



REQUEST FOR PROPOSAL (RFP)

CONTRACTOR APPOINTMENT FOR ALPHA APRON SPRINKLER PIPE REPLACEMENT AT KING SHAKA INTERNATIONAL AIRPORT

BID REFERENCE NUMBER	:	DIA6716/2021/RFP
ISSUE DATE	:	28 September 2021
CLOSING DATE AND TIME	:	29 October 2021 at 11 am
NON-COMPULSORY SITE MEETING	:	15 October 2021 at 10 am
NON-COMPULSORY MICROSOFT TEAMS BRIEFING SESSION MEETING	:	18 October 2021 10 am. Please join via link attached on the website, alternatively please send me your email address so that I can invite you into a meeting. Procurement3.KSIA@airport s.co.za

- REQUIREMENTS FOR THE NON-COMPULSORY SITE INSPECTION** :
1. Completed permit application forms (Available from ACSA Permit Office)
 2. Original Identity Document or Passport **not** driver's license
 3. Reflective jacket/vest.
 4. Closed shoes/Safety boots/shoes
 5. Park at the **Shaded parking area** in order to redeem a validated parking ticket
- Note:
Site meetings could last up to 5 hours
- QUERIES CLOSURE DATE** : 22 October 2021

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

QUERIES AND SUBMISSIONS FOR THE ATTENTION OF : JOHNSON MJI

BIDDER NAME

:

CONTACT PERSON

:

BIDDER DETAILS / STAMP

:

INTRODUCTION

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

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

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

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

TABLE OF CONTENTS

PART	DESCRIPTION	PAGE NO.
THE TENDER		4 – 100
Part T1	Tendering Procedures	4
T1.1	Tender Notice and Invitation to Tender	4-7
T1.2	Tender Data	7-11
Part T2	Returnable Documents	12 – 61
T2	List of Returnable Documents	12-14
	Returnable Forms	12-61
THE CONTRACT		62-100
Part C1	Agreement and Contract Data	62-68
C1.1	Form of Offer and Acceptance	62-68
C1.2	Contract Data	69
Part C2	Pricing Data	70-72
C2.1	Price Instruction	70
C2.2	Pricing Schedule / Bill of Quantities	72
Part C3	Service Information (Scope / Specifications)	74-87
C3	Scope of Works	74-87
Part C4	Appendices	99
	<i>Attached Separately</i>	
	Attachment 1 : Bid Document	
	Attachment 2 : Draft Contract(Please complete, sign and submit)	
	<i>Attachment 3: Environmental Terms and Conditions to commence work</i>	
	Attachment 4 : Mandatory Agreement (OHS, Permit Management)	

THE TENDER

PART T1 TENDERING PROCEDURE

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa invites bidders for:

CONTRACTOR APPOINTMENT FOR ALPHA APRON SPRINKLER PIPE REPLACEMENT AT KING SHAKA INTERNATIONAL AIRPORT

at King Shaka International Airport (KSIA)

It is estimated that tenderers should have a CIDB contractor grading of 3SF or higher or 3ME or higher or higher.

1.1 COLLECTION OF TENDER 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 tender must be reduced to writing via email, indicating the bid reference number to the official as listed below:

- Name : JOHNSON MJI
- Designation: Senior Buyer
- Telephone : 032 436 6567
- Email : procurement3.ksia@airports.co.za

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

1.3 SUBMISSION OF BID DOCUMENTS

1.3.1 The bid documents (1 Original and 1 **scanned Copy – which needs to be emailed to the following email address: procurement3.ksia@airports.co.za**) must be in printed format and sealed in a clearly marked envelope/package marked with Tenderer's name, Tender Reference Number and Tender Description and delivered to the following address:

- Airports Company SA SOC LTD
- King Shaka International Airport
- Ground Floor,
- Reception
- MSO Building

- Located in the Pickup Area
- Attention: JOHNSON MJJ

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

Bid must be submitted on or before 29 October 2021 11am - South African Time

1.4 LATE BIDS

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

1.5 CLARIFICATION AND COMMUNICATION

- 1.5.1 Request for clarity or information on the tender may only be requested until 22 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 BRIEFING SESSION AND SITE INSPECTION

- 1.6.1 There will be a non-compulsory site meeting at 10 am on 15 October 2021 and non-Compulsory Microsoft Teams Briefing session on 18 October 2021. The non-Compulsory site meeting will be held at Airports Company SA SOC LTD, King Shaka International Airport, MSO Building, Ground Floor, Reception, near the Pickup Zone. Please wait outside Reception near the Pickup Zone**
- 1.6.2 Bidders must park at the Shaded parking area in order for their parking tickets to be validated and parking costs waived. Failure to park at the Shaded parking area will result to parking costs being incurred.
- 1.6.3 In order to gain entry into the airside, full PPE is required (closed flat shoes/safety shoes/safety boots and reflective safety jacket/vest. An original ID document or passport must also be produced before a temporary permit can be issued.
- 1.6.4 Only one phone is permitted at the airside.
- 1.6.5 Entry to the airside is entirely at the tenderers risk. ACSA may not be held accountable for loss, damage or injury to the tenderer or the tenderer'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 tender document.
- 1.7.2 Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document.
- 1.7.3 Request for changes to the submitted proposals will not be allowed after the closing date of the tender.
- 1.7.4 All bid responses will be regarded as offers unless the bidder indicates otherwise.
- 1.7.5 No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder / joint venture / consortium participating in this bid.

1.8 DISCLAIMERS

Bidders must note and accept that ACSA may:

- a. Award the whole or a part of this tender;

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

1.9 VALIDITY PERIOD

- 1.9.1 ACSA requires a validity period of Eighty-Four working days (84 working days) for this tender from date of close of bid.
- 1.9.2 During the validity period the prices which have been quoted by the bidder must remain firm and valid. In exceptional circumstance, ACSA may request extension of the validity of offers.

1.10 HOT-LINE

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

Airports Company South Africa Tip-Offs Anonymous:

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

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

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

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 tender 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 tender process to a third party or any other bidder without any written approval from the bidder whose information is sought.
- 1.12.2 Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised.

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

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as Contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

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

TABLE 1: TENDER DATA

Clause #	TENDER DATA
F.1.1	Actions
F.1.1	<p>F.1.1.1 The employer is AIRPORTS COMPANY SOUTH AFRICA. The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.</p> <p>F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p>F.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.</p>
F.1.2	Tender Documents
F.1.2	<p>The Tender Documents issued by the Employer comprise the documents as listed on the Content Page.</p> <p>In Addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, standards and conditions of contract included, by reference, in this procurement document.</p> <ol style="list-style-type: none"> 1. The CIDB Standard for Uniformity in Construction Procurement (July 2015 Edition) 2. Other documents as referenced in this document
F.1.3	Interpretation
F.1.3	Refer to CIDB Standards for Uniformity Document
F.1.4	Communication and Employer's agent
F.1.4	Refer to T1.1 Tender Notice and Invitation to Tender.
F.1.5	Cancellation and Re-invitation of Tenders
F.1.5.2	Cancellation and/or Re-invitation of the tender will be published in the CIDB, ACSA and the National Treasury websites where the original tender invitation was advertised.

F.1.5.3	The Employer reserves the right not to appoint the lowest submitted price offer. The Employer reserves the right to award parts of the tender to different Tenderers, to make no award at all and to withdraw or cancel the tender at its discretion
F1.6	Procurement Procedures
F.1.6.1	ACSA's Procurement Policy and Procedures will be used in conjunction with its Transformation Policies and other applicable legislation.

Clause #	TENDER DATA
F.2.1	Eligibility
F.2.1	Refer to Table 2: Evaluation Process and Criteria (Section A) Only tenderers who satisfy the requirements stipulated in Section A of Table 2 will be eligible to submit the tenders and be evaluated further.
F2.2	Cost of Tendering
F.2.2.2	This tender is available at no charge to the tenderer. The employer has made available the tender documents on its website as well as on the National Treasury's websites so as not to incur any costs pertaining to the printing of the tender documents.
F.2.4	Confidentiality and Copyright of documents
F.2.4.1	Tenderers shall treat as confidential all matters arising in connection with this tender; and must use and copy the documents published by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation. Tenderers may not disclose any confidential information given to the tenderer as part of this tender process to any third party without the written approval from the employer. Tenderers must complete fully and sign the Non-disclosure Agreement which is applicable to all tenderers and is enclosed herein.
F.2.4.2	ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised.
F.2.7	Clarification Meeting
F.2.7.1	There shall be a non-compulsory virtual briefing meeting on the 18th of October 2021 , the details for which are stated in the Tender Notice and Invitation to Tender (T1.1) . The link will be made available when the document is published. <i>Alternatively</i> , send your email address to: Procurement3.KSIA@airports.co.za Tenderers must sign the attendance list in the name of the tendering entity and ensure that the form T2.1 (Certificate of Attendance at Non - Compulsory Clarification Meeting) is signed at the clarification meeting.
F2.7.2	There shall be a non-compulsory site inspection meeting and tender briefing on the 15th of October 2021 . Details are as stated in the Tender Notice and Invitation to Tender (T1.1) .
F.2.9	Insurance
F.2.9	Refer to Part T.2 item number 2.10 for the Insurance Requirements

F.2.11	Alterations to Documents
F.2.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer. All signatories to the tender offer shall initial all such alterations.
F.2.12	Alternative Tender Offers
	No alternative tender offers shall be considered.
F.2.13	Submitting a Tender Offer
F.2.13.2	Tenderers are advised to complete this document in Black/Blue Ink and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified. Only original priced tender documents will be considered. All corrections are to be countersigned. The Employer will not be liable for any costs incurred in the preparation of the tender.

Clause #	TENDER DATA												
F.2.13	Submitting a Tender Offer												
F.2.13.3	Submit the tender offer in printed format as an original plus one (1) copy as stated in the tender data, with an English translation of any documentation in a language other than English.												
F.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. The employer's details and address for delivery of tender offers are stated in Tender Notice and Invitation to Tender (T1.1)												
F.2.13.6	A two-envelope system is not applicable for this tender												
F.2.13.7	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Tender Number:</td> <td>DIA6716/2021/RFP</td> </tr> <tr> <td>Title of Tender:</td> <td>CONTRACTOR APPOINTMENT FOR ALPHA APRON SPRINKLER PIPE REPLACEMENT AT KING SHAKA INTERNATIONAL AIRPORT</td> </tr> <tr> <td>Closing Date:</td> <td>29 October 2021</td> </tr> <tr> <td>Closing Time:</td> <td>11 am</td> </tr> <tr> <td>Tenderer's Name:</td> <td></td> </tr> <tr> <td>Tenderer's Return Address:</td> <td></td> </tr> </table>	Tender Number:	DIA6716/2021/RFP	Title of Tender:	CONTRACTOR APPOINTMENT FOR ALPHA APRON SPRINKLER PIPE REPLACEMENT AT KING SHAKA INTERNATIONAL AIRPORT	Closing Date:	29 October 2021	Closing Time:	11 am	Tenderer's Name:		Tenderer's Return Address:	
Tender Number:	DIA6716/2021/RFP												
Title of Tender:	CONTRACTOR APPOINTMENT FOR ALPHA APRON SPRINKLER PIPE REPLACEMENT AT KING SHAKA INTERNATIONAL AIRPORT												
Closing Date:	29 October 2021												
Closing Time:	11 am												
Tenderer's Name:													
Tenderer's Return Address:													
F.2.13.9	Faxed tender submissions will not be considered. Tenders that are submitted via courier will be accepted.												

	The Employer will not be liable for any costs incurred in the preparation of the tender. The employer shall not be held liable for the tender that was submitted via courier after the closing date and time.
F.2.13.10	No liability for not specifically mentioning any normal contractual, Common Law or by-law requirements will be accepted by the Employer. The Tenderer warrants that it has familiarised itself with all of the applicable law and will comply therewith for the purposes of the tender and any agreement which may result therefrom.
F.2.16	Tender Offer Validity
F.2.16.1	Hold the tender offer(s) valid for acceptance by the employer for the validity period of Eighty-Four working days (84 working days) from closing date.
F.2.23	Certificates
F.2.23	Refer to the list as detailed in Table 2: Evaluation Process and Criteria
F.3.4	Opening of Tender Submissions
F.3.4	There will be no public opening of tender offers because of COVID19 Protocols

Clause #	TENDER DATA
F.3.8	Test for Responsiveness
F.3.8	Submit ALL documents listed as mandatory in Table 2 Section A. Failure to comply with the requirement stipulated in Table 2 Section A will result to disqualification
F.3.11	Evaluation of Bid Offers
F.3.11.3	<p>ACSA applies the four-stage process of evaluating tenders, namely Prequalification criteria, Mandatory evaluation, functionality then Price / BBEE component, using the preferential procurement mechanism of the 80 /20.</p> <p>Bids will only be accepted if:</p> <ol style="list-style-type: none"> The Bid complies with eligibility criteria as stated in tender document. In instances where any mandatory submission, in a form of Status or Certificates, expires after tender closing or during the evaluation process such tenderer may be requested to submit valid documentation within five (5) working days from the date of request, failing which, the tenderer will be deemed to be non-responsive. <p>Only Bidders who submit the information contained in items above, in the prescribed format will proceed to the next phase of evaluation (Functionality).</p> <p>Functionality:</p> <ol style="list-style-type: none"> All bid duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions. Bids with deviations from the requirements/conditions, will be eliminated from further consideration. Firstly, the assessment of functionality will be done in terms of the evaluation criteria and minimum threshold. A tender will be disqualified if it fails to meet the minimum threshold for functionality. Thereafter, only the qualifying bids will be evaluated in terms of the 80 / 20 preference mechanism, where 80 points will be used for price and 20 points are allocable to Broad-

Based Black Economic Empowerment, in line with the grading per the B-BBEE Act in place at the time of the advertisement.

Elimination of Proposals on Grounds of Functionality:

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

The functional / technical evaluation will be based on a threshold, where bidders which fail to achieve the **minimum Points per criteria AND the minimum of 65 points out of 100 on the overall** functional / technical stage will not be considered for further evaluation.

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

Adjudication Using Point System:

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

Bidder must complete and sign PPPFA CLAIM FORM and attach supporting B-BBEE information

**PART T2
RETURNABLE DOCUMENTS**

T2 LIST OF RETURNABLE DOCUMENTS

NOTE:

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

PREQUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT (N/A)

Prequalification is Non-Applicable for this Tender.

Item	Description	Details	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
SECTION A: Documents required for Mandatory Evaluation Criteria					
T2.1	Valid Letter of Good Standing	Letter of Good standing with workman’s compensation commissioner (COIDA)			
T2.2	Valid CIDB Grading	It is estimated that tenderers should have a CIDB contractor grading of 3SF or higher <u>or</u> 3ME or higher			
C1.1	Form of Offer and Acceptance	Completion and Signing of the Form of Offer and Acceptance. The Form of Offer and Acceptance must be fully completed (Signed, witnessed, figures completed in numbers and words, inclusive of VAT).			
SECTION B: Other Essential Documents Relating to the Bidding Entity					
T2.4	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. 			
T2.5	SBD4:	Form duly completed and signed			

Item	Description	Details	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
	Declaration of Interest				
T2.6	SBD8: Declaration of Tenderer's Past Supply Chain Management Practices	Form duly completed and signed			
T2.7	SBD9: Certificate of Independent Bid Determination	Form duly completed and signed			
T2.8	Authority for Signatory	Form duly completed and signed			
T2.9	Proof of Registration of entity	<ul style="list-style-type: none"> • Certified CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document • AND Identity documents of all Shareholders, Directors, Members, Trustees or Partners 			
T2.10	Valid Letter of Good Standing in terms of COID Act*	<ul style="list-style-type: none"> • Copy of a letter of Good Standing issued by the Department of Labour (DOL), in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). • Must be valid at the time of close of bid and a valid certificate must be produced at the time of award if the certificate expires between close of bid and award. 			
T2.11	Shareholders / Members / Partners Information	Provide Share Certificate / s or Share breakdown.			
T2.12	Record of Addenda to Bid Documents	Acknowledgement of receipt of addenda			
T2.13	Declaration of Correctness of Bid	Form duly completed and signed			
T2.14	Non-Disclosure Agreement	Form duly completed and signed			
T2.15	Proof of Insurance	<ul style="list-style-type: none"> • Please comply with Bidder Acknowledgement on page 90 of 99 			
Bottom of each page	Acceptance of the terms and conditions of this RFB / RFP	Duly authorised representative to initial the bottom of each page of the Bid document as acceptance of the terms and conditions.			
SECTION Documents Required for Evaluation of FUNCTIONALITY (a detailed Functionality Table follows hereafter)					
T2.16	Qualifications				
	Please provide: Certified Proof of Qualification				
	Technician/Artisan	N4 or higher and SAQA accredited Trade test in Fitting			
		SAQA accredited Trade test in Fitting			

Item	Description	Details	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
	Technical Assistants x 2	N3 Mechanical Certificate			
		N2 Mechanical Certificate			
T2.17	Experience Required for Key Personnel Please provide: Comprehensive CVs for each member of the team to demonstrate technical skills and projects worked on. Please ensure that the correct supporting CV is included in the submission				
	Technician/Artisan	4 or more years' experience in maintenance of valves, electrical and diesel engine driven pumps OR fire sprinkler system installations			
		2-3 Years' experience in maintenance of valves, electrical and diesel engine driven pumps OR fire sprinkler system installations			
	Technical Assistants	More than 3 years' experience in installation of mechanical systems OR maintenance of Fire Sprinkler Systems			
		2- 3 years' experience in installation of mechanical systems or maintenance of sprinkler systems			
SECTION D: Documents Required for Evaluation of Price and B- BBEE					
C2.2	SBD3: Priced Bill of Quantities	Completed Priced Bills of Quantities including Final Summary			
C2.3	Separate Detailed Breakdown of costs	Attach a separate detailed breakdown of costs to support the price schedules.			
T2.2.1	SBD6.1 Preference Points claim Forms	Form duly completed and signed in terms of PPPFA and its regulations			
T2.2.2	B-BBEE Status Information	Provide sworn affidavit / s or B-BBEE certificate/s as prescribed by the B-BBEE Act.			

T2.1 CERTIFICATE OF ATTENDANCE AT NON- COMPULSORY SITE MEETING AND CLARIFICATION MEETING

Non - Compulsory Briefing Meeting(18/10/2021) and Site Inspection (**15/10/2021**)will be held at the King Shaka International Airport, Airports Company SA SOC LTD, MSO Building, Reception, Ground Floor near Pick Up Zone.

This is to certify that the following person attended the non-compulsory site meeting and briefing meeting held on the 15 October 2021 at 10am at the above address.

Full Name and Surname

:

Company / Bidding Entity

:

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

:

JOHNSON MJI

**ACSA Confirming -
Briefing Attendance**

:

Company Stamp

*Representative
Signature*

**ACSA Confirming -
Site Inspection Attendance**

:

Company Stamp

*Representative
Signature*

T2.2 SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

NO	SUB-CONTRACTOR	TRADE TO BE SUBCONTRACTED	% OF WORKS OR SERVICES TO BE SUBCONTRACTED	AMOUNT OF WORK OR SERVICE TO BE SUBCONTRACTED	BBBEE LEVEL	CIDB GRADE	% BLACK AND WOMAN OWNERSHIP	CONTACT PERSON CONTACT DETAILS
e.g.	ABC Contractors	Building Works	20%	R280 000	Level 1	CIDB grade 1	Black – 100% Women – 80%	Mr C Dee 031 123 4567 c.dee@abccontractors.com
1								
2								
3								

Please state NOT APPLICABLE if there will be no subcontractors.

T2.2.1 PPPFA CLAIM FORM

SBD 6.1

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

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

NB: Before completing this form, Bidders must study the General Conditions, Definitions and Directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

1. GENERAL CONDITIONS

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

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

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

T2.2.1 PPPFA CLAIM FORM**SBD 6.1**

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.15 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.16 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.17 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.18 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.19 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

T2.2.1 PPPFA CLAIM FORM

SBD 6.1

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

T2.2.1 PPPFA CLAIM FORM

SBD 6.1

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? :

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

(iv) whether the sub-contractor is an EME? Attach sworn affidavit :

T2.2.1 PPPFA CLAIM FORM

SBD 6.1

9. DECLARATION WITH REGARD TO COMPANY / FIRM

9.1 Name of Company / Firm :

9.2 VAT Registration Number :

9.3 Company Registration Number :

- 9.4 Type of Company/ Firm:
- Partnership /Joint Venture / Consortium
 - One person business / sole propriety
 - Close Corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 Describe Principal Business Activities:

- 9.6 Company Classification:
- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

9.8 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company / firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company / firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

Initial

T2.2.1 PPPFA CLAIM FORM

SBD 6.1

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

Witnesses:

1.		<i>Signature / s of Bidder / s</i>
2.		

Date : _____

Address : _____

T2.2.2. B-BBEE INFORMATION

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

	B-BBEE Level	Certification Included √ / X
1 Main Bidder/s	:	
2 JV Partner/s	:	
3 Sub-Contractor/s	:	

T2.3 CIDB GRADING CERTIFICATE

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

	CIDB Grading	Certification Included √ / X
1 Main Bidder/s	:	
2 JV Partner/s	:	
3 Sub-Contractor/s	:	

T2.4 **X** **INDUSTRY REGISTRATION BOARD (ABREVIATION) REGISTRATION**

Attach Proof Here for Company NOT APPLICABLE

T2.5 X INDUSTRY REGISTRATION BOARD (ABREVIATION) REGISTRATION

Attach Proof Here for staff NOT APPLICABLE

T2.6 T2.6 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
2. Tax Clearance certificates Pin Code/s

Note: Please ensure the updated SARS requirements are satisfied.

T2.8 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, Shareholder ² , Shareholder)	:	
2.4	Company Registration Number	:	

2.5 Tax Reference Number :

2.6 VAT Registration Number :

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

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

2.7.1 If so, furnish the following particulars:

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

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

• Position occupied in the state institution :

• Any other particulars :

T2.8 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

[Empty text box for providing 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

[Empty text box for providing 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

[Empty text box for providing particulars]

T2.8 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.*

T2.9 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES SBD8

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

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

4.4 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:

[Empty text box for providing particulars]

T2.9 DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES SBD8

5. Certification

I, _____ the _____ undersigned _____ (name)

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

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

Bidder Name : [Empty text box]

Name : [Empty text box]

Position : [Empty text box]

Signature : [Empty text box]

Date : [Empty text box]

T2.10 CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION SBD9

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

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

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

**T2.10 CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION
SBD9**

I, the undersigned, in submitting the accompanying bid:

.....
.....

(Bid Number and Description)

in response to the invitation for the bid made by:

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

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

I certify, on behalf of:

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

(Name of Bidding Company)

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

or

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

T2.10 CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD9

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

Bidder Name :

Name :

Position :

Signature :

Date :

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

T2.11 AUTHORITY FOR SIGNATORY

SBD12

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the board of Directors on :

Mr / Mrs / Ms :

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

Name of Company :

In his / her capacity as :

Signed on behalf of the Company :

Signature :

Witness :

Date :

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned :

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

Name of Company :

Signature :

Witness

:

Date

:

T2.11 AUTHORITY FOR SIGNATORY

SBD12

C. PARTNERSHIP

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

Full Name Of Partner	Residential Address	Signature

We, the partners in the business trading as :

hereby authorise :

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

Signature :

Date :

Signature :

Date :

Signature :

Date :

T2.11 AUTHORITY FOR SIGNATORY

SBD12

D. CLOSE CORPORATION

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

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

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

Name of Close Corporation :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Witness :

Date :

T2.11 AUTHORITY FOR SIGNATORY

SBD12

E. CO-OPERATIVE

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

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

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

Name of Co-Operative :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

T2.11 AUTHORITY FOR SIGNATORY

SBD12

F. JOINT VENTURES

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

Authority to sign on behalf of the Joint Venture:

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

Mr / Mrs / Ms :

Mr / Mrs / Ms :

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

Name of Joint Venture :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature

:

Date

:

T2.11 AUTHORITY FOR SIGNATORY

SBD12

G. CONSORTIUM

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

Authority to sign on behalf of the Consortium:

By resolution of Consortium partners at a meeting held on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

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

Name of Consortium :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

T2.12 VALID PROOF OF REGISTRATION OF ENTITY

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

T2.13 VALID LETTER OF GOOD STANDING IN TERMS OF COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES (COID) ACT

Letters of good standing to be inserted here

T2.14 SHAREHOLDER / MEMBER / PARTNER INFORMATION

Share Certificate or Share breakdown to be inserted here

Initial

T2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

#	Date	Title or Details

Bidder Name :

Authorised Signatory Name :

Position :

Signature :

Date :

T2.16 DECLARATION OF CORRECTNESS OF BID

Bidder Name :

Authorised Signatory Name :

Position :

Signature :

Date :

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

T2.17 NON-DISCLOSURE AGREEMENT

ANNEXURE F: NON DISCLOSURE AGREEMENT

Entered into between

Herein represented by

(Identity Number / Registration Number)

and

Airports Company South Africa

Herein represented by _____

(Registration Number)

1 THE PARTIES

- 1.1 The parties to this agreement are:
- 1.1.1 _____, and
- 1.1.2 AIRPORTS COMPANY SOUTH AFRICA

2 INTERPRETATION

- 2.1 In this agreement, unless inconsistent with or otherwise indicated by the context –
 - 2.1.1 Words importing –
 - 2.1.1.1 *Any one gender include the other two genders;*
 - 2.1.1.2 *The singular include the plural and vice versa;*
 - 2.1.1.3 *Natural persons include created entities (corporate or unincorporated) and vice versa;*
- 2.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –
 - 2.2.1 “CONFIDENTIAL INFORMATION”
 - 2.2.1.1 *Any information or other data of whatsoever nature relating to Airports Company South Africa and the affiliated airports may disclose or provide to _____ pursuant to this agreement, whether written, graphical or oral, including but not limited to –*
 - 2.2.1.1.1 Technical information, techniques, know-how, operating methods and procedures;
 - 2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies;
 - 2.2.1.1.3 Computer data, programmes and information, price lists, customer lists (whether actual or potential);
 - 2.2.1.1.4 Products, drawings and plans;
 - 2.2.1.1.5 Marketing information of whatsoever nature or kind; and
 - 2.2.1.1.6 Financial information or whatsoever nature or kind
 - 2.2.2 “PARTIES”
 - 2.2.2.1 _____ and the Airports Company South Africa.
- 2.3 A reference to a third party includes that party’s successors and permitted assigns.
- 2.4 Any reference to an enactment is to that enactment, as amended, as at the date of signature hereof, and as amended or re-enacted from time to time.
- 2.5 If any provision in a definition in this agreement is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the operative part of this agreement.
- 2.6 When any period is prescribed in this agreement, that period shall be exclusively of the first day and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day.

3 RECITALS

- 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

Initial

- 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; or
- 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 NOTICES

- 7.1 Any written notice in connection with this agreement may be addressed:
- 7.1.1 In the case of:
Airports Company South Africa

South Africa
- 7.1.2 In the case of: _____

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

Airports Company South Africa
South Africa

7.6.2 In the case of: _____

8 GENERAL

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

9 ACCEPTANCE

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

SIGNED at _____ on _____ 2015

Service Provider

AS WITNESSES:

- 1. _____
- 2. _____

SIGNED at _____ on _____ 2015

Airports Company South Africa

AS WITNESSES:

- 1. _____
- 2. _____

T2.18 PROOF OF INSURANCE

Comply with Insurance Acknowledgement as required

Initial

1. EVALUATION PROCESS

- 1.1. ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for Mandatory, Functionality / Technical, Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.
- 1.2. The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.
- 1.3. A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3	Stage 4
Prequalification Evaluation Criteria (N/A)	Compliance to Mandatory Administration Criteria	Evaluate on Functionality or Technical Aspects of Bid	Evaluate Price and B-BBEE

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

2. COMPLIANCE TO MANDATORY / ELIGIBLE CRITERIA

- 2.1. Failure to comply / satisfy all the mandatory requirements below will result in disqualification of the bid.
- 2.2. Proof must be provided.

TABLE 1:

#	Mandatory Returnable Information and Documents (All Copies Must Be Certified With An Original Stamp)	Main Bidder Yes / No	JV Partner Yes / No	Sub - Contractor Yes / No
1	Bidder must submit a valid letter of good standing. <ul style="list-style-type: none"> • Letter of Good standing with workman's compensation commissioner COIDA 			
2	CIDB Grading <ul style="list-style-type: none"> • It is estimated that tenderers should have a CIDB contractor grading of 3 SF or higher or 3ME or higher 			
3	Form of Offer and Acceptance <ul style="list-style-type: none"> • Completion and Signing of the Form of Offer and Acceptance. Form fully completed, signed and witnessed. Amounts in numbers and figures. Amounts to be VAT inclusive 			

EVALUATION OF FUNCTIONALITY / TECHNICAL CRITERIA

- 1.1 The functionality / technical evaluation will be conducted by the Tender Preparation and Evaluation Committee (TPEC), which comprises of various skilled and experienced members from diverse professional disciplines.
- 1.2 Only bidders who qualify in Stage 1 and 2 evaluation will be evaluated in Stage 3.
- 1.3 The criteria are as follows:
 - 1.3.1 Threshold:
 - 1.3.1.1 The functional / technical evaluation will be based on a threshold, where bidders which fail to achieve the Threshold Points per criterion **AND** the minimum of 65 points on the functional / technical stage will not be considered for further evaluation.

TABLE 2:

- 1) **Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below.** An overall minimum threshold of **65 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

Role	Qualification	Score
Technician/Artisan Please provide: Certified Proof of Qualification	N4 or higher and SAQA accredited Trade test in Fitting	20
	SAQA accredited Trade test in Fitting	10
	Not Relevant	0
Maximum Score		20
Minimum Score		10

NB: All minimum threshold per criterion must be met to be evaluated further.

Role	Qualification	Score
Technical Assistants x 2 Please provide: Certified Proof of Qualification	N3 or higher Mechanical Engineering Certificate	15
	N2 Mechanical Engineering Certificate	10
	Qualification not relevant	0
Maximum Score		15
Minimum Score		10

NB: All minimum threshold per criterion must be met to be evaluated further.

Role	Experience	Score
Technician/Artisan Please provide: Comprehensive CVs for each member of the team to demonstrate technical skills and projects worked on (relating to the advert). Please ensure that the correct supporting CV is included in the submission.	4 or more years' experience in maintenance of valves, electrical and diesel engine driven pumps OR fire sprinkler system installations	20
	2-3 Years' experience in maintenance of valves, electrical and diesel engine driven pumps OR fire sprinkler system installations	15
	Less than two years' experience in fire sprinkler systems installation	0
Maximum Score		20
Minimum Score		15

NB: All minimum threshold per criterion must be met to be evaluated further

Role	Experience	Score
Please provide: Comprehensive CVs for each member of the team to demonstrate technical skills and projects worked on. Please ensure that the correct supporting CV is included in the submission.	More than 3 years' experience in installation of mechanical systems OR maintenance of Fire Sprinkler Systems	15
	2- 3 years' experience in installation of mechanical systems or maintenance of sprinkler systems	10
	Less than two years' experience in installation of mechanical system	0
Maximum Score		15
Minimum Score		10

NB: All minimum threshold per criterion must be met to be evaluated further.

Company Experience

Criteria	Sub-Criteria	Score
Bidder must provide a minimum of one (1) relevant trade reference letter for Installation of fire sprinkler systems	Relevant Work	
	Provide two or more positive response (proof of successful completion; Previous Employers recommending contractor, in writing, for other projects)	30
	Provide one positive response (proof of successful completion; Previous Employers recommending contractor, in writing, for other projects)	20
	Negative Response	0
Maximum Score		30
Minimum Score		20
TOTAL MAXIMUM SCORE		100
TOTAL MINIMUM SCORE		65

NB: All minimum threshold per criterion must be met to be evaluated further.

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

TABLE 3: Relevant Company / Entity Experience and References

a. 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 Compnay Contact Person: Chairperson: J Soap Contact Number: 031 999 9999 Email Address: JSoap@ComplexABC.com
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

THE CONTRACT

Refer to the attached contract

**PART C1
AGREEMENT AND CONTRACT DATA**

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

CONTRACTOR APPOINTMENT FOR ALPHA APRON SPRINKLER PIPE REPLACEMENT AT KING SHAKA INTERNATIONAL AIRPORT

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

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the 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.

Initial

Bidder / Entity's Name :

Represented By :

Capacity :

Signature :

Date :

C1.1 FORM OF OFFER AND ACCEPTANCE

For the Bidder:

(Insert name and address of organisation)

Bidder / Entity's Name :

Address :

Witness Name :

Signature :

Date :

B. ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

Initial

C1.1 FORM OF OFFER AND ACCEPTANCE

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

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 :

C1.1 FORM OF OFFER AND ACCEPTANCE

C. SCHEDULE OF DEVIATIONS

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

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

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

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

1. Subject : Subcontracting

Details : 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 :

C1.1 FORM OF OFFER AND ACCEPTANCE

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

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

For the Bidder:

Bidder / Entity's Name :

Address :

Name :

Signature :

Date :

Witness Name :

Signature :

Date :

C1.1 FORM OF OFFER AND ACCEPTANCE

For the Airports Company South Africa

Name :

Signature :

Date :

Witness Name :

Signature :

Date :

C1.2 CONTRACT DATA

PART 1: C1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

ACSA's Service Agreement will apply – Refer to sample attached.

PART C2 PRICING DATA

C2.1 PRICE INSTRUCTION

1. PRICE AND B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 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 exist, justifying an award to another bidder or ACSA splits the award or cancels the bid, *etcetera*. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

2. PRICING INSTRUCTIONS:

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

C2.2 PRICING SCHEDULES / BILL OF QUANTITIES**SBD3****1. Pricing Schedule 1:****PART C2: PRICING DATA****Pricing Schedule 1**

Items	Price
Safety File	R5000
Induction and Permits	R10 000
Total	R15 000

Pricing Schedule 2

Parts	Unit	Qty	Rate	Total Cost
Straight pipe 77.09mm	m	42	R	R
Straight pipe 35.76mm	m	42	R	R
90° Elbows 77.09mm	each	13	R	R
90° Elbows 35.76mm	each	13	R	R
Pipe Hangers 35.76mm	each	14	R	R
Pipe Hangers 77.09mm	each	14	R	R
Clamp-on couplings with bolts and nuts 77.09mm	each	14	R	R
Clamp-on couplings with bolts and nuts 35.76mm	each	14	R	R
Upright Sprinkler Heads	each	13	R	R
Hose Reels & PVC Housings	each	13	R	R
ASIB Inspection and Certification of Compliance	SUM	SUM	R	R
Total Cost per bridge				R
Total Cost for 12 bridges				R

Note 1 : All piping and fittings to be galvanized and coated/painted with red paint as per ISO 14726.

Pricing Schedule 3

Labour (decommissioning of existing piping, installation, testing, commissioning)	Quantity	Rate	Total Price (R)
Technician	1	R	R
Technical Assistants	2	R	R
Total labour for 12 bridges			R

Note 1: Labour costs should include tools, transportation and accommodation. All labour rates should be based on night (afterhours: 21:30-04:00) rates

Note 2: The bidder will be responsible for the disposal of the old material. The bidder must provide ACSA with a scrap value after disposal of the pipes and sprinkler heads. A disposal certificate will be required from the bidder.

Pricing Schedule 4

Additional material	Quantity	Rate	Total Price (R)
Scaffolding/Cherry picker and barricades (bridge height = 3 : 4.5m slope)		R	R
Total		R	R

Summary	Price
Pricing Schedule 1	R
Pricing Schedule 2	R
Pricing schedule 3	R
Pricing Schedule 4	R
Total Excluding Vat	R
VAT at 15%	R
Total Including Vat	R

**C2.3 DETAILED BREAKDOWN OF COSTS TO SUPPORT THE PRICED BILL OF QUANTITIES
SBD3**

Detailed breakdown of cost to be inserted here.

**PART C3
SERVICE INFORMATION (SCOPE / SPESIFICATIONS)**

C3 SCOPE OF WORKS**C3.1 Employer's works information****1. Description of the works**

A fire sprinkler system is an active fire protection method consisting of a water supply system, providing adequate pressure and flowrate to a water distribution piping system onto which fire sprinklers are connected. The current sprinkler lines are made of carbon steel, these pipes have corroded in and outside which leads to pipe failures at different locations on the sprinkler system. During failures and repairs, these lines are isolated which poses a risk of an unavailability of protection through a fire suppression service of a fire sprinkler system for an isolated zone. The purpose of this business case is to replace the damaged and corroded sprinkler system with Galvanised steel at KSIA. Upon completion, the sprinkler system will be inspected and tested before recommissioning. This service will also assist in obtaining the ASIB certification of sprinkler line at KSIA.

Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa SOC Limited
KSIA	King Shaka International Airport
OHS	Occupational Health and Safety
IMC	Infrastructure Management Control

2. Contract ManagementManagement meetings¹

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

¹ The information in this section is required by the contract. Do not delete.

Health and safety risk management

The Service Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request. The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time. No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

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

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering,

leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

Environmental constraints and management

The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Programming

The contractor shall provide the project schedule to the Service Manager, detailing all key dates to the projects, i.e., forecast start, forecast finish etc.

The Contractor's Personnel

Minimum of one Technician and Two technical Assistant required to perform the works on site.

Provision of bonds and guarantees

Without limitation to the Employer's rights under the Contract, the *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor

Invoices shall be supplied on email as electronic copies to the Project manager. Payments to be made upon proven costs as per the bill of quantities.

Training workshops and technology transfer

N/A

3. Engineering and design of the works

Employer's design

N/A

Parts of the *works* which the *Contractor* is to design²

N/A

Procedure for submission and acceptance of *Contractor's* design

N/A

Use of *Contractor's* design

N/A

Equipment required to be included in the *works*³

² The information in this section is required by the contract. Do not delete.

³ The information in this section is required by the contract. Do not delete.

Contractor to advise upon commencements of works. Equipment required for the works to be used by the contractor

Procurement

The Contractor will respect OEM warranties to the Employer always when procuring spare parts, products, or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with the Employer. Whenever this is required, the Contractor shall come to a suitable arrangement with the Employer regarding sourcing and screening of such individuals.

Personnel:

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

1 x Technician/Artisan

2 x Technical Assistants

Subcontracting

No part of this Contract may be subcontracted unless with written approval from the Employer. the Employer shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it were done so by the Contractor.

Plant and Materials

Plant & Materials provided “free issue” by the *Employer*

The employer will provide storage and a cherry picker subject to availability

Tests and inspections before delivery⁴

On completion of installation, notwithstanding the requirements of SANS 10287, the fire sprinkler installation shall conform with requirements of the latest edition of ASIB rule book.

Marking Plant and Materials outside the Working Areas⁵

Barricading controls shall be implemented and authorised as part of the safe work system to protect persons from hazards such as:

- being struck by falling objects;
- fall from height, including falling into open excavations, penetrations, and falls from unprotected edges such as removed flooring, walkways, stairs and / or hand railings.
- unauthorised entry into a confined space or work area; and
- any potentially hazardous work processes, for example, hot works, scaffolding, radiation work and work involving asbestos.

Barricading controls shall also be implemented and authorised as part of the incident management and emergency response procedures.

It shall be ensured that safety signs are erected to warn workers of specific hazards and to communicate necessary precautionary measures and emergency actions.

Contractor’s Equipment (including temporary works)

Erecting of scaffolding will be required for the works. The bridge height is 3 : 4.5 m slope.

4. Construction

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer’s business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Communicating with current service provider in order to reduce risk to passenger loading bridges
- Providing access to other contractors
- Removing scrap from site
- Recommending improvements on maintenance procedures
- Safe / legal disposal of used and irreparable spares

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Employer’s Site entry and security control, permits, and Site regulations

The Contractor shall not be compensated for costs relating to the Employer’s required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The Contractor must ensure that he/she is, always, familiar with the Employer’s safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against the Employer if a permit request is refused.

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

Equipment provided by the Employer

The employer will provide temporary storage of material.

Site services and facilities provided by the Employer⁶

Initial

Employer will provide power, water, waste disposal, ablutions, fire protection, lighting etc, as required by core clause 25.2

Facilities provided by the Contractor

All piping and other material specified in the bill of quantities, consumables and tools required to execute the project

Site conditions and requirements

The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Construction requirements

All piping installation for each bridge must be completed and tested prior to proceeding to the next bridge in the sequence.

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date⁷

All work is to be done by the Contractor shall be completed by the Completion Date as per the program of activities as agreed by the Contractor and Project Manager.

The Project Manager cannot certify Completion until all the work has been completed and is also free of Defects which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

⁷ The information in this section is required by the contract. Do not delete.

Use of the *works* before Completion has been certified⁸

N/A

Materials facilities and samples for tests and inspections

N/A

Commissioning

To be conducted after installation and testing of each bridge.

Start-up procedures required to put the *works* into operation

Isolation and start-up to be performed by the *Employer*.

Take over procedures

Final handover from the *Contractor* to the *Project Manager* to be done once all the *works* have been completed and agreed upon.

Access given by the *Employer* for correction of Defects⁹

Permits will be arranged by the *Employer* for defects that need to be resolved by the *Contractor*.

Performance tests after Completion

Testing for leaks will be required at full operating pressure.

Operational maintenance after Completion

N/A

5. Plant and Materials standards and workmanship

N/A

Building works

N/A

Civil engineering and structural works

N/A

Electrical & mechanical engineering works

Refer to detailed scope of works

Process control and IT works

N/A

⁸ The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

C3.2 Contractor's Works Information

1. SCOPE OF WORK

1.1. Description of the Work / Services:

CONTRACTOR'S WORKS INFORMATION

The current fire sprinkler lines will be replaced with Galvanised steel. The zinc coating should be applied to steel surfaces by Hot Dip Galvanizing. All piping and fittings to be coated/painted with red paint as per ISO 14726. The following are the details of the sprinkler system, however all the measurements and parameters must be verified and confirmed on successful bidder. The bidder will be responsible for the following:

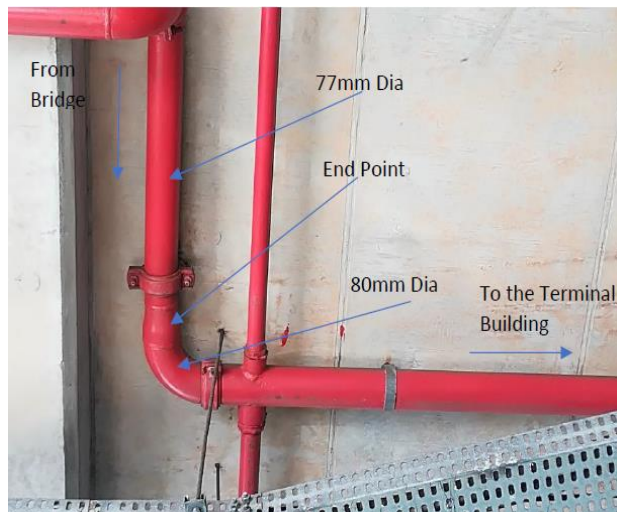
1. Removal/dismantling of existing fire sprinkler lines according to a dismantling plan approved by the *Employer*.
2. Supply and install the sprinkler system in accordance to SANS 10287 (quantities listed below are per bridge):
 - Hose Reels and Housing (x 13)
 - Straight pipes (Dia: 77.09mm & L:42m)
 - Straight pipes (Dia: 35.76mm & L:42m)
 - Straight pipes (Dia 34.50mm & L: 2.5m)
 - 90° Elbows (Dia: 77.09mm x 15)
 - 90° Elbows (Dia: 35.76mm x 15)
 - 90° Elbows (Dia: 34.50mm x 8)
 - Clamp-on couplings with bolts and nuts (Dia: 77.09mm x 14)
 - Clamp-on couplings with bolts and nuts (Dia: 35.76mm x 14)
 - Clamp-on couplings with bolts and nuts (Dia: 34.50mm x 8)
 - Pipe Hangers (Dia: 77.09mm x 14)
 - Pipe Hangers (Dia: 35.76mm x 14)
 - Upright Sprinkler Heads (x 13)

(NB: Dia - Outside Diameter (OD) taken based on current condition)
3. Clearing of site. The bidder must provide a value for disposal of the pipes and sprinkler heads. The bidder will be responsible for the disposal of the old material. A disposal certificate will be required from the bidder
4. Pipe Pressure testing for leaks
5. Inspection from ASIB Inspector after installation and provide inspection certificate approving installation and conformance



Sprinkler System Design and Operating conditions.

	Operating Pressure	Flow Rate	Design Pressure
Fire Hydrant	700kPa	1200L/min	910 kPa
Fire Hose Reel	300kPa	30L/min	390 kPa
Sprinkler Heads	1000kPa	3000L/min	1300 kPa



The following are locations where the work will be performed.

Bridge No.	Location
16	Alpha Apron
15	Alpha Apron
14	Alpha Apron
13	Alpha Apron
12	Alpha Apron
11	Alpha Apron
10	Alpha Apron
09	Alpha Apron
08	Alpha Apron
07	Alpha Apron
06	Alpha Apron
05	Alpha Apron

Commissioning deliverables:

On Completion the service provider to ensure compliance to **SANS 10287**.

The following are required schedules of conformance, not limited to. As per SANS 10287 that to be provided by the contractor.

Summarized schedule:

- The name of the project.
- The reference number and the issue number of each drawing and each document, together with its title and date of issue.
- The type(s) of installation and the nominal diameter(s) of the installation control valve(s).
- Regarding each installation control valve, the number and type of sprinklers it controls, and the size of the area that is protected.
- Regarding each installation control valve, the height of the highest sprinkler above each valve.
- A reference (such as a number) for each installation control valve.
- In the event of there being any deviation(s) from this standard, details of the deviation(s), including reasons for the deviation(s); and
- A list of the water fittings and components deemed suitable for sprinkler use and that are to be installed in the installation, with each fitting and component identified by the manufacturer's name and model or reference number, where appropriate. The sprinkler type(s) and temperature rating(s).
- The location and type of installation control valve(s), alarm motor(s) and gong(s).

- The location and details of alarm switches (such as water, air, pressure, and electric alarm switches).
- The location and size of any tail-end air valve(s), subsidiary stop valve(s) and drain valve(s).
- In the case of alternate installations, the drainage slopes, and directions of the pipe work.
- The specification(s) for and location(s) of any orifice plate(s).
- A schedule that lists the number and type of sprinklers, sprayers, and drenchers together with detail of their area of protection; and
- A key to any symbols used that have not been explained in the drawings

In respect of each operating sprinkler:

- 1) the sprinkler node or reference number.
- 2) the flow through the sprinkler, in litres per minute.
- 3) the nominal k factor and
- 4) the inlet pressure to the sprinkler or sprinkler assembly, in kilopascals

In respect of each hydraulically significant pipe:

- 1) the pipe node or reference number.
- 2) the nominal pipe diameter, in millimetres.
- 3) the Hazen-Williams constant C
- 4) the flow through the pipe, in litres per minute.
- 5) the nominal fluid velocity, in metres per second.
- 6) the length of the pipe, in metres.
- 7) the numbers, types, and equivalent lengths, in metres, of water fittings.
- 8) the static head change in the pipe, in metres.
- 9) the pressures at the inlet and the outlet of the pipe, in kilopascals.
- 10) the friction loss in the pipe, in kilopascals; and
- 11) an indication of the flow direction.

Applicable National and International Standards

- Occupational Health and Safety act
- SANS 1475: The production of reconditioned fire-fighting equipment Part 2: Fire hose reels and above-ground hydrants
- SANS 10287: Automatic sprinkler installations for firefighting purposes
- SANS 543: Fire hose reels
- SANS 10400: The Application of the National Building Regulations
- ASTM A795: Standard for the inspection, testing and maintenance of water-based fire protection systems

**INSURANCES: ACSA Maintenance Contracts Insurance Clause.
Insurance Affected by the Employer.**

SECTION A: DEFINITIONS

Landside refers to:

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

a. **Airside** refers to:

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

SECTION B: INSURANCE CLAUSES

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

- (a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R **100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
 - (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
 - (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

- (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
- (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
- (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

Insurance Affected by the Contractor.

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

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those

intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactments in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

- (A) be affected with Insurers and on terms approved by the Employer.
- (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
- (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

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

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

Sub-Contractors

The Contractor shall:

- (a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
- (b) enforce the compliance by Sub-Contractors with this clause where applicable.”

2.

2.1.1. 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 :

Authorised Signatory Name
Duly Authorised Person to Sign :

Position :

Signature :

Date :

3. APPROVALS:

- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts Manager.

4. PROOF OF COMPLIANCE WITH THE LAW:

- Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site.

5. CO-OPERATION WITH OTHER SERVICES PROVIDERS:

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

6. ELECTRONIC PAYMENTS:

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

7. ACCESS TO LAND / BUILDINGS / SITES: GENERAL PERMIT REQUIREMENTS

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

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

8. DISPOSAL REQUIREMENTS

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

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEXURE E****1. REPLACEMENT OF STAFF**

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

2. HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

- 2.11 Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- 2.12 All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEXURE E**

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

NOTIFICATION OF SAFETY / HOUSEKEEPING INFRINGEMENT

ANNEXURE F

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

PERFORMANCE EVALUATION

ANNEXURE G

Contractors will be evaluated on the following:

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

**PERFORMANCE EVALUATION
ANNEXURE G**

Evaluation Comments:	

ACSA Representative

:

Signature

:

Date

:

Service Provider

:

Signature

:

Date

:

Service Manager

:

Signature

:

Date

:

**PART C4
APPENDICES**

Appendix 1 : Bid Document

Appendix 2 : Draft Contract

Appendix 3 : Environmental Terms and conditions to commence work

Appendix 4 : Mandatary Agreement (OHS, permit to work)