



AIRPORTS COMPANY
SOUTH AFRICA

REQUEST FOR BIDS (RFB)
Maintenance of Landside Gardens for a period of Three (3) Years
at
King Shaka International Airport (KSIA)

- Bid Reference Number** : DIA6703/2021/RFP.
- Issue Date** : 28 September 2021
- Optional Site meeting** : 13 October 2021 at 11:00 am
- Optional Briefing Session** : 14 October 2021 10:00. **Please join via the Link. Link is attached on a word document.**
- Requirements for the Site Inspection** : Park at the Shaded Parking area for a free of charge parking. Please bring your **original** ID document, safety shoes/boots and reflective jacket/vest. Drivers licence not accepted
- Note: Site meetings could last up to 3 hours
- Queries Closure Date and Time** : 21 October 2021
- Bid Closing Date and Time** : 28 October 2021 at 11:00 am
- Bid Submission Delivery Address** : **PLEASE EMAIL YOUR DOCUMENTS TO**
Procurement3.KSIA@airports.co.za

Bidder Name and Telephone Number

:

Name:

Telephone Number:

Contact Person and email address

:

Contact Person:

email address:

Bidder Details / Stamp

:

INTRODUCTION

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

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

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

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

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE NO.
1	Invitation to Bid and Instructions to Bidders	6
2	Evaluation Process and Criteria – Including: <ul style="list-style-type: none"> • Mandatory • Functionality • Pricing Instructions • Pricing Schedule/s 	9
3	Scope of Works (Including Background, Purpose & Insurance Requirements)	18
4	Site Information	29
5	Other Returnable Documents, Declarations and Schedules	37
6	Bid Completion Check List Appendices (Attached Separately)	79

Attachment1 : Bid Document

Attachment2 : Contract

Attachment : 3 Mandatory Agreement

Attachment 4 Environmental Terms and Conditions

Attachment 5 Microsoft Teams Meeting Link

Annexure E: 5.3 EMS 048

ACCEPTANCE OF TERMS AND CONDITIONS OF THE BID DOCUMENT

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

1. The content of the bid document in its entirety i.e., pages 1 - 79
2. The Bid Procedures.
3. To submit all returnable documents as required.
4. The terms and conditions set forth within this Bid Document i.e., Agreement, and Contract Data.
5. Pricing Data (including the Pricing Schedule or Bill of Quantities).
6. The Scope of Work.
7. Inclusive of all appendices as listed in accordance with the terms set herein.

Bidding Entity Name :

Authorised Signatory Name :

Position :

Signature :

Date :

SECTION 1

INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Airports Company South Africa invites bidders for:

Maintenance of Landside Gardens for a period of Three (3) Years **at King Shaka International airport (KSIA).**

1.1 COLLECTION OF BID DOCUMENTS

Bid documents are available on the following websites from 28 September 2021:

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

1.2 QUERIES RELATING TO THE ISSUE OF THE BID DOCUMENTS

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

- Name : Mr Johnson Mji
- Designation : Senior Buyer
- Email : Procurement3.KSIA@airports.co.za

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

1.3 SUBMISSION OF BID DOCUMENTS

- The bid documents together with all attachments must be emailed to Procurement3.KSIA@airports.co.za on or before the closing date of **28 October 2021 11am**

Bid must be submitted on or before 11:00 am on 28 October 2021 - South African Time

1.4 LATE BIDS

- 1.4.1 Bids which are submitted after the closing date and time will not be accepted.
- 1.4.2 Airports Company South Africa SOC Limited will not be liable for any late bids.

1.5 CLARIFICATION AND COMMUNICATION

- 1.5.1 Request for clarity or information on the bid may only be requested until the **21 October 2021.**

- 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 NON-COMPULSORY(OPTIONAL) SITE MEETING AND BRIEFING SESSION

- 1.6.1 There will be a **non-compulsory site visit/meeting** at **11:00(am) on 13 October 2021** at Airports Company SA SOC LTD, King Shaka International Airport, LA Mercy. Please wait at Reception on the Ground Floor, MSO Building (located near the Pick-Up zone area). There will also be a **non-compulsory Microsoft Teams briefing session** on 14 October 2021 at 11:00 pm. Please join via the link which is on separate page attached. You can also email your particulars to Procurement3.KSIA@airports.co.za so that I can invite you to a meeting.
- 1.6.2 Bidders must park at the Shaded Parking area in order for their parking tickets to be validated and parking costs waived. Failure to park at the Shaded Parking area will result to parking costs being incurred.
- 1.6.3 ACSA may not be held accountable for loss, damage or injury to the Bidder or the Bidder's property during site inspection session.

1.7 BID RESPONSES

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

1.8 DISCLAIMERS

Bidders must note and accept that ACSA may:

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

1.9 VALIDITY PERIOD

- 1.9.1 ACSA requires a validity period of one hundred and twenty (120) working days from date of close of bid.
- 1.9.2 During the validity period the prices which have been quoted by the bidder must remain firm and valid. In exceptional circumstance, ACSA may request extension of the validity of offers.

1.10 HOT-LINE

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

Airports Company South Africa Tip-Offs Anonymous:

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

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

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

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

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

1.12 CONFIDENTIALITY OF INFORMATION

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

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

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

SECTION 2

EVALUATION PROCESS AND CRITERIA

1.4 EVALUATION PROCESS

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

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

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

Stage 1 and 2	Stage 3 and 4
Compliance to Prequalification Criteria and Mandatory Criteria	Evaluate Functionality Price and B-BBEE

2.2 STAGE 1: COMPLIANCE TO PREQUALIFICATION AND MANDATORY CRITERIA

2.4.1 Failure to comply with / satisfy all the prequalification and mandatory requirements below may result in disqualification of the bid.

#	PREQUALIFICATION CRITERIA	Main Bidder Yes / No	JV Partner Yes / No	Sub - Contractor Yes / No
1	<ul style="list-style-type: none"> Bidder must have a minimum BBBEE Level 4 and a maximum BBBEE Level 1(1-4). Joint Ventures must submit consolidated BBBEE Certificates 			
2	MANDATORY EVALUATION CRITERIA			
	<ul style="list-style-type: none"> Fully completed and signed Form of Offer and Acceptance <p>Please note that the Form of Offer and Acceptance must agree with the total price from the Pricing Schedule. Please also note that the Form of Offer and Acceptance is VAT Inclusive (15%). Please refer to page 43 of 49 of the Bid documents</p>			

2.3 STAGE 1: FUNCTIONALITY EVALUATION CRITERIA

FUNCTIONALITY EVALUATION CRITERIA

The functional/ technical evaluation will be based on a threshold, where bidders which fail to achieve the overall minimum of 59 points as well as failing to achieve the minimum number of points of the functional/ technical evaluation sub-criteria (minimum threshold) on the functional stage shall not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Tenderer’s resource proposal	60	Qualifications	30	19
		Year of experience in similar works	30	19
References and experience	40	At least three (3) references of Similar size	20	9
		Company years Experience	20	12
Total			100	59

The obligation to demonstrate compliance with all of the above will remain with the Tenderer and ACSA’s decision in this regard will be final

Tenderer’s Resource Qualifications - 30 (Proof of qualification should be attached to the resource’s CV)

The Health and safety officer person could be any of the three personnel listed below or it could be a standalone resource.

Herbicide Applicator (10)	Irrigation Specialist (6)	Site Manager (10)	Health and Safety officer (4)
----------------------------------	----------------------------------	--------------------------	--------------------------------------

Horticulturalist or Botanical or Built Environment related diploma or certificate and Registration with the Dept. of Agriculture, Forestry and Fisheries (10)	Horticulturalist or Botanical or Built Environment related diploma or certificate and registration with the Landscape Irrigation Association of SA (LIA) (6)	Landscaping or Horticulturalist or Botanical or Built Environment related Diploma or higher (10)	Substantial / relevant Regulatory training (typically 5-day training or longer) (4)
Horticulturalist or Botanical or Built Environment related diploma or certificate or Registration with the Dept. of Agriculture, Forestry and Fisheries (6)	Relevant Technical certificate registered with the Landscape Irrigation Association of SA (LIA) (4)	Landscaping or Horticulturalist or Botanical or Built Environment related Certificate (6)	1 or 2 day training in OHS (3)
No relevant certificate submitted (0)	No relevant certificate submitted (0)	No relevant certificate submitted (0)	No relevant OHS training or certificate submitted (0)

Tenderer’s Resource Experience – 30

Detailed description of experience in herbicide application, landscaping and grass cutting work to be included in the CV. The experience to be considered for evaluation should be in line with the role or similar to the position mentioned below.

Herbicide Applicator (10)	Irrigation Specialist (6)	Site Manager (10)	Health and Safety officer (4)
4 years and more (10)	4 years and more (6)	6 years and more (10)	3 years and more (4)
1 – less than 4 years (6)	2 – less than 4 years (4)	3 – less than 6 years in landscape project and management (6)	1 – less than 3 years (3)
Less than 1 year (0)	Less than 2 year (0)	Less than 3 year (0)	Less than 1 year (0)

Company References – 20 points

The Tenderer should provide proof of company references of similar works of projects or maintenance contracts previously completed. The references should include **work in landscaping and grass cutting**. Bidders shall provide a minimum of 3 references to meet the minimum requirement with the project value of a minimum of **R100 000.00 rands** excluding VAT on each reference letter, project descriptions inclusive of detailed scope of works, for all successfully completed contracts in the last 10 years, with contactable references.

References (20 points)	Max Score
4 references with project value and similar scope of works included (5 points per letter) .	20
3 or more references with similar scope of works only, (3 points per letter) .	9
References not containing relevant information	0

Experience – 20 points

Proven number of years’ experience of the company on similar scope of works and similar size of facility, either through projects or maintenance work contracts. Returnable Schedule of Tenderer’s recent experience must be completed indicating company work experience

Experience (20 points)	Max Score
5 years and above	20
2 to less than 5 years’ experience	12
Below 2 years	0

PRICING INSTRUCTION AND SCHEDULE

2.4 STAGE 1: PRICING SCHEDULE

2.4 STAGE 2: EVALUATION OF PRICE AND B-BBEE

2.4.1 Price and B-BBEE:

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

2.4.2 Pricing Instructions:

- 2.4.2.1 Bidders must price in accordance with the pricing schedules attached, this will enable ACSA to compare priced offers.
- 2.4.2.2 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.4.2.3 All rates quoted as part of this bid will apply to ad-hoc works as/when required (additional work outside scheduled maintenance).
- 2.4.2.4 Do not leave any area blank in the pricing schedules. (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 2.4.2.5 All provisional and estimated sums will be reimbursed on proven costs.
- 2.4.2.6 Permit costs:
 - Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
 - No mark-up to be levied on Permit costs.
 - All employees will be checked for criminal records and no permit will be granted to those with criminal records.
 - Cost for lost permits and new employees will not be reimbursed by ACSA.
 - Foreign Nationals will need to provide a valid working permit.
- 2.4.2.7 No price to be levied on items provided by ACSA (e.g. Lease, Water, Electricity, etc.)
- 2.4.2.8 3rd Party Procured Items and Services:
 - Spares (material) and sub-contracted work will be charged at cost plus mark-up.
 - VAT will not form part of mark-up calculations.
 - All material supplied must be of good quality e.g SABS approved.
- 2.4.2.9 The Bid offer must be inclusive of VAT.
- 2.4.2.10 The VAT portion must be indicated separately.
- 2.4.2.11 Payment for this contract will be against proven cost.
- 2.4.2.12 Payment of CPI will be based on prevailing CPI at that time

PRICING SCHEDULE**Price List (including the Activity Schedule)**

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Reference to be made to the maintenance schedule for details on the maintenance areas. Only items listed in this Activity Schedule may be billed to the Employer.

Activity Schedule

NO	ACTIVITY DESCRIPTION	UNIT	QTY	RATE	AMOUNT (QTY X RATE)
1	PRELIMINARIES AND GENERAL				
1.1	Occupational Health & Safety Costs (The rate shall include the cost for setting up the OHS File, the maintenance and adherence of health and safety file and the uniforms and PPE required for compliance for all staff. OHS Audits shall be done throughout the life of the contract, as mandated by legislation)	Yearly	1		
1.2	Permits (Permits will be re-imbursed under at cost as per the Invoice paid to ACSA – <u>with no handling, post facto</u> . No allowance for the labour time and attending Induction cost will be paid.). ACSA will re-imburse costs for staff once every 2 years. Replacement of	Lump Sum			
1.3	Insurance	Yearly	1		
1.4	Provisional sum (additional scope at ACSA’s discretion)	Provisional Sum			R 500 000.00
2	MAINTENANCE AREAS				

	(refer to Maintenance schedule)				
2.1	Zone 1				
2.2	Zone 2				
2.3	Zone 3				
2.4	Zone 4				
2.5	Zone 5				
2.6	Zone 6				
2.7	Zone 7				
2.8	Zone 8				
2.9	Zone 9				
2.10	Zone 10				
2.11	Zone 11				
2.12	Zone 12				
2.13	Zone 13				
3	LITTER AND REFUSE REMOVAL				
3.1	Daily litter removal	monthly	12		
TOTAL AMOUNT FOR YEAR 1					
	TOTAL AMOUNT FOR YEAR 2 WITH 5% CPI				R
	TOTAL AMOUNT FOR YEAR 3 WITH 5% CPI				R
	SUM TOTAL FOR 3 YEARS				R
	VAT				
	TOTAL AMOUNT (Including VAT)				

It is noted that:

- a) The contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in the annexes. In the event where ACSA prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.

Labour rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item	Description	Normal hours (including Saturdays (R/hour))	After hours (R/hour)	Sunday (R/hour)
1	Site Foreman			
2	Skilled Labour			
3	Unskilled Labour			

All rates to exclude VAT. Work shall only be done through a Task Order, and only once a quotation has been submitted and approved.

Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/ decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.

Mark-up (third party procured items/services)

This is to allow the procurement of items that are not covered above.

Cost	Mark-up
R 0 – R 2 000	%
R 2001- R10 000	%
R 10 001- R50 0000	%
Over R50 0000	%

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Original Tax Invoices from the service providers to be submitted with the Contractor's invoice.

Any outsourced services (sub-contracted work) utilised in place of existing resources which would normally form part of routine maintenance on the contract will not be subject to a mark-up and will be part of the routine maintenance cost of the Contractor.

SECTION 3

SCOPE OF WORK

DESCRIPTION OF THE SERVICE

1.1

SERVICE INFORMATION (SCOPE OF WORK)

Objective of this Tender

The objective is to maintain the serviceability of the infrastructure at King Shaka International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety, environment, ICAO and all other aviation related legislation. The Contractor will be responsible for the once-off remedial landscaping maintenance of the gardens at King Shaka International Airport.

The maintenance and control of landscaped areas are crucial in assisting with the control of weeds and alien vegetation. The aim is to establish healthy, thriving plants, encourage strong growth and allow for aesthetically pleasing plant landscapes. The maintenance of the landscaping plays a major role in the upkeep of the airport precinct, ensuring that a high security level within the airport precinct is maintained to allow a clear line of sight at fences, buildings, whilst also acting as firebreaks.

To provide facilities which are clean and hygienic, attempt to meet with the minimum requirements of the Occupational Health and Safety Act and those of airport users and stakeholders when using the airport. This contract is also intended to assist ACSA to meet the expectations of Airport Service Quality (ASQ) standards as per the Key Performance Indicator (KPI) set by the ACSA Board from time to time.

The scope of this contract will include:

1. Landside landscaping within close proximity to the terminal building

- a. Trim and pruning of trees and bushes
- b. Bed cleaning
- c. Invader plants and application of herbicides on landside
- d. Weed and Pest control
- e. Top dressing and levelling
- f. Protection
- g. Planting of new plant species

2. Landside cleaning and Litter picking

- a. Paved area activities – clear soil, weeds, growth

3. Landside grass cutting

- a. Grass cutting (include fire break and landside perimeter and security fences)
- b. Garden refuse (requirement: municipal dumping license)

Location of the works

The Works are located at King Shaka International Airport. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

The works to be done under this contract falls under landside precincts of the airport.

Landside refers to:

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

Airside refers to:

- Areas of the airport after the security point, and
- The part of the aerodrome that is restricted areas as governed by the NKP Act,
- Flat Freight areas, ACSA Training Centre

The works to be done will be under the areas as defined under The footprint of the *Affected Property*, as detailed under Part C4 (Site Information).

Extent of the works:

The service provider will be fully responsible for meeting all requirements in this document regarding the Works. In addition, all Works will be carried out to any applicable governing law and/or regulations.

Service and maintenance shall be carried out as per the Task Orders from the Service Manager and / or s/his delegate.

All new installation, replacement and repairs must be approved by ACSA service manager prior to works being carried out.

Employer’s requirements for the service

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.

For each section, all work will be carried out to standards as required by the relevant safety standards as well as any applicable governing law and/or regulations. Where standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) the said requirements.

An example of a Scheduled Maintenance activities is detailed in part C4 of this document. This is not an exhaustive list and is intended to be used as a guide.

In providing the Service, the Contractor shall not interfere with the normal everyday use of the affected Property. Airport operations must continue as far as practicable consistent with the work being done by the Contractor. Should this not be able to be achieved, the Contractor shall inform the Service Manager in order to negotiate a practicable alternative solution with the Operations Department.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
AIP	Aeronautical Information Publication
CMMS	Computerized Maintenance Management System (Oracle EAM software platform)
Foreign Objects	Rubbish; cigarette buds; unwanted dead leaves and twigs; weeds
ICAO	International Civil Aviation Organization
KPI	Key Performance Indicator

ME	Maintenance Engineering Department
MSDS	Material Safety Data Sheets

Paved Areas	Tar Roads; Concrete Walkways; Paving blocks; Terminal Building Curbs; Roadway Curbs; Parking Bays; Pavement Areas
KSIA	King Shaka International Airport
PM	Preventative & Predictive Maintenance Work Orders
SANS	South African National Standards
SOP	Standard Operating Procedure
OHS Act	Occupational Health and Safety Act.
WO	Work Orders (Corrective & Dispatched)

SCOPE OF WORK ACTIVITIES

MAINTENANCE

ACTIVITIES

1.0 LAWN

1.1 MOWING / GRASS CUTTING

- 1.1.1 Lawn areas are to be brush cut to a minimum length of 25mm and a maximum length of 75mm using appropriate equipment. Lawns are to be cut neat and to an even finish without rutting or compaction.
- 1.1.2 Prior to grass cuttings the contractor should ensure that all litter, rubbish and debris is removed from the grass. After mowing, all grass cuttings are to be utilized as green mulch in the planting areas, as directed by ACSA or to be disposed from site at the end of each day to the composting site or contractor's skip bin.
- 1.1.3 In the course of mowing any area of lawn that is shaved or affects the ease and evenness of the cut is to be either manually or mechanically regarded to the correct levels. If any area appears uneven, due to incorrect cutting then the contractor will be liable to degrade the area to the correct level.
- 1.1.4 All areas where lawn abuts onto kerbs or footpaths, they are to be trimmed to a line running down the back edge of the kerbs or the edge of the footpath. Cut around all obstructions and ensure that the border edges are to be trimmed in a neat cut condition. Finished levels to adjacent hard surfaces such as drains, kerbs, paving to be +25mm above the hard surfaces (with an acceptable variation of +20mm and -10mm). No encroachment is to be allowed. Ensure that adjacent hard surfaces are cleaned/swept of any cuttings.
- 1.1.5 Edging is performed mechanically only (for example using edge trimmers or shears). No edges are to be cut using a spade. No chemicals should be used.
- 1.1.6 All costs must be included in rates.
- 1.1.7 The grass length is to be monitored and cut as frequently as required to ensure that the cut length is as per the specification is maintained majority of the time.
- 1.1.8 Ornamental lawn areas are defined as those areas of high

1.2 WEED CONTROL

- 1.2.1 All areas of lawn are to be kept weed free. The eradication of weeds is to be undertaken.
- 1.2.2 Weeding is to be carried out in such a way as to ensure that no damage is caused to surrounding plants and trees (for example, use hand weeding). All root growth is to be removed.
- 1.2.3 Broad leaved weeds are to be controlled utilizing the correct herbicide for the specific plant. No spraying is to be undertaken in narrow lawn areas where desirable plants may be

damaged. Ensure that applied herbicides will not cause long-term soil imbalance / or detrimental effect as a result of the inappropriate use of such herbicides.

- 1.2.4 Herbicides are to be applied in accordance with the manufacturer's specifications and are to be carried out by a competent person wearing the correct protective clothing.

2.0 SHRUBS AND GROUND COVER AREAS

2.1 WEED CONTROL

- 2.1.1 All planted areas are to be kept weed free at all times.
- 2.1.2 Weeding to be carried out taking care to avoid damage and disturbance of roots and planted material.
- 2.1.3 Remove weeds in its entirety including its roots.
- 2.1.4 Ensure all self-seeded tree lings are removed.

2.2 PRUNING AND TRIMMING

- 2.2.1 General pruning is to be carried out to encourage dense, bushy growth. Ground covers are to be cut back from bed edges and shrubs generally pruned. Ensure that formative shaping of shrubs, hedges and ground cover are maintained to have a well-balanced, natural appearance with clean, straight lines in the agreed formations. Distances above the ground are to be the same throughout to create uniformity (a maximum of 1m above ground level along the road edges and a minimum of 450mm). Box hedges, circular/ball formed shrubs to be shaped in such a manner that it provides clear sight lines where located along road verges and under signage.
- 2.2.2 Cautiously remove dead or excessive material, in particular the dead flowers and leaves. All rubbish generated during pruning is to be removed from site at the end of each day to the composting site or contractor's skip bin.
- 2.2.3 Major pruning should be undertaken after consultation with Airports Company South Africa.

2.3 BED CLEANING

- 2.3.1 Clean and maintain all beds (flowers/plants) from foreign objects to achieve neatness; cleanliness and having a pleasing appearance (favourable conditions).
- 2.3.2 Beds have different characteristics based on size, shape and quantity plant material. This requires different cleaning methods to achieve favourable conditions. The Contractor align his/her activities to the various conditions in the beds. Exposed soil will be weed free and levelled. Where beds are covered with mulch (bark / covering protection) or any other soil additive this must be also free of weed and foreign objects. Beds totally covered with flowers / plants must be cut back periodically to keep the species localised and stimulate growth.

Thin out overgrown areas and remove dead leaves.

2.4 WATERING

- 2.3.1 All areas of shrubs, ground covers and perennials are to receive a minimum of 25mm after maintenance.
- 2.3.2 The contractor is responsible for providing all necessary hoses, sprinklers and fittings to carry out the above.
- 2.3.3 Where available - the contractor can utilise the existing irrigation system.
- 2.3.4 Those areas not covered by the irrigation system are to be hand watered, utilizing the given water points to connect.
- 2.3.5 Watering is to be conducted as frequently as required, contractor to avoid plants being damaged by over or under watering.
- 2.3.6 Watering will also be dependent on the municipal bylaws, due to water restrictions that may exist in from time to time.

3. TREES

3.1 FORMATIVE PRUNING

- 3.1.1 Minimal formative pruning is to be carried out under the direction of Airports Company South Africa.
- 3.1.2 Ensure that all dry branches, stems and beds around the trees be trimmed and cleared. Encroaching branches and stems to be trimmed back 1,5m from any infrastructure i.e. buildings, fences, roads.
- 3.1.3 The soil to be turned and kept neat at all times.
- 3.1.4 Remove all debris from site.

3.2 WEEDING

- 3.2.1 Water basins are to be created in shrub plantings where they do not already exist. Existing basins are to be reconstructed. Mature trees from stem size 75mm diameter and larger either in shrubberies or lawn do not require water basins. All basins within lawn areas are to be kept to a uniform shape and size.
- 3.2.2 All basins are to be kept weed free and are to be lined with mulch 50mm thick which is to be replaced as and when necessary.
- 3.2.3 Under no circumstances are line trimmers (weed-eaters) to be utilized around the base of trees. Stem protectors must be installed to all trees in general lawn areas.

NB: Any tree dying due to damage by line trimmer is to be replaced by the Contractor at his owncost.

3.3 WATERING

3.3.1 All trees are to be watered by the irrigation system and / or by manual means, should the irrigation system not be available. The basins to be filled after maintenance.

4. PESTS

4.1 The contractor is to constantly monitor for pests throughout the garden and is to treat accordingly.

4.2 Natural organic pesticides should be used. Should these fail only then should inorganic chemical pesticides be used.

4.3 Application of the pesticide is to be carried out fully in accordance with the manufacturers' specifications by a competent person. As with the application of chemicals for weed, a suitably qualified person who is registered in terms of the Chemicals Control Act, must apply / utilise chemicals have used for the control of pests.

4.4 The control of pests applies to outdoor areas only on lawns, in beds, on trees, shrubs and other foliage.

4.5 The Contractor will perform a pest control as and when instructed.

4.6 Ensure no adverse long-term effects pesticides may have on plant growth and soil fertility. Pests are identified as insects that may invade plant material.

4.7 An update of a chemical usage register is required (Minimum requirements: Name of substance, quantity used, dilution factor if applicable, Name of qualified person, key control) must be submitted each time after a site visit.

4.8 A report of all hazardous substances used accompanied by the relevant MSDS needs to be submitted to the Service Manager on a 6-monthly basis. It should however be kept up to date and available at all times for inspections and audits.

4.9 All hazardous waste generated by the contractor must be disposed of in accordance with National Environmental Management Waste Management Act 59 of 2008

5. LEAF LITTER AND GARDEN REFUSE REMOVAL

5.1 The contractor shall be responsible for the removal of the day to day rubbish accumulated during the maintenance process. All rubbish generated is to be removed from garden areas at the end of each day. No stockpiles of leaves and waste are to be left overnight. The contractor is allowed to place a skip at their own cost.

5.2 All roads and pathways are to be kept swept, clean at all times and all litter to be picked, the frequency being determined by the prevailing season and weather conditions. One major sweeping once a day and a follow up inspection later in a day with corrections where necessary.

- 5.3 Leaves and grass clippings are to be utilized as mulch through all garden areas or as directed by ACSA.
- 5.4 Green waste to be taken to the Environmentally approved dumping site, the contractor to provide the General Waste certificate to the service manager.

6. INVADER PLANTS (ALIEN VEGETATION) AND APPLICATION OF HERBICIDES

- 6.1 According to the National Forest Act (Act 84 of 1998 as amended together with the relevant lists and notices) as well as the National Environmental Management: Biodiversity Act (Act 10 of 2004 as amended together with the relevant lists and notices), all declared invader weeds or plants that threaten the natural biodiversity should be eradicated or destroyed.
- 6.2 The Contractor should obtain guidance and information on the treatment and/or eradication techniques required from the Department of Agriculture, Fisheries and Forestry. The contractor is required to conduct annual surveys to determine the relevant species, their distribution and extent on an annual basis to identify areas requiring intervention as well as to determine success rates of the eradication programme.

7. PAVING

7.1 WEEDING

- 7.1.1 All areas of paving are to be kept free of weeds at all times. This will involve both weeding by manual means (example hand weeding) and the careful application of selected herbicides such as "Round Up" or "Rider".
- 7.1.2 It is the contractor's responsibility to ensure that the herbicides are applied without damage to any of the surrounding plantings.
- 7.1.3 Application of the above is to be carried out fully in accordance with the manufacturer's specifications by a competent person using protective gear.
- 7.1.4 Any damage caused to the paving or planting as a result of the above work is to be repaired by the maintenance contractor at his own cost.

8 TOP DRESSING AND LEVELLING

- 8.1 Fill-up all existing areas (including new areas based on a needs-analysis) with decorative grid stones.
- 8.2 Fill-up all existing areas (including new areas based on a needs-analysis) with decorative bark.
- 8.3 Fill-up all existing areas (including new areas based on a needs-analysis) with fine builders sand in order to improve surface level conditions.

- 8.4 Fill-up all existing areas (including new areas based on a needs-analysis) with top-soil in order to improve surface level conditions.

9. SPECIAL NOTES

9.1 GENERAL

- 9.1.1 No planting is to be carried out on site without the written consent of Airports Company South Africa. Should any planting be carried out without authority the cost of the materials and their removal shall be for the maintenance contractor's account
- 9.1.2 No instructions in this regard are to be taken from any member of staff without first having obtained permission from the person responsible for landscaping maintenance.

9.2 PROTECTION OF SURROUNDING PROPERTY

- 9.2.1 All fencing and poles must be protected against damage during brush cutting activities. The Contractor need to apply measures to enforce this.
- 9.2.2 Any damage to the surrounding infrastructure shall be for the account of the Contractor.

10. MACHINERY AND TOOLS

10.1 GENERAL

- 10.1.1 It is the contractor's responsibility to supply, maintain and run all machinery necessary to carry out all the specifications herein.
- 10.1.2 The supply and replacement of all tools and equipment are the responsibility of the contractor.

10.2 MAINTENANCE

- 10.2.1 All machinery is to be maintained in good working order at all times, in order to achieve the quality of cut required.
- 10.2.2 Servicing must be carried out on a regular basis in accordance with manufacturer's recommendations.
- 10.2.3 Should a tool or machine fail beyond repair, it is the contractor's responsibility to replace the equipment within 24-hours.
- 10.2.4 Check sheet of this service record must be at the contractor's storeroom for the service manager's audit from time to time.

11. UNIFORMS AND PROTECTIVE CLOTHING

11.1 GENERAL

- 11.1.1 The contractor is to supply all his staff with clothing of uniform colour and styles, clearly marked with the name of the Company and the Employee. This applies to both male and female members of staff.
- 11.1.2 It is the contractor's responsibility to maintain the clothing in a neat, tidy and clean condition at all times.
- 11.1.3 All uniforms are to be of a reflective and highly visible to vehicles.

3.1 INSURANCE REQUIREMENTS

PLEASE REFER TO THE CONTRACT DOCUMENT F FOR INSURANCE REQUIREMENTS

3.1.1.1 Bidder Acknowledgement

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

Bidder / Entity Name	:	<input type="text"/>
Authorised Signatory Name <i>Duly Authorised Person to Sign</i>	:	<input type="text"/>
Position	:	<input type="text"/>
Signature	:	<input type="text"/>
Date	:	<input type="text"/>

SECTION 4

SITE INFORMATION

Maintenance Schedule

Zone 1: Terminals and drop off						
Item	Description	Units	Quantity	Frequenc y	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	5726	12		
1.2	Weed control	m ²	5726	2		
1.3	Top dressing	m ²	2786	2		
1.4	Fertilizer to ornamental lawn areas	m ²	2786	2		
1.5	Watering	m ²	5726	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weed control	m ²	2192	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	2192	12		
2.5	Bark Mulch at 5cm thick	m ³	5	1		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	2192			
4	PAVING AND ROAD VERGE					
4.1	Weed control and Sweeping	m ²	11584	12		
5	GENERAL					
5.1	Maintenance of planter boxes on walls	sum	1	12		
	TOTAL ZONE 1 TO FINAL PRICE					

Zone 2: Terraced Gardens at the main parking - pay station area - tunnel to parkings						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	11213	12		
1.2	Weed control	m ²	11213	2		
1.3	Fertilizer to ornamental lawn areas	m ²	3756	2		
1.4	Watering	m ²	11213	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weeding	m ²	8306	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	8306	12		
2.5	Bark Mulch at 5cm thick	m ³	3	1		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	8306	12		
4	PAVING AND ROAD VERGE					
4.1	Weed control and Sweeping	m ²	8911	12		
5	GENERAL					
5.1	Fence line maintenance	m ²	68	12		
	TOTAL ZONE 2 TO FINAL PRICE					

Zone 3: Entrance at work permit office gardens - including work permit parking area (excluding new prayer construction site)						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	SHRUBS AND GROUNDCOVERS					
1.1	Cultivation and weeding	m ²	582	12		
1.2	Pruning	sum	1	12		
1.3	Watering	m ²	582	12		
2	PAVING AND ROAD VERGE					
2.1	Weed control and Sweeping	m ²	7180	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	582	12		
4	GENERAL					
4.1	Weed Spraying on Loffelstein Wall	m ²	171	12		
	TOTAL ZONE 3 TO FINAL PRICE					

Zone 4: Main Parking - Shaded and Long Term Parking						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	439	12		
1.2	Weed control	m ²	439	2		
1.3	Watering	m ²	439	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weeding	m ²	653	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	653	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	653	12		
4	PAVING & ROAD VERGE					
4.1	Weed control and Sweeping	m ²	85731	12		
	TOTAL ZONE 4 TO FINAL PRICE					

Zone 5: Gardens by boulevard - entire boulevard road including entrances to long term and shaded parking						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	2495	12		
1.2	Weed control	m ²	2495	2		
1.4	Watering	m ²	2495	2		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weeding	m ²	10538	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	10538	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	10538	12		
4	PAVING AND ROAD VERGE					
4.1	Weed control and Sweeping	m ²	7686	12		
	TOTAL ZONE 5 TO FINAL PRICE					

Zone 6: Gardens back of car hire, including main car entrance to MSP						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	270	12		
1.2	Weed control	m ²	270	2		
1.3	Fertilizer to ornamental lawn areas	m ²	270	2		
1.4	Watering	m ²	1	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation and weeding	m ²	2182	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	1	12		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	2182	12		
4 PAVING						
4.1	Weed control and Sweeping	m ²	2689	12		
TOTAL ZONE 6 TO FINAL PRICE						

Zone 7: Main Lawn area south of Multi Storey Parking (MSP) entrance (Johnie Walker)						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	10047	12		
1.2	Weed control	m ²	10047	2		
1.3	Fertilizer to ornamental lawn areas	m ²	10047	2		
1.4	Watering	m ²	10047	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation and weeding	m ²	1923	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	1923	12		
2.5	Bark Mulch at 5cm thick	m ³	5	1		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	1923	12		
4 PAVING AND ROAD VERGE						
4.1	Weed control and Sweeping	m ²	1302	12		
TOTAL ZONE 7 TO FINAL PRICE						

Zone 8: Car Hire Parking including south up to road						
Item	Description	Units	Quantity	Frequen cy	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	10897	12		
1.2	Weed control	m ²	10897	2		
1.4	Watering	m ²	10897	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation and weeding	m ²	1221	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	1221	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	1221	12		
4	PAVING					
4.1	Weed control and Sweeping	m ²	22393	12		
5	GENERAL					
5.1	Fence line maintenance	m ²	398	12		
	TOTAL ZONE 8 TO FINAL PRICE					

Zone 9: Bus Staging Area (Taxi Rank)						
Item	Description	Units	Quantity	Frequenc y	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	23109	12		
1.2	Weed control	m ²	23109	2		
1.4	Watering	m ²	23109	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation/weeding	m ²	4167	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	4167	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	4167	12		
4	PAVING AND ROAD VERGE					
4.1	Weed control and Sweeping	m ²	2503	12		
	TOTAL ZONE 9 TO FINAL PRICE					

Zone 10: Staff Car Parking - including main rd (mvoti rd), south gate changerooms up to fence line and sasol garage						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1 LAWN/GRASS						
1.1	Mowing	m ²	10549	12		
1.2	Weed control	m ²	10549	2		
1.3	Fertilizer to ornamental lawn areas	m ²	5486	2		
1.4	Watering	m ²	10549	12		
2 SHRUBS AND GROUNDCOVERS						
2.1	Cultivation/weeding	m ²	6027	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	6027	12		
2.5	Bark Mulch at 5cm thick	m ³	2	1		
3 PEST CONTROL						
3.1	Including spraying and chemicals (when required)	m ²	6027	12		
4 PAVING AND ROAD VERGE						
4.1	Weed control and Sweeping	m ²	16567	12		
5 GENERAL						
5.1	Wind reading station, including a 1m wide firebreak	m ²	69	12		
TOTAL ZONE 10 TO FINAL PRICE						

Zone 11: Road leading inside the basement and exiting the basement to boom gate exit						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	9559	12		
1.2	Weed control	m ²	9559	2		
1.4	Watering	m ²	9559	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation/weeding	m ²	252	12		
2.2	Pruning	sum	1	12		
2.4	Watering	m ²	252	12		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	252	12		
4	GENERAL					
4.1	Fence line	m ²	737	12		
4.2	Weed spraying on Loffelstein wall	m ²	2352	12		
	TOTAL ZONE 11 TO FINAL PRICE					

Zone 12: Sports Grounds						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Maintenance of the soccer sports field	m ²	8817	12		
1.2	Mowing (grass areas)	m ²	27532	12		
1.3	Weed control on the sports field and grass area	m ²	36349	2		
1.4	Fertilizer to sports field		8817	2		
1.5	Hand watering of sports field	m ²	8817	12		
2	SHRUBS AND GROUNDCOVERS					
2.1	Cultivation/weeding (tree beds)	m ²	4	12		
3	HARD LANDSCAPING					
3.1	Sweeping and weed spraying at tennis and netball courts	m ²	1850	12		
4	GENERAL					
4.1	Soccer field line markings	sum	1	12		
4.2	Fence line	m ²	792	12		
	TOTAL ZONE 12 TO FINAL PRICE					

Zone 13: Cargo Road						
Item	Description	Units	Quantity	Frequency	Rate (per unit)	Total (yearly) (Quantity x rate x frequency)
1	LAWN/GRASS					
1.1	Mowing	m ²	9285	12		
1.2	Weed control	m ²	9285	2		
2	SHRUBS AND GROWDCOVERS					
2.1	Cultivation/weeding	m ²	619	12		
2.2	Pruning	sum	1	12		
2.4	Bark Mulch at 5cm thick	m ³	12	1		
3	PEST CONTROL					
3.1	Including spraying and chemicals (when required)	m ²	619	12		
4	PAVING					
4.1	Weed control and Sweeping	m ²	185	12		
	TOTAL ZONE 13 TO FINAL PRICE					

SECTION 5

OTHER ESSENTIAL RETURNABLE DOCUMENTS,

DECLARATIONS

AND

SCHEDULES

4.1 OTHER ESSENTIAL RETURNABLE DOCUMENTS, DECLARATIONS AND SCHEDULES

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

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

#	Other Essential Returnable Documents and Information (Copies of documentation that cannot be verified online, must be certified with an original stamp)	Main Bidder Yes / No	JV Partner Yes / No	Sub – Contractor Yes / No
1	ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS BID – REFER PAGE 5. <ul style="list-style-type: none"> • Form duly completed and signed by the authorised signatory as acceptance of the terms and conditions of this Bid in its entirety. 			
2	PROOF OF REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) <ul style="list-style-type: none"> • Bidder to provide Unique Number & PIN • The website for self-registration is www.csd.gov.za. 			
3	TAX CLEARANCE CERTIFICATE REQUIREMENTS <ul style="list-style-type: none"> • Bidders are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS. • This authorisation must include the bidder’s taxpayer’s tax reference number and a PIN issued by SARS. 			
4	SBD4: DECLARATION OF INTEREST FORM Form duly completed and signed			
5	SBD6.1: PREFERENCE POINTS CLAIM FORMS <ul style="list-style-type: none"> • Form duly completed and signed in terms of PPPFA and its regulations 			

#	Other Essential Returnable Documents and Information (Copies of documentation that cannot be verified online, must be certified with an original stamp)	Main Bidder Yes / No	JV Partner Yes / No	Sub – Contractor Yes / No
6	B-BBEE CERTIFICATE/SWORN AFFIDAVIT <ul style="list-style-type: none"> Provide sworn affidavit / s or B-BBEE certificate/s as prescribed by the B-BBEE Act. Submit certified copy or original 			
7	SBD8: Declaration of Bidder’s Past Supply Chain Practices: <ul style="list-style-type: none"> Form duly completed and signed 			
8	SBD9: Certificate of Independent Bid Determination: <ul style="list-style-type: none"> Form duly completed and signed 			
9	Declaration of Correctness of Bid <ul style="list-style-type: none"> Form duly completed and signed 			
10	Non-Disclosure Agreement <ul style="list-style-type: none"> Form duly completed and signed 			
11	Record of Addenda <ul style="list-style-type: none"> Issued to bidders before the bid closing date. To be completed only if ACSA issued addenda 			
12	Authority for Signatory <ul style="list-style-type: none"> Authority for Signatory Form duly completed and signed 			
13	Valid Proof of Registration of entity <ul style="list-style-type: none"> Certified CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document 			
14	Certified copies of South African Identity Documents or Valid Passports of Members / Directors / Owner / s (In a case of a sole proprietor or Partnership)			
15	Share Information <ul style="list-style-type: none"> Shareholders / Member / Partner information - Provide Certified copies (Copy with original stamp) of latest Share Certificate / s or Share breakdown. Share Issue Register 			
16	A partnership letter / Partnership agreement (In case of a Partnership)			
17	A Joint Venture Agreement in case of a Joint Venture			

#	Other Essential Returnable Documents and Information (Copies of documentation that cannot be verified online, must be certified with an original stamp)	Main Bidder Yes / No	JV Partner Yes / No	Sub – Contractor Yes / No
18	Insurance Commitment <ul style="list-style-type: none"> Complete and sign the Insurance Requirements Acknowledgement 			
19	Valid Letter of Good Standing in terms of COID Act* <ul style="list-style-type: none"> Provide either a Letter of Good Standing or, where applicable a letter of exemption, issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). (Copy with original stamp). <p>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.</p>			
20	Schedule of Tenderers recent Experience and References <p>Complete fully to comply with the relevant points as per functionality requirements</p>			
21	Key Personnel (Roles and Responsibilities) <ul style="list-style-type: none"> Details of proposed team for this works including relevant experience and qualifications. The team must be appropriately qualified. 			

NATIONAL TREASURY CSD REGISTRATION

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

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

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

Note: Please ensure the updated SARS requirements are satisfied.

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

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

Please submit Tax Compliance Status with Pin Expiry date

DECLARATION OF INTEREST

SBD4

1. Any legal **person⁰**, including persons employed by the **state¹**, 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? Yes No

2.7.1 If so, furnish the following particulars:

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

- Name of state institution at which you or the person :

connected to the bidder is employed

• Position occupied in the state institution :

• Any other particulars :

DECLARATION OF INTEREST

SBD4

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

Yes	No
-----	----

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

Yes	No
-----	----

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

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

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

Yes	No
-----	----

2.8.1 If so, furnish particulars:

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

Yes	No
-----	----

2.9.1 If so, furnish particulars

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Yes No

2.10.1 If so, furnish particulars

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? Yes No

2.11.1 If so, furnish particulars

DECLARATION OF INTEREST

SBD4

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

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

4. Declaration:

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

Bidder Name :

Name :

Position :

Signature :

Date :

Definition:

¹ **“State”** means:

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

² **“Shareholder”** means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

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

PPPFA CLAIM FORM

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

- 1.3 Points for this bid shall be awarded for:
- a. Price; and
 - b. B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice.
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√

Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....

DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? Yes No

4.4.1 If so, furnish particulars:

DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5. Certification

I, _____ the _____ undersigned _____ (name)

.....
certify that the information furnished on the Declaration Form is true and correct

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

Bidder Name :

Name :

Position :

Signature :

Date :

CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid ref: DIA6703/2021/RFP – Maintenance of Landside Gardens at KSIA for a period of Three (3) Years.

(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

I certify, on behalf of:

.....
..... that:

(Name of Bidding Company)

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

- d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid;
or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Bidder Name :

Name :

Position :

Signature :

Date :

Js914w 2

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

DECLARATION OF CORRECTNESS OF BID

Bidder Name	:	<input type="text"/>
Authorised Signatory Name	:	<input type="text"/>
Position	:	<input type="text"/>
Signature	:	<input type="text"/>
Date	:	<input type="text"/>

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

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into between:

1. Bidder Name :

Herein represented by :

Identity Number / Registration Number :

and

2. Bid Requestor : Airports Company South Africa

Herein represented by :

Identity Number / Registration Number : 1993/004149/30

1. THE PARTIES

1.1 The parties to this agreement are:

1.1.1 _____

1.1.2 Airports Company South Africa

2. INTERPRETATION

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

2.1.1 Words importing:

2.1.1.1 *Any one gender include the other two genders*

2.1.1.2 *The singular include the plural and vice versa*

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

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

2.2.1 Confidential Information:

2.2.1.1 *Any information or other data of whatsoever nature relating to Airports Company South Africa and the affiliated airports may disclose or provide to*
.....

..... pursuant to this agreement, whether written, graphical or oral, including but not limited to

- 2.2.1.1 Technical information, techniques, know-how, operating methods and procedures
.1
- 2.2.1.1 Cost and source of inputs, pricing and purchasing policies
.2
- 2.2.1.1 Computer data, programmes and information, price lists, customer lists (whether actual or potential)
.3
- 2.2.1.1 Products, drawings and plans
.4
- 2.2.1.1 Marketing information of whatsoever nature or kind;
.5
- 2.2.1.1 Financial information or whatsoever nature or kind
.6

NON-DISCLOSURE AGREEMENT

2.2.2 Parties:

2.2.2 .1 _____ and the Airports Company South Africa

- 2.3 A reference to a third party includes that party’s successors and permitted assigns
- 2.4 Any reference to an enactment is to that enactment, as amended, as at the date of signature hereof, and as amended or re-enacted from time to time
- 2.5 If any provision in a definition in this agreement is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the operative part of this agreement
- 2.6 When any period is prescribed in this agreement, that period shall be exclusively of the first day and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day

3 RECITALS

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

4 BASIS OF DISCLOSURE OF INFORMATION

4.1 _____ acknowledges that

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

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

5 UNDERTAKINGS

5.1 _____ undertakes

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

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

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

5.1.4 To conduct research in the utmost good faith

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

5.3 The above undertakings will not apply to any confidential information

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

NON-DISCLOSURE AGREEMENT

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

_____ or by the breach of

this _____ agreement _____ by

5.3.3 Which has lawfully become known by _____ of _____ on a non-confidential basis from a source (other than the other party) having the legal right to disclose the confidential information

6. ARBITRATION

6.1 Any dispute arising from or in connection with this agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa (“AFSA”) by an arbitrator or arbitrators appointed by AFSA, which arbitration shall be held in Durban

6.2 This clause 6 shall be severable from the remaining provisions of this agreement and shall continue to be of application, notwithstanding the cancellation or purported cancellation or termination of this agreement.

7 NOTICE

7.1 Any written notice in connection with this agreement may be addressed

7.1.1 In the case of:
Airports Company South Africa
P.O. Box 57701
King Shaka International Airport
4407
South Africa

7.1.2 In the case of

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

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

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

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

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

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

7.6.2 In the case of

NON-DISCLOSURE AGREEMENT

8. GENERAL

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

9. ACCEPTANCE

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

Signed at :

On date :

Service Provider :

Witnesses 1 :

Witnesses 2 :

Signed at :

On date :

Employer : Airports Company South Africa

Witnesses 1 :

Witnesses 2 :

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

#	Date	Title or Details

Bidder Name :

Authorised Signatory Name :

Position :

Signature :

Date :

AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS / NECESSARY AUTHORITY

By resolution passed by the Board of Directors / necessary authority on :

Mr / Mrs / Ms :

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

Name of Company :

In his / her capacity as :

Signed on behalf of the Company :

Signature :

Witness :

Date :

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned :

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

Name of Company :

Signature :

Witness :

Date :

AUTHORITY FOR SIGNATORY

C. PARTNERSHIP

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

Full Name Of Partner	Residential Address	Signature

We, the partners in the business trading as

:

hereby authorise

:

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

Signature

:

Date

:

Signature

:

Date

:

Signature

:

Date

:

AUTHORITY FOR SIGNATORY

D. CLOSE CORPORATION

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

By resolution of members at a meeting
held on :

Mr / Mrs /
Ms :

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

Name of Close Corporation :

In his / her capacity as :

Signed on behalf of
Company :

Signature :

Witness :

Date :

AUTHORITY FOR SIGNATORY

E. CO-OPERATIVE

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

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

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

Name of Co-Operative :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

AUTHORITY FOR SIGNATORY

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr / Mrs / Ms :

Mr / Mrs / Ms :

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

Name of Joint Venture :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

AUTHORITY FOR SIGNATORY

G. CONSORTIUM

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

Authority to sign on behalf of the Consortium:

By resolution of Consortium partners at a meeting :
held on

Mr / Mrs / :
Ms

Mr / Mrs / :
Ms

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

Name of Consortium :

In his / her capacity as :

Signed on behalf of the Co- :
Operative

Signature :

Witness :

Date :

Schedule of Tenderers recent Experience and References

THE TABLES BELOW MUST BE COMPLETED FULLY TO COMPLY FOR THE RELEVANT POINTS AS PER FUNCTIONALITY REQUIREMENTS Noted ABOVE

Provide reference letters / certificates of completion as indicated below

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

CV's OF KEY PERSONNEL

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria

Compulsory detailed CV's are required for the following:

- Herbicide Applicator,
- Irrigation Specialist
- Site Manager,
- Health and Safety Officer, as contemplated in the OHS Act and 2014 Regulations

Provide CVs and certified copies (copy with original stamp) of their relevant qualifications etc

#	Name	Position	Provide CV and Other Supporting Document's	Area of Specialisation	Number of Years Relevant Experience	Qualification / Training / Trade Test Proof

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:

Maintenance of Landside Gardens for a period of Three (3) Years at King Shaka International Airport.

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

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

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

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

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

Bidder / Entity's Name :

Represented By :

Capacity :

Signature :

Date :

FORM OF OFFER AND ACCEPTANCE

For the Bidder:

(Insert name and address of organisation)

Bidder / Entity's Name :

Address :

Witness Name :

Signature :

Date :

B. ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other

documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

FORM OF OFFER AND ACCEPTANCE

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

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

Signature

:

Date

:

FORM OF OFFER AND ACCEPTANCE

C. SCHEDULE OF DEVIATIONS

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

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

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

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

1. Subject

:

Subcontracting

Details

:

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

2. Subject

:

Details

:

3. Subject

:

Details

:

4. Subject :

Details :

5. Subject :

Details :

FORM OF OFFER AND ACCEPTANCE

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

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

For the Bidder:

Bidder / Entity's Name :

Address :

Name :

Signature :

Date :

Witness Name

:

Signature

:

Date

:

FORM OF OFFER AND ACCEPTANCE

For the Airports Company South Africa

Name

:

Signature

:

Date

:

Witness Name

:

Signature

:

Date

:

SECTION 6: Bid Completion Check List and things to note very carefully.

Item #	Item Description	Completed	Signed	Supporting Documents Included
1	Bid Number, site meeting details, Bid closing date, Submission delivery details. Page 1			
2	Acceptance Of The Terms And Conditions Of This Bid – Refer Page 5			
3	Where to direct your queries page 6			
4	Compliance to Mandatory Criteria page 9			
5	Pricing schedule, Scope of work, Functionality Criteria from Page 11 and 19			
6	Insurance Requirements page 29			
7	Other essential documents page 31			
8	Proof Of Registration On National Treasury Central Supplier Database (CSD) Page 33			
9	Tax Clearance Certificate Requirements Page 34			
10	Declaration of Correctness of Bid 49			
11	PPPFA Claim Form page 39			
12	Declaration of Bidders Past Supply Chain page 43			
13	Declaration of Interest 35			
14	SBD9: Certificate of Independent Bid Determination page 46			
15	Non-Disclosure Agreement page 50			
16	Record of Addenda page 55			
17	Authority for Signatory page 57			
18	Form of Offer and Acceptance page 63			