn (PAYE)  
- Bidders, who are not in a possession of an Original Valid tax clearance Certificates, are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS.  
- This authorisation must include the bidder’s taxpayer’s tax reference number and a PIN issued by SARS. | No | Yes | No |
<p>| T2.8  | SB04: Declaration of Interest                                               | Form duly completed and signed                                          | No              | No          | No              |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Details</th>
<th>Inclusion or exclusion in this Bid submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2.9</td>
<td>SBD6.1 Preference Points Claim Forms</td>
<td>Form duly completed and signed in terms of PPPFA and its regulations</td>
<td></td>
</tr>
<tr>
<td>T2.9</td>
<td>SBD8: Declaration of Tenderer’s Past Supply Chain Management Practices</td>
<td>Form duly completed and signed</td>
<td></td>
</tr>
<tr>
<td>T2.10</td>
<td>SBD9: Certificate of Independent Bid Determination</td>
<td>Form duly completed and signed</td>
<td></td>
</tr>
<tr>
<td>T2.11</td>
<td>Authority for Signatory</td>
<td>Form duly completed and signed. Provide supporting documents</td>
<td></td>
</tr>
<tr>
<td>T2.12</td>
<td>Proof of Registration of entity</td>
<td>• Certified CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document AND Identity documents of all Shareholders, Directors, Members, Trustees or Partners</td>
<td></td>
</tr>
<tr>
<td>T2.13</td>
<td>Valid Letter of Good Standing in terms of COID Act*</td>
<td>Copy of a letter of Good Standing issued by the Department of Labour (DOL), in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). 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.</td>
<td></td>
</tr>
<tr>
<td>T2.14</td>
<td>Shareholders / Members / Partners Information</td>
<td>Provide Share Certificate / s or Share breakdown</td>
<td></td>
</tr>
<tr>
<td>T2.15</td>
<td>Record of Addenda to Bid Documents</td>
<td>Acknowledgement of receipt of addenda</td>
<td></td>
</tr>
<tr>
<td>T2.16</td>
<td>Declaration of Correctness of Bid</td>
<td>Form duly completed and signed</td>
<td></td>
</tr>
<tr>
<td>T2.17</td>
<td>Non-Disclosure Agreement</td>
<td>Form duly completed and signed</td>
<td></td>
</tr>
<tr>
<td>T2.18</td>
<td>Proof of Insurance</td>
<td>• Complete and sign the insurance Requirements Acknowledgement. Bidder to provide proof of cover or a letter duly signed by an authorised individual to satisfy the insurance requirements.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>a.</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION C:** Documents Required for Evaluation of FUNCTIONALITY (a detailed Functionality Table follows hereafter)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Details</th>
<th>Inclusion or exclusion in this Bid submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2.20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T2.21</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>T2.22</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION D:** Documents Required for Evaluation of Price and B- BBEE

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Details</th>
<th>Inclusion or exclusion in this Bid submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.2</td>
<td>SBD3: Priced Bill of Quantities</td>
<td>Completed Priced Bills of Quantities including Final Summary</td>
<td></td>
</tr>
<tr>
<td>C2.3</td>
<td>Separate Detailed Breakdown of costs</td>
<td>Attach a separate detailed breakdown of costs to support the price schedules.</td>
<td></td>
</tr>
<tr>
<td>T2.2.1</td>
<td>SBD6.1 Preference Points claim Forms</td>
<td>Form duly completed and signed in terms of PPPFA and its regulations</td>
<td></td>
</tr>
<tr>
<td>T2.2.2</td>
<td>B-BBEE Status Information</td>
<td>Provide sworn affidavit / s or B-BBEE certificate / s as prescribed by the B-BBEE Act.</td>
<td></td>
</tr>
</tbody>
</table>
T2.1 CERTIFICATE OF ATTENDANCE AT COMPULSORY CLARIFICATION MEETING

Compulsory Briefing Meeting and Site Inspection will be held at the King Shaka International Airport, Ibandla Board Room, 4th Floor, MSO Building.

This is to certify that the following person attended the compulsory briefing meeting held on the 15th October 2019 at 11am at the above address.

Full Name and Surname : 

Company / Bidding Entity : 

ACSA Representative (Full Name and Surname) : 

ACSA Confirming - Briefing Attendance : 

ACSA Confirming - Site Inspection Attendance : 

Company Stamp 

Representative Signature 

Company Stamp 

Representative Signature 

Initial
T2.2 SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

<table>
<thead>
<tr>
<th>NO</th>
<th>SUB-CONTRACTOR</th>
<th>TRADE TO BE SUBCONTRACTED</th>
<th>% OF WORKS OR SERVICES TO BE SUBCONTRACTED</th>
<th>AMOUNT OF WORK OR SERVICE TO BE SUBCONTRACTED</th>
<th>BBBEE LEVEL</th>
<th>CIDB GRADE</th>
<th>% BLACK AND WOMAN OWNERSHIP</th>
<th>CONTACT PERSON</th>
<th>CONTACT DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g.</td>
<td>ABC Contractors</td>
<td>Building Works</td>
<td>20%</td>
<td>R280 000</td>
<td>Level 1</td>
<td>CIDB grade 1</td>
<td>Black – 100%, Women – 80%</td>
<td>Mr C Dee</td>
<td>031 123 4567</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
T2.2.1 PPPFA CLAIM FORM

Preference Points Claim Form in terms of the Preferential Procurement Regulations 2011

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, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   a. the 80 / 20 system for requirements with a Rand value of up to R50,000,000.00 (all applicable taxes included); and
   b. the 90 / 10 system for requirements with a Rand value above R50,000,000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50,000,000.00 (all applicable taxes included) and therefore the 80/10 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

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

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
2.3 “BBEE status level of contributor” means the BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “QSE” means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.15 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.16 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.17 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.18 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.19 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

\[
P_s = \text{Points scored for comparative price of bid under consideration}
\]

\[
P_t = \text{Comparative price of bid under consideration}
\]

\[
P_{\text{min}} = \text{Comparative price of lowest acceptable bid}
\]

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. **BID DECLARATION**

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

7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. **SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? *(tick applicable)*

8.1.1 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?

   Attach sworn affidavit
9. DECLARATION WITH REGARD TO COMPANY / FIRM

9.1 Name of Company / Firm: ____________________________________________________________

9.2 VAT Registration Number: __________________________________________________________

9.3 Company Registration Number: _______________________________________________________

9.4 Type of Company/ Firm:

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

[TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities:

________________________________________________________________________________________

9.6 Company Classification:

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

[TICK APPLICABLE BOX]

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

9.8 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company / firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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;
T2.2.1 PPPFA CLAIM FORM  

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

Witnesses:

1. [Signature]

2. [Signature]

Date: ____________________________

Address: ____________________________

Signature / s of Bidder / s: ____________________________
T2.2.2. B-BBEE INFORMATION

Insert sworn affidavit / s and / or B-BBEE certificates as prescribed by the B-BBEE Act here.

<table>
<thead>
<tr>
<th></th>
<th>B-BBEE Level</th>
<th>Certification Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Main Bidder/s</td>
<td>√ / X</td>
</tr>
<tr>
<td>2</td>
<td>JV Partner/s</td>
<td>√ / X</td>
</tr>
<tr>
<td>3</td>
<td>Sub-Contractor/s</td>
<td>√ / X</td>
</tr>
</tbody>
</table>
T2.3 CIDB GRADING CERTIFICATE

CIDB Grading certificate from the Construction Industry Development Board to be inserted here.

<table>
<thead>
<tr>
<th></th>
<th>CIDB Grading</th>
<th>Certification Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Main Bidder/s</td>
<td>√ / X</td>
</tr>
<tr>
<td>2</td>
<td>JV Partner/s</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sub-Contractor/s</td>
<td></td>
</tr>
</tbody>
</table>
T2.4 "INDUSTRY REGISTRATION BOARD [ABREVIATION] REGISTRATION"

Attach Proof Here for Company
T2.5  X INDUSTRY REGISTRATION BOARD [ABREVIATION] REGISTRATION

Attach Proof Here for staff
T2.7 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Note: Please ensure the updated SARS requirements are satisfied.
T2.7 TAX CLEARANCE CERTIFICATE REQUIREMENTS

Original and valid Tax Clearance Certificate obtained from SARS to be inserted here
T2.8 DECLARATION OF INTEREST 

1. Any legal person¹ including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

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

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

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

2.1 Full Name of bidder or his or her representative

2.2 Identity Number

2.3 Position occupied in the Company (Director, Trustee, Shareholder², 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? 

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member
- Name of state institution at which you or the person connected to the bidder is employed
- Position occupied in the state institution
- Any other particulars
2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

| Yes | No |

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

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

| Yes | No |

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

------------------------------------------------------------------------------------------------------------------------
T2.8 DECLARATION OF INTEREST

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Tax Reference Number</th>
<th>Employee / Personnel Number</th>
</tr>
</thead>
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<tr>
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4. Declaration:

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>(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 audire alteram partem rule was applied).</td>
<td></td>
<td></td>
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<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
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<tr>
<td>4.2</td>
<td>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)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
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<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
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<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
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</table>
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.

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<th>Bidder Name</th>
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<tr>
<td>Name</td>
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<td>Position</td>
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<td>Signature</td>
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<td>Date</td>
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</table>
1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

(Bid Number and Description)

in response to the invitation for the bid made by:

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

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ................................................................. that:

(Name of Bidding Company)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   a. has been requested to submit a bid in response to this bid invitation;
   b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a. prices;
   b. geographical area where product or service will be rendered (market allocation)
   c. methods, factors or formulas used to calculate prices;
   d. the intention or decision to submit or not to submit, a bid;
   e. the submission of a bid which does not meet the specifications and conditions of the bid; or
   f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

____________________
Initial
T2.10 CERTIFICATE OF INDEPENDENT BID 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.

Bidder Name : 

Name : 

Position : 

Signature : 

Date : 

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
T2.11 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, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender.

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the board of Directors on : 

Mr / Mrs / Ms : 

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

Name of Company : 

In his / her capacity as : 

Signed on behalf of the Company : 

Signature : 

Witness : 

Date : 

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned : 

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

Name of Company : 

Signature : 

Witness : 

Date :
### T2.11 AUTHORITY FOR SIGNATORY

**PARTNERSHIP**

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

<table>
<thead>
<tr>
<th>Full Name Of Partner</th>
<th>Residential Address</th>
<th>Signature</th>
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We, the partners in the business trading as : 

hereby authorise : 

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

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D. CLOSE CORPORATION

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

By resolution of members at a meeting held on:

Mr / Mrs / Ms:

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

Name of Close Corporation:

In his / her capacity as:

Signed on behalf of Company:

Signature:

Witness:

Date:
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: 

Initial
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:
**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 :
T2.12 VALID PROOF OF REGISTRATION OF ENTITY

Certified CIPC Registration documents / Partnership Agreement / JV Agreement / Registered Trust Document AND Identities documents of all shareholders, directors, members, trustees or partners to be inserted here
T2.13 VALID LETTER OF GOOD STANDING IN TERMS OF COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COID) ACT

Letters of good standing to be inserted here
T2.14 SHAREHOLDER / MEMBER / PARTNER INFORMATION

Share Certificate or Share breakdown to be inserted here
**T2.15 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 – Procurement Representative before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
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<tr>
<th>#</th>
<th>Date</th>
<th>Title or Details</th>
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Bidder Name:  

Authorised Signatory Name:  

Position:  

Signature:  

Date:  

Initial
T2.16 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.
T2.17 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

   Herein represented by

   Identity Number / Registration Number

1. THE PARTIES

2. INTERPRETATION

   2.1 Words importing:

      2.1.1 Any one gender include the other two genders

      2.1.2 The singular include the plural and vice versa

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

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

      2.2.1 Confidential Information:

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

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

            2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies

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

            2.2.1.1.4 Products, drawings and plans

            2.2.1.1.5 Marketing information of whatsoever nature or kind;

            2.2.1.1.6 Financial information or whatsoever nature or kind

      2.2.2 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

4 BASIS OF DISCLOSURE OF INFORMATION

4.1 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.

4.1.1 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 ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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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
………………………………………………………………………………………………………………………………………………
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: 

Initial
T2.18 PROOF OF INSURANCE

Insert proof of insurance here
T2.20 TO 2.24 FUNCTIONALITY CRITERIA

1. EVALUATION PROCESS

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

1.2. 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.

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

<table>
<thead>
<tr>
<th>Stage 1 and 2</th>
<th>Stage 3</th>
<th>Stage 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance to Prequalification and Mandatory Administration Criteria</td>
<td>Evaluate on Functionality or Technical Aspects of Bid</td>
<td>Evaluate Price and B-BBEE</td>
</tr>
</tbody>
</table>

This Table for ACSA Office Use Only:  Yes / No

1. Bidder’s Attendance to Compulsory Briefing Session (Where applicable)
2. Bidder’s Attendance to Compulsory Site Meeting (Where applicable)

2. COMPLIANCE TO PREQUALIFICATION AND MANDATORY / ELIGIBLE CRITERIA

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

2.2. Proof must be provided.

TABLE 1:

<table>
<thead>
<tr>
<th>#</th>
<th>Mandatory Returnable Information and Documents (All Copies Must Be Certified with An Original Stamp)</th>
<th>Main Bidder Yes / No</th>
<th>JV Partner Yes / No</th>
<th>Sub - Contractor Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>PREQUALIFICATION CRITERIA: BBBEE CERTIFICATE</strong>&lt;br&gt;• Bidder must have a valid BBBEE Level of 1 or 2, or 3 or 4</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td><strong>MANDATORY CRITERIA</strong>&lt;br&gt;Attendance to Compulsory Site Meeting.&lt;br&gt;• Relevant Annexure (Certificate of Attendance at Compulsory Clarification Meeting) must be duly signed and dated by an authorised signatory.&lt;br&gt;• The register at the site meeting must also be signed.&lt;br&gt;• Acceptance of Terms and Conditions of this bid&lt;br&gt;• Bidder must have a CIDB Grading of 3 CE/SL or above. PE Grading will not be allowed&lt;br&gt;• Bidder must be CSD Compliant. Proof of registration at Central Supplier Database must be provided.</td>
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</tbody>
</table>
EVALUATION OF FUNCTIONALITY / TECHNICAL CRITERIA

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

1.2 Only bidders who qualify in Stage 1 evaluation will be evaluated in Stage 2.

1.3 The criteria are as follows:

1.3.1 Threshold:

1.3.1.1 The functional / technical evaluation will be based on a threshold, where bidders which fail to achieve the Threshold Points per criteria AND the minimum of 58 points on the functional / technical stage will not be considered for further evaluation.

COMPANY EXPERIENCE

<table>
<thead>
<tr>
<th>Item</th>
<th>Evaluation Criteria</th>
<th>Minimum threshold</th>
<th>Maximum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation Personnel Qualification</td>
<td></td>
<td>14</td>
<td>24</td>
</tr>
</tbody>
</table>

1 Consultants

1) Company experience

(Minimum of 3 Structural engineering projects similar to this project’s scope)

- 3 Projects / Contracts / Work opportunity = 7 Points
- 4 to 6 Projects / Contracts / Work opportunity = 10 Points
- Greater than 6 Projects / Contracts / Work opportunity = 12 Points

Provide a synopsis of Projects / Contracts / Work opportunity completed demonstrating start and end dates, value, client and contact details.

2 Contractor

2) Company experience

(Minimum of 3 Structural engineering projects similar to this project’s scope)

- 3 Projects / Contracts / Work opportunity = 7 Points
- 4 to 6 Projects / Contracts / Work opportunity = 10 Points
- Greater than 6 Projects / Contracts / Work opportunity = 12 Points
Provide a synopsis of Projects / Contracts / Work opportunity completed demonstrating start and end dates, value, client and contact details.

<table>
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<tr>
<th>Item</th>
<th>Evaluation Criteria</th>
<th>Minimum threshold</th>
<th>Maximum</th>
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<tr>
<td>1</td>
<td>Installation Personnel Qualification</td>
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<td>68</td>
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<tr>
<td>1</td>
<td>Personnel Qualification</td>
<td>7</td>
<td>8</td>
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<td></td>
<td>Registered Architect (PrArch):</td>
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<tr>
<td></td>
<td>• Masters in Architect = 8</td>
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<tr>
<td></td>
<td>• Bachelor’s degree in Architect = 7</td>
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<td>(Please attach certified copies of qualifications)</td>
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<td></td>
<td>Lead Engineer (PrEng/PrTech Eng):</td>
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<td></td>
<td>• BSc Eng / BEng in Civil engineering = 10</td>
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<td></td>
<td>• B-Tech in Civil Engineering= 8</td>
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<td></td>
<td>Construction manager:</td>
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<td></td>
<td>Diploma in built environment= 8</td>
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<td></td>
<td>Degree in built environment = 10</td>
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<td></td>
<td>Safety Officer;</td>
<td>5</td>
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<td></td>
<td>Certificate in safety management= 5</td>
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<td></td>
<td>Diploma in safety management= 6</td>
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</table>
Degree and above= 7  
(Please attach certified copies of qualifications)

<table>
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<tr>
<th>Lead Architect</th>
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<tr>
<td>Number of years of relevant experience as an Architect with contactable and verifiable references including testimonials on official company letterhead.</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>• &gt;10 years and above (8)</td>
<td></td>
<td></td>
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<tr>
<td>• 5-10 years (5)</td>
<td></td>
<td></td>
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<tr>
<td>• 3-5 years (3)</td>
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<td>• Less than 3 years (0)</td>
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<td>(Proof of experience should be included in the resources’ s CV).</td>
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<th>Lead Engineer</th>
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</thead>
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<td>Number of years of relevant experience as an Engineer with contactable and verifiable references including testimonials on official company letterhead.</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>• &gt;10 years and above (8)</td>
<td></td>
<td></td>
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<tr>
<td>• 5-10 years (5)</td>
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<td></td>
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<tr>
<td>• 3-5 years (3)</td>
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<th>Construction Manager:</th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of years of relevant experience as a construction manager with contactable and verifiable references including testimonials on official company letterhead.</td>
<td>3</td>
<td>7</td>
</tr>
<tr>
<td>• &gt;10 years and above (7)</td>
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<td>• 5-10 years (5)</td>
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<td>• 3-5 years (3)</td>
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<tr>
<td>• Less than 3 years (0)</td>
<td></td>
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<tr>
<td>(Proof of experience should be included in the resources’ s CV).</td>
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</tbody>
</table>
**Safety Officer:**

Number of years of relevant experience as a safety officer with contactable and verifiable references including testimonials on official company letterhead.

- >10 years and above (10)
- 5-10 years (5)
- 3-5 years (3)
- Less than 3 years (0)

(Proof of experience should be included in the resources’ CV).

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Minimum threshold</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Construction Programme and Technical Approach</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Programme</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Demonstrates a comprehensive project program</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>• Demonstrates a sufficient project program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Demonstrates a partial project program</td>
<td></td>
<td></td>
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<tr>
<td>Comprehensive project (4)</td>
<td></td>
<td></td>
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<tr>
<td>Sufficient project (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Partial project (2)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**WORK PLAN AND PROPOSED METHODOLOGY**

Bidders are to provide a written work plan demonstrating how they intend to execute the works from initial site set-up right through to final certification of the works. Bidders to include a detailed programme in a bar chart format illustrating the dependencies between the various activities. Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule.
Method Statement Showing an understanding of this Contract

- Demonstrates a full and comprehensive methodology plan
- Demonstrates a sufficient methodology plan
- Demonstrates a partial methodology plan

Full and comprehensive (4)
Sufficient methodology (3)
Partial methodology (2)

Work plan and proposed methodology

Preliminary Programme:

A COMPREHENSIVE Programme will include:
- All activities listed from appointment, investigation and assessment, concept and design, tender documentation and procurement, construction management, and closeout.
- The programme must indicate milestones and deliverables.
- All activities are clearly referenced and linked (dependencies shown)
- Programme reflects the key aspects of the works chronologically
- Programme reflects a critical path
- Programme complies with overall start and completion dates
- Programme clearly reflects completion of the services

A SUFFICIENT Programme will include:
- Programme reflects chronological detail of the design works
- Programme complies with overall start and completion dates
- Programme clearly reflects completion of services

A PARTIAL Programme:
- Does not reflect the above information clearly or omits key information.

Method Statement

A COMPREHENSIVE Method Statement will include:
- Narrative picks up on all key work streams related to appointment, investigation and assessment, concept and design, tender documentation and procurement, construction management, and closeout.
- Method statement provides a narrative of the Consultant's intent.
- Method Statement refers to information requirements

A SUFFICIENT Method Statement will include:
- Method statement provides a narrative of the Consultant's intent.
- Method Statement refers to information requirements

A PARTIAL Method Statement will include:
- Does not reflect the above information clearly or omits key information.
TABLE 3: Relevant Company / Entity Experience and References

a. Provide reference letters / certificates of completion as indicated in the TOR

<table>
<thead>
<tr>
<th>#</th>
<th>Project Summary</th>
<th>Start Date – End Date</th>
<th>Project Value (R)</th>
<th>Contactable Reference Information</th>
</tr>
</thead>
</table>
| 1  | Similar Previous Works – Describe and Indicate Client                            | 13 Mar 2014 – 30 Jun 2014 | R X million       | Company Name: XYZ Company
Contact Person: Chairperson: J Soap
Contact Number: 031 999 9999
Email Address: JSoap@ComplexABC.com |
TABLE 4: Key Personnel (Roles and Responsibilities)

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

<table>
<thead>
<tr>
<th>#</th>
<th>Name</th>
<th>Position</th>
<th>Provide CV and Other Supporting Document’s</th>
<th>Area of Specialisation</th>
<th>Number of Years Relevant Experience</th>
<th>Qualification / Training / Trade Test Proof</th>
</tr>
</thead>
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</table>

Initial
THE CONTRACT

Please refer to draft contract attached. For information purposes only. Will be completed by the successful bidder.
PART C1
AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Project Name / Services Name

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS

<table>
<thead>
<tr>
<th>In Words</th>
<th>In Numbers</th>
</tr>
</thead>
</table>

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

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

Bidder / Entity’s Name: __________________________
Represented By: __________________________
Capacity: __________________________
Signature: __________________________
Date: __________________________
C1.1 FORM OF OFFER AND ACCEPTANCE

For the Bidder:
(Insert name and address of organisation)

<table>
<thead>
<tr>
<th>Bidder / Entity’s Name</th>
<th>:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>Witness Name</td>
<td>:</td>
<td></td>
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<tr>
<td>Signature</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>:</td>
<td></td>
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</tbody>
</table>

B. ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.
C1.1  FORM OF OFFER AND ACCEPTANCE

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

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

C. SCHEDULE OF DEVIATIONS

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

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

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

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

<table>
<thead>
<tr>
<th>1. Subject</th>
<th>Subcontracting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Details:</td>
<td>The Contractor shall not sub-contract more than 25% of the Contract Price to another enterprise that does not have equal or higher (better) B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.</td>
</tr>
</tbody>
</table>
C1.1  FORM OF OFFER AND ACCEPTANCE

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

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

For the Bidder:

<table>
<thead>
<tr>
<th align="right">Bidder / Entity’s Name</th>
<th>:</th>
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</thead>
<tbody>
<tr>
<td align="right">Address</td>
<td>:</td>
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<tr>
<td align="right">Name</td>
<td>:</td>
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<td align="right">Signature</td>
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<td align="right">Date</td>
<td>:</td>
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<tr>
<td align="right">Witness Name</td>
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<td align="right">Signature</td>
<td>:</td>
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<tr>
<td align="right">Date</td>
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</tbody>
</table>
C1.1 FORM OF OFFER AND ACCEPTANCE

For the Airports Company South Africa

<table>
<thead>
<tr>
<th>Field</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
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<tr>
<td>Signature</td>
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<tr>
<td>Date</td>
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<tr>
<td>Witness Name</td>
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<td>Signature</td>
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<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
C1.2 CONTRACT DATA

PART 1: C1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

ACSA’s Service Agreement will apply – Refer to sample attached
PART C2
PRICING DATA

C2.1 PRICE INSTRUCTION

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 / 90/10 where Price will amount to 80 / 90 points, and B-BBEE will amount to 20 / 10 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, etcetera. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

2. PRICING INSTRUCTIONS:
   2.1. Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.
   2.2. Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
   2.3. A detailed breakdown of costs to be attached.
   2.4. All rates quoted as part of this bid will apply to ad hoc works as/when required (additional work outside scheduled maintenance).
   2.5. Do not leave any area blank in the pricing schedules.
   2.6. Permit costs:
      • Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
      • No mark-up to be levied on Permit costs.
      • All employees will be checked for criminal records and no permit will be granted to those with criminal records.
      • Cost for lost permits and new employees will not be reimbursed by ACSA.
   2.7. 3rd Party Procured Items and Services:
      • Spares (material) and sub-contracted work will be charged at cost plus mark-up.
      • VAT shall not form part of mark-up calculations.
      • ACSA shall provide the storeroom where the materials will be stored.
      • The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
      • All material supplied must be SABS approved.
   2.8. The Tender offer must be inclusive of VAT.
   2.9. The VAT portion must be indicated separately.
   2.10. Payment for this contract will be against proven cost.
   2.11. Annual Increases will be negotiated with CPI being the maximum granted.
## C2.2 PRICING SCHEDULES / BILL OF QUANTITIES

### C2.3 DETAILED BREAKDOWN OF COSTS TO SUPPORT THE PRICED BILL OF QUANTITIES

Detailed breakdown of cost to be inserted here.

**Price Schedule**

<table>
<thead>
<tr>
<th>No:</th>
<th>Description</th>
<th>Rates</th>
<th>Quantity (Hours)</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
</table>
| 1   | Designing of the canopy structure or similar proposed structure and construction supervision.  
*Provide breakdown of costing as an attachment (To include the number of hours, rate per individual and other related costs)* |       |                 |            |       |
| 2   | Other related professional costs *(please specify)*                          |       |                 |            |       |

### Construction WORKS

| 3.1 | Cost of material (civil works)  
*Provide bill of quantities, attach detailed breakdown* | R     |
| 3.2 | Cost of material (structural works)  
*Provide bill of quantities, attach detailed breakdown* | R     |

### Other costs

| 4.1 | Safety file | R   |
| 4.2 | Site establishment | R   |
| 4.3 | Permit costs (to be paid on a proven costs) | R20 000 |

**Any Other cost please list below (Provide detailed breakdown)**
<table>
<thead>
<tr>
<th></th>
<th>Total Excluding VAT</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td></td>
<td></td>
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<tr>
<td>23</td>
<td>VAT</td>
<td>R</td>
</tr>
<tr>
<td>24</td>
<td>Total Including VAT</td>
<td>R</td>
</tr>
</tbody>
</table>
PART C3

SERVICE INFORMATION (SCOPE / SPECIFICATIONS)

C3 SCOPE OF WORKS

1. PURPOSE

The Aim of this tender is to appoint a reputable service provider for the design and construction of the weather protection structure such as the canopy between the Avis car rentals to the terminal building. The team shall include the Architect, Structural Engineer and the contractor.

2. SCOPE OF WORK

2.1. Description of the Work / Services:

The project scope includes the following:

- Design and construct the canopy structure or similar approved structure that will be able to protect passengers from adverse weather conditions. The scope will entail design including conceptual designs by the Architect (proposals to be submitted to ACSA with different canopy arrangement or equivalent shelter structure. The agreed structure will have to be designed and signed off by a registered Engineer. This project will further include procurement of material and construction supervision (EPCM model).

Design is to address the following deliverables:

- a. Less obstruction to Avis rental’s advertisements or interference with their parking
- b. Less obstructing structural members on passengers’ walkways
- c. For Ease maintenance, specification to match the existing airport structures
- d. Provision of access to designated smoking area

The project stages will be as follows:

Stage 1: Inception

The first step on appointment is an in-depth discussion to ascertain the requirements of the project. A visit to site will then be required to do an analysis and possible solutions to the problem. This will include consideration of issues such as the views, orientation, access, and the surrounding buildings.

A design brief will then be agreed upon, and an outline concept will be formulated based on the project requirements, design requirements, the contextual issues stemming from the site analysis.

Stage 2: Concept Design

Based on the architectural brief developed from the discussions above and site analysis in Stage 1, an initial concept design will be prepared and submitted to ACSA for review. This will show the intended weather protection structure or concept based on the scope requirements, as well as the planning relationships and proposed layout and contextual issues stemming from the site such as views, orientation and access. It will also show the proposed intended concept and form of the structure.

After review and comments on the initial concept, the design will be further developed to show the proposed materials as well as the technical and functional characteristics of the design. These will include sections through the structure, more detailed dimensioned sketch plans illustrating the positioning of the structure in relation to the surrounding buildings. As the sketch plans form the basis of the entire project, this may be a back-and-forth process until all parties involved are entirely satisfied with the outcome.
Stage 3: Design Development
The design development stage will commence once the final concept design, along with estimated price based on this, are approved.

The plans will then be further developed based on the approved concept design, with any further changes that may be required, as well as the input from the consultants. In the case of the input from the structural engineer, this will include the specifications of the foundations, member size designs and the roof design. The design development will include details of the construction systems and materials to be used.

After any further changes are made, the final set of design development plans are produced.

Stage 4: Construction Documentation
The service provider will be expected to design, procure materials and construct. The proposal is to comprise of a priced Bill of Quantities of the proposed solutions.

Stage 5: Construction phase
Contract Administration
The architectural /professional service provided for this stage comprises of the administration of the construction work. This includes administering the handover of the site to the contractor; the issuing of construction documentation; initiating and/or checking sub-contract design and documentation as appropriate; regularly inspecting the works for conformity to the design and contract documentation; issuing the practical completion certificate; and submitting handover documents to ACSA.
3. INSURANCES:

(Professional Indemnity, Public Liability, etc.)

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Insurance requirements for contracts below R50million on the Airside

3.1. 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.

3.2. Part 2: ACSA Maintenance Contract Insurance Clause:

3.2.1. Insurance affected by the Employer

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

(a) Public Liability Insurance which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25,000 for Property Damage claims only but R250,000 where Loss or Damage involves Aircraft.

(i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
(A) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer’s Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) Complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) Negotiate the settlement of claims with the Insurers through the Employer’s Insurance Brokers and shall when required to do so obtain the Employer’s approval of such settlement.

(D) The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

(vi) Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor’s admitted claim.

(vii) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor’s obligations liabilities or responsibilities in terms of the Contract.

(viii) In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

3.2.2. 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.

3.2.3. **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.

3.2.4. **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.

<table>
<thead>
<tr>
<th>Bidder / Entity Name</th>
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<tbody>
<tr>
<td>Authorised Signatory Name</td>
<td>:</td>
</tr>
<tr>
<td>Duly Authorised Person to Sign</td>
<td>:</td>
</tr>
<tr>
<td>Position</td>
<td>:</td>
</tr>
<tr>
<td>Signature</td>
<td>:</td>
</tr>
<tr>
<td>Date</td>
<td>:</td>
</tr>
</tbody>
</table>
4. **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.

5. **PROOF OF COMPLIANCE WITH THE LAW:**
   - Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site.

6. **CO-OPERATION WITH OTHER SERVICES PROVIDERS:**
   - Security Contractor on Landside: Reporting suspicious behaviour noted in parking to security service provider.
   - Cleaning Contractor: Landside
   - Litter on landside.
   - Maintenance Contractors: Report any maintenance related queries to the Infrastructure Maintenance Centre (IMC) Help Desk i.e. aircon not working, damaged signage, escalators and elevators not working, lights not working, cracked paving etc.
   - Traffic lights not working: Metro Police

7. **ELECTRONIC PAYMENTS:**
   - Payment will be made to the Service Provider on a monthly basis.
   - Thirty (30) days from date of invoice.

8. **ACCESS TO LAND / BUILDINGS / SITES: GENERAL PERMIT REQUIREMENTS**
   - Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA KSIA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.
   - Permits are cards issued to persons employed and operational vehicles owned by airport based companies.
   - Conditions of Issue:
     - Acceptance of personal permit applications.
     - The conditions under which ACSA shall issue an ACSA security personal permit are as follows:
       - All applicants requiring permits for two (2) days to two (2) years for the first time or renewing permits shall be vetted.
       - All applicants requiring permits for six (6) days to two (2) years to gain access into airside must complete an airside induction course prior to applying for permits.
       - When the relevant application forms have been duly completed by the applicant and authorised by the nominated sponsor.
   - The following necessary documents must be attached:
     - Identity documents.
     - Airside induction certification is required for the following zone access for permit holders:
       - red,
- red and green,
- red and blue,
- red and yellow,
- purple and red and red,
- green and blue

- Airside Vehicle Operators Permit (AVOP) certificate for employers employed as drivers in order to be issued an AVOP permit.
- Watched and understood the security awareness briefing videos.
- All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.
- All cases that are vague shall be referred to the Joint Planning Committee (JPC) for approval.
- If an applicant has no previous convictions a permit can be issued.
- Applications of contractors and subcontractors shall be accepted if it is sponsored by a company / organisation or an individual operating at ACSA operated airports and the company / organisation is registered in the Airport Permit Issue System (APIS).
- Special visitors permit (ad-hoc) shall be issued to government agents and security companies dealing with valuable cargo.
- Companies shall pay R3,715 for every visitors and temporary permit not returned to the Permit Office at the end of business or visit and there shall be no temporary or visitor’s permits issued in future until the penalty per unreturned permit is paid.
- Companies shall be charged a fee of R3,096 per cancelled permit not being returned to Permit Office after their employees resign, are dismissed, absconded or suspended.
- Personal Permit is R215.19 (excluding VAT) for a 2-year permit.
- Staff parking, if required, is R120 (excluding VAT) per permit

9. DISPOSAL REQUIREMENTS

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

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

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

2.13  No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

2.14  No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

2.15  The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

2.16  The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

2.17  At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

2.18  The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer’s representative. This shall as a minimum include safety shoes, overalls (clearly marked with Contractor’s company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor’s account.

2.19  Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

2.20  The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type as approved by the ACSA IT department.
# Notification of Safety / Housekeeping Infringement

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

**ANNEXURE G**

Contractors will be evaluated on the following:

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

**Total Score:** ............................ / 55 ............................ %
PERFORMANCE EVALUATION

ANNEXURE G

Evaluation Comments:

A-CSA Representative:

Signature:

Date:

Service Provider:

Signature:

Date:

Service Manager:

Signature:

Date:
PART C4
APPENDICES

Appendix 1 : Bid Advert

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

Appendix 2 : Safety File Requirements
Appendix 3 : Permit to Work
Appendix 4 : Different Category of Permits
Appendix 5 : EMS048 ACSA Service Maintenance Contractors Environmental Terms
Appendix 6 : Environmental Impact of Service and Maintenance Contractors
Appendix 7 : Environmental Management System Policy Statement
Appendix 8 : Sample Contract