

BID DOCUMENT

FOR

**CONTRACTOR APPOINTMENT FOR SUPPLY, DELIVERY,
OFFLOAD, INSTALLATION, AND COMMISSIONING OF 18 DRY-
TYPE TRANSFORMERS FOR A PERIOD OF 2 YEARS AT KING
SHAKA INTERNATIONAL AIRPORT.**

Bid Reference Number: KSIA7595/2024/RFP

DECEMBER 2024

Issued by
Airports Company South Africa
___Airport

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, subsequent to which, all references to the term “Tenderer(s)” then become synonymous with the term “Contractor”.

VOLUME 1

NAME OF BIDDER:

BIDDER'S DETAILS

1.	NAME OF BIDDER (BIDDING ENTITY)	(FULL NAME, i.e. (CC, (Pty) Ltd, JV, SOLE PROPRIETOR
2.	TEL NUMBER	
3.	FAX NUMBER	
4.	EMAIL	
5.	NAME OF CONTACT	
6.	NATIONAL TREASURY CSD REGISTRATION NUMBER	

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PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	KSIA7595/2024/RFP	CLOSING DATE:	28 February 2025	CLOSING TIME:	11 a.m.
DESCRIPTION	Contractor Appointment for Supply, Delivery, Offload, Installation and Commissioning of 18 Dry Type 18 Dry Type Transformers for a period of 2 Years at King Shaka International Airport				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Airports Company SA SOC LTD					
King Shaka International Airport					
La Mercy					
MSO Building (Multi Story Office Block) outside Main Terminal Building					
Ground Floor					
Reception					
Near Pick Up Zone					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Johnson Mji		CONTACT PERSON	Johnson Mji	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Procurement3.KSIA@airports.co.za		E-MAIL ADDRESS	Procurement3.KSIA@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p>Yes No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p>Yes No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p>YES NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p>YES NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p>YES NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p>YES NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p>YES NO</p>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for Contractor Appointment for Supply, Delivery, Offload, Installation, and Commissioning of 18 Dry- Type Transformers for a period of 2 years at King Shaka International Airport.**

It is estimated that bidders should have a contractor grading designation of 7EP/EB or higher as stated on the Tender Data may submit tender offers.

Tender Document Availability

Tender document are available from 4 December **2024** for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders> Kindly print and complete.

Queries relating to the issue of these documents may be addressed to Mr Johnson Mji, E-mail address: Procurement3.KSIA@airports.co.za

Closing date for enquiries is 7 of February 2025

Compulsory Briefing and Compulsory Site Inspection

A compulsory clarification session with representatives of the Employer will take place at **10:00 a.m. on Thursday 23 January 2025**

Physical address:

Airports Company SA SOC LTD
King Shaka International Airport
La Mercy
MSO Building
Ground Floor
Reception
Near Pick up zone

PERMIT APPLICATION PROCESS FOR THE COMPULSORY SITE MEETING

Please note that the site meeting is compulsory as stated above. A non-refundable payment fee of R 179,55 inclusive of VAT per person, per bidder is required and must be paid before or at the Permit Office Airports Company SA SOC LTD. A proof of payment must be produced at the permit office on the day of the site meeting. Please note that EFT or Cash will be accepted.

PLEASE USE BANKING DETAILS ATTACHED AND SUBMIT OR EMAIL PROOF OF PAYMENT

PARKING

Please Park at Shaded Parking for a free of charge parking. Tickets will be validated at the end of the meetings for those who are parked at Shaded Parking.

Bid Closing Date

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **11:00 (a.m.) on Friday 28 February 2025** using the following method(s):

Tenders must be placed inside the **Tender Box at the Airports Company SA SOC LTD, King Shaka International Airport, La Mercy, MSO Building, Ground Floor, Reception near Pickup Zone on 11:00 (a.m.) on Friday 28 February 2025**

Telephonic, telegraphic, telex, emailed and facsimile tenders will not be accepted.

Location of tender box:

Physical address:

Airports Company SA SOC LTD
King Shaka International Airport
La Mercy
MSO Building
Ground Floor
Reception
Near Pick up zone

Identification details: Bid Ref. No: KSIA7595/2024/2024/RFP

TITLE: CONTRACTOR APPOINTMENT FOR SUPPLY, DELIVERY, OFFLOAD, INSTALLATION, AND COMMISSIONING OF 18 DRY- TYPE TRANSFORMERS FOR A PERIOD OF 2 YEARS AT KING SHAKA INTERNATIONAL AIRPORT.

No late tenders will be accepted.

Tenderers must submit two (02) files, one (01) original and one (01) copy of their tender submission document.

Bidders to ensure that their names and contacts are reflected on the cover of the bid document.

Tenders may only be submitted on the tender documentation that is issued.

Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Returnable Document</p> <p>T2.1 List of returnable documents T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule</p> <p>C2.1 Pricing instructions C2.2 ACSA Service Level Agreement C2.3 Bills of Quantities Section 1 - Preliminaries</p> <p>Part C3: Scope of work Part C4: Site information Part C5: Annexures</p>
C.1.4	<p>The Employer's Agent is: Johnson Mji (SCM Representative) Email address: Procurement3.KSIA@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ol style="list-style-type: none"> due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; funds are no longer available to cover the total envisaged expenditure; or no acceptable tenders are received. there is a material irregularity in the tender process. <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>

C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>

C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification.</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least Fourteen (14) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p>

	<p>C.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.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Please see address below:</p> <p>Physical address: Airports Company SA SOC LTD, King Shaka International Airport, La Mercy, MSO Building, Ground Floor, Reception near Pickup Zone .</p> <p>Identification details: Bid Ref. No: KSIA7595/2024/RFP</p> <p>Title: CONTRACTOR APPOINTMENT FOR SUPPLY, DELIVERY, OFFLOAD, INSTALLATION, AND COMMISSIONING OF 18 DRY- TYPE TRANSFORMERS FOR A PERIOD OF 2 YEARS AT KING SHAKA INTERNATIONAL AIRPORT.</p> <p>Closing Date: 28 February 2025, Time 11 a.m.</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for Twelve Weeks for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>

C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer.</p> <p>The Employer will respond to requests for clarification received up to fourteen (14) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until ten (10) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>There will be public opening of tenders after the 28 February 2025 at 11 a.m. Tender opening register will be made available to all bidders who submitted a bid.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ol style="list-style-type: none"> complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) has been properly and fully completed and signed, and is responsive to the other requirements of the tender documents.(check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ol style="list-style-type: none"> detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ol style="list-style-type: none"> the gross misplacement of the decimal point in any unit rate; omissions made in completing the pricing schedule or bills of quantities; or

	<p>c) arithmetic errors in:</p> <p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>(ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>														
C.3.10	<p>Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>														
C.3.11	<p>A staged approach will be used to evaluate tenders</p> <table border="1" data-bbox="284 1104 1544 1462"> <thead> <tr> <th data-bbox="284 1104 443 1178">Stage 1</th> <th data-bbox="443 1104 627 1178">Stage 2</th> <th data-bbox="627 1104 798 1178">Stage 3</th> <th data-bbox="798 1104 949 1178">Stage 4</th> <th data-bbox="949 1104 1141 1178">Stage 5</th> <th data-bbox="1141 1104 1332 1178">Stage 6</th> <th data-bbox="1332 1104 1544 1178">Stage 7</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 1178 443 1462">Test for Responsiveness As per Clause C3.8</td> <td data-bbox="443 1178 627 1462">Mandatory Requirements</td> <td data-bbox="627 1178 798 1462">Evaluate on functionality or the technical aspect of the bid</td> <td data-bbox="798 1178 949 1462">Evaluate price and Preference</td> <td data-bbox="949 1178 1141 1462">Objective Criteria (Not Applicable)</td> <td data-bbox="1141 1178 1332 1462">Post tender negotiation. (If Applicable)</td> <td data-bbox="1332 1178 1544 1462">Security Vetting (If Applicable)</td> </tr> </tbody> </table> <p>Stage 1 Test for responsiveness as outlined by the clause C3.8 above.</p> <p>Stage 2 Mandatory Administration Criteria</p> <p>(a) Completed in full and signed Form of offer C1.1. This must be submitted. Refer Page 2 of 78 in the contract document.</p> <p>(b) It is estimated that bidders should have a contractor grading designation of 7EP/EB or higher as Stated on the Tender Data may submit tender offers. Refer Page number 58 of 75 in the bid document.</p> <p>(c) Bidders must attend compulsory site meeting and compulsory briefing session. These meetings are on 23 January 2025 at 10 a.m.</p>	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Test for Responsiveness As per Clause C3.8	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria (Not Applicable)	Post tender negotiation. (If Applicable)	Security Vetting (If Applicable)
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7									
Test for Responsiveness As per Clause C3.8	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria (Not Applicable)	Post tender negotiation. (If Applicable)	Security Vetting (If Applicable)									

Stage 3 Functionality Evaluation Criteria

Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of 58 on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows. ***NB: Bidders must pass the minimum criteria in each section in order to proceed to the next phase of the evaluation process.**

Criteria Description	Min Points	Max Points	Bidder Score
<p>1. Company Experience in the installation and commissioning and testing of at least 0.5 MVA Oil type or Dry type Transformer Projects.</p> <ul style="list-style-type: none"> • Less than 2 letters = 0 • 2 Reference letters = 15 • 3 or more Reference letters = 30 <p>Evidence – A valid reference letter should have client letterhead, scope of services rendered, value of contract, name of contact person and reachable contact details. Reference letters missing above key information may be rendered invalid and may not be considered.</p> <p>Note: The team will verify the reference by means of contacting the number and followed up by an email.</p> <p>Note: Reference letters are required NOT a Completion Certificate</p> <p>Please refer from pages 38 – 43 for experience</p>	15	30	
<p>2. Bidder must have and submit a valid letter of support from any Original Equipment Manufacturer (OEM) to supply, deliver, install, and repair the product, this is for guaranteed purposes.</p> <p>Provide proof of support by OEM provided.</p> <ul style="list-style-type: none"> • No Letter of support provided = 0 • Letter of support provided = 10 	10	10	



	<p>3. Site Manager or Site Supervisor</p> <p>a. Relevant Experience as a Site Manager or Supervisor in installation and commissioning and testing of Oil type or Dry type Transformers or MV Switchgear. A CV to indicate the start date and end date between the employers must be submitted.</p> <table border="1" data-bbox="466 734 951 831"> <tr> <td>Greater than 3 years</td> <td>2 – 3 Years</td> <td>Less than 2 Years</td> </tr> <tr> <td>10</td> <td>5</td> <td>0</td> </tr> </table> <p>b. Relevant Education (qualification certificate to be provided)</p> <table border="1" data-bbox="472 958 951 1205"> <tr> <td>Electrical Degree or higher than Electrical Degree and Operating Regulations for High Voltage Systems</td> <td>Electrical Diploma or N6 and Operating Regulations for High Voltage Systems</td> </tr> <tr> <td>10</td> <td>5</td> </tr> </table> <p>Please refer from page 64 – 65 for required CVs, certificates qualifications and experience</p> <p>Site Manager or Site Supervisor name and surname </p>	Greater than 3 years	2 – 3 Years	Less than 2 Years	10	5	0	Electrical Degree or higher than Electrical Degree and Operating Regulations for High Voltage Systems	Electrical Diploma or N6 and Operating Regulations for High Voltage Systems	10	5	<p>5</p> <p>5</p>	<p>10</p> <p>10</p>	
Greater than 3 years	2 – 3 Years	Less than 2 Years												
10	5	0												
Electrical Degree or higher than Electrical Degree and Operating Regulations for High Voltage Systems	Electrical Diploma or N6 and Operating Regulations for High Voltage Systems													
10	5													
	<p>4. Electrician</p> <p>a. Relevant Experience as an Electrician in the installation and commissioning and testing of Oil type or Dry type Transformers or MV Switchgear. A CV to indicate the start date and end date between the employers must be submitted.</p> <table border="1" data-bbox="466 1861 951 1957"> <tr> <td>Greater than 6 years</td> <td>3 – 5 Years</td> <td>Less than 3 Years</td> </tr> <tr> <td>14</td> <td>7</td> <td>0</td> </tr> </table> <p>b. Relevant Education (qualification certificate to be provided)</p>	Greater than 6 years	3 – 5 Years	Less than 3 Years	14	7	0	<p>7</p> <p>5</p>	<p>14</p> <p>10</p>					
Greater than 6 years	3 – 5 Years	Less than 3 Years												
14	7	0												



			<table border="1"> <tr> <td>N3 Electrical and Operating Regulations for High Voltage Systems and Installation Electrician letter or registration certificate</td> <td>N2 Electrical and Operating Regulations for High Voltage Systems and Trade Test</td> <td>No Electrical Trade Test</td> </tr> <tr> <td>10</td> <td>5</td> <td>0</td> </tr> </table>	N3 Electrical and Operating Regulations for High Voltage Systems and Installation Electrician letter or registration certificate	N2 Electrical and Operating Regulations for High Voltage Systems and Trade Test	No Electrical Trade Test	10	5	0			
N3 Electrical and Operating Regulations for High Voltage Systems and Installation Electrician letter or registration certificate	N2 Electrical and Operating Regulations for High Voltage Systems and Trade Test	No Electrical Trade Test										
10	5	0										
		<p>Please refer from page 64 – 65 for required CVs, certificates qualifications and experience</p> <p>Electrician Name and Surname:</p>										
		<p>5. Electrician’s Assistant</p> <p>a. Relevant Experience as an Assistant in the electrical installation and commissioning. A CV to indicate the start date and end date between the employers must be submitted.</p> <table border="1"> <tr> <td>Greater than 3 years</td> <td>2 – 3 Years</td> <td>Less than 2 Years</td> </tr> <tr> <td>10</td> <td>5</td> <td>0</td> </tr> </table> <p>Please refer from page 64 – 65 for required CVs, certificates qualifications and experience</p> <p>Electrician Assistant Name and Surname:</p>	Greater than 3 years	2 – 3 Years	Less than 2 Years	10	5	0	5	10		
Greater than 3 years	2 – 3 Years	Less than 2 Years										
10	5	0										



	<p>6. Product specification (including but not limited to the following:</p> <ul style="list-style-type: none"> ✓ Transformer Type: Cast resin Dry type transformer. ✓ Transformer Construction: Cast Resin Glass Fiber Reinforced with Epoxy Resin ✓ Rated capacity: up to 2MVA. ✓ Rated voltage: up to 11kV/400V. ✓ Comply with South African Standard: SANS 60076-11:2005 Ed.1 or SANS 780: 2009 ✓ SABS Approved Product ✓ Frequency: 50Hz ✓ Phase: 3 Phase ✓ Winding material: Copper and Aluminium ✓ Maximum Ambient Temperature: -5 to 40°C ✓ Insulation class: F =155 deg ✓ Vector group: Dyn11 ✓ Cooling: ANAF ✓ Protection Enclosure: IP23 2mm Mild Steel Enclosure ✓ Temperature Class: E2 C2 F1 ✓ Accessories: Fans, Enclosure, Tap changer, Temperature monitoring Antivibration pads. <ul style="list-style-type: none"> • Product not meeting specifications 0 • Product meeting the required specifications 6 <p>A clear brochure with all the required specifications is required for the equipment that will be provided.</p>	6	6		
	Total	58	100		

***NB: Bidders must pass the minimum criteria in each section in order to proceed to the next phase of the evaluation process.**

Stage 5 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae :

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20 . ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Category	Specific Goals	Score	Bidder score
		20	
Construction	≥51% owned by Black male and/or Black women and Black youth and People living with disabilities	20	
	≥51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must be achieved)	15	
	≥51% owned by Black male or Black women or Black youth or People living with disabilities	10	
	< 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
	Other	0	

	<p>Stage 6 Objective Criteria (NOT APPLICABLE)</p> <p>Determine acceptability of preferred tenderer:</p> <p>Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> • Unduly high or unduly low tendered rates or amounts in the tender offer; • Contract data provided by the tenderer; or • The contents of the tender returnable which are to be included in the contract.
C.3.12	<p>Insurance provided by the employer Refer to Contract Data</p>
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.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.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.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.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to

enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system.

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost

incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least fourteen (14) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.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.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope 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.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to fourteen(14) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until ten (10) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system. N/A

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the

prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

AIRPORTS COMPANY SOUTH AFRICA

AIRPORT: KING SHAKA INTERNATIONAL AIRPORT

BID REF. No: KSIA7595/2024/RFP

Title. CONTRACTOR APPOINTMENT FOR SUPPLY, DELIVERY, OFFLOAD, INSTALLATION, AND COMMISSIONING OF 18 DRY- TYPE TRANSFORMERS FOR A PERIOD OF 2 YEARS AT KING SHAKA INTERNATIONAL AIRPORT.

Part T2: Returnable Documents

T2.1: List of Returnable Document

T2.2: Returnable Schedules

AIRPORTS COMPANY SOUTH AFRICA

AIRPORT: KING SHAKA INTERNATIONAL AIRPORT

BID REF. No: KSIA7595/2024/RFP

Title. CONTRACTOR APPOINTMENT FOR SUPPLY, DELIVERY, OFFLOAD, INSTALLATION, AND COMMISSIONING OF 18 DRY- TYPE TRANSFORMERS FOR A PERIOD OF 2 YEARS AT KING SHAKA INTERNATIONAL AIRPORT.

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Certificate of Attendance at Compulsory Briefing session	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Certified Copies of Client Reference Letters of Previous Projects Completed	
	A8: Proof of Contract Values of Previous Projects Completed	
	A9: Schedule of Current Commitments	
	A10: SBD 4: Bidder's Disclosure Form	
	A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors (<i>if applicable</i>)	
	A13: Confidentiality and Non-Disclosure Agreement.	
2	Other documents required only for tender evaluation purposes	
	B1: Proof of registration for Contractor's WCA registration and or COID	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	
3	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1.1 Form of Offer and Acceptance (Contract part)	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Subcontractors	
	C4: Subcontractor's Supporting Documents	
	C5: Plant and Equipment	
	C6: A certified copy of B-BBEE Verification Certificate	
	C7: CV's of key personnel	
	C8: Certified Certificates of Qualifications of Key Personnel.	
	C9 Work Plan and Proposed Methodology	
	C10 Occupational Health and Safety Questionnaire	
	C11 Schedule of Information to be provided by Tenderer	

The tenderer must complete the following returnable documents:	Completed (tick)
C12 Proposed Amendments and Qualifications	

T2.2: RETURNABLE SCHEDULE

FORM A1. Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I,

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail

telephone number

fax number.....

visited the compulsory brief session held on date.....

Signature		Date	
Name		Position	
Tenderer			

Signed by ACSA
Representative:

Name:

FORM A2. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A3: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

"By resolution of the board of directors taken on 20.....

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **KSIA7595/2024/RFP** and any contract which may arise there from on behalf of

(block capitals)

.....

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....

Signature

Signature

.....

Name (print)

Name (print)

Attach:

- **Latest Audited Annual Financial Report (If applicable)**
- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			

FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms
 , authorised signatory of the company
 , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Please attach JV agreement stipulation % share of each JV

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Signed		Date	
Name		Position	
Tenderer			

FORM A5. Schedule of the Tenderer’s Recent Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

As a minimum the bidder is to have successfully completed at least two (2) projects or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number	Principal Agent (Name, Tel No, Contact Person)	Description of works/ Project Name	Value of work inclusive of VAT (Rand)	Date started	Date completed	CLIENT REFERENCE LETTER	
						YES	NO

Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

FORM A6 Reference Letters of Previous Projects Completed

Please attach Reference letters of Previous Projects Completed as listed under Form A5 above to this page.
A minimum of two (2) letters required for relevant projects

N/B

Reference letters are required and not Completion certificates.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

FORM A7 Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.
A minimum of two (2) reference letters required from the client bodies/Principal Agent.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

Form A8 Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page. A minimum of two (2) certificates required for relevant projects

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

Form A9: Schedule of Current Commitments

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved.
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form.

Employer, contact person and telephone number	Consultant/ Principal Agent, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed		Date	
Name		Position	
Tenderer			

SBD 4

DECLARATION OF INTEREST

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

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

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 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 attached 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.

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.
.....
.....
.....

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

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee Peral 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.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or}$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

Form A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
(Registration No. 1993/004149/30)
("Airports Company")

of
Western Precinct, Aviation Park
O.R. Tambo International Airport
1 Jones Road
Kempton Park
1632

AND

[NAME OF SERVICE PROVIDER]
(Registration No: _____)
("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of a confidential nature of the disclosing party, in whatever form it may be;
 - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
 - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
 - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
 - 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;

- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
 - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -
 - 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
 - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
 - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
 - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
 - 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement ("the potential agreement"), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. **USE OF CONFIDENTIAL INFORMATION**

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. COPIES

5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".

5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –

5.2.1 where copies of the confidential Information are held;

5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and

5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY

6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Company IP") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. DURATION

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of 5 years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **Title**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 202__

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]
the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

- B1: Proof of registration for Contractor’s WCA registration or COID**
- B2: An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) **OR CIDB CRS Number****
- B3: SARS Pin issued by the South African Revenue Services**
- B4: An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)**
- B5: Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number**

Bank Report on :	<i>(Tenderers Name)</i>
Account No :	
Bank :	
Branch Code :	
Amount :	<i>(Tender Value)</i>
Duration :	<i>XX months (excluding special non-working days)</i>
BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)	
<input type="checkbox"/> ()	A UNDOUBTED FOR INQUIRY
<input type="checkbox"/> ()	B GOOD FOR AMOUNT QUOTED
<input type="checkbox"/> ()	C GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
<input type="checkbox"/> ()	D FAIR TRADE RISK
<input type="checkbox"/> ()	E FIGURE CONSIDER TOO HIGH
<input type="checkbox"/> ()	F FINANCIAL POSITION UNKNOWN
<input type="checkbox"/> ()	G OCCASIONALLY DISHONOURED
<input type="checkbox"/> ()	H FREQUENTLY DISHONOURED

Form C1: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

Form C2: Proposed Domestic Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
 If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed		Date	
Name		Position	
Tenderer			

Form C4 Subcontractor Supporting Documents

List supporting documents required for subcontractor:

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of registration with Central Supplier Database form
- CIPC certificate
- Share Certificate
- Valid BBBEE Certificate.
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			

Form C5: Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM C6: A certified copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer’s B-BBEE verification certificate for Construction Sector:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.

2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and *domicilium citandi et executandi* of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number

3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.

4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency’s standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted. Failure to abide by this requirement will result in such a tenderer scoring zero (0) preference.

Signed		Date	
Name		Position	
Tenderer			

FORM C7. The CV's of key personnel

Bidders are referred to page **15 Stage 3** of the Functionality evaluation requirements which indicates the maximum possible score for information requested under this schedule.

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Signed		Date	
Name		Position	
Tenderer			

FORM C8: Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C7 above to this page.

Signed		Date	
Name		Position	
Tenderer			

Form C9 Work Plan and Proposed Methodology

Please note that this is NOT APPLICABLE

Signed		Date	
Name		Position	
Tenderer			

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> • Periodical work area inspection • Regular Health and Safety meetings with personnel 		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> • When joining the company • When changing jobs within the company • When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	<ul style="list-style-type: none"> • First line supervisors 		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		
	When is this done and how is it achieved?		



2.4	Does this training include the selection, use and care of personal protective equipment?			
2.5	What refresher training is provided and at what intervals?			
	Please list examples			
	Course Title	Target audience	Interval	
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?			
	Please list most recent courses			
	Does this include refresher training?			
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES		YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?			
	Please describe			
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?			
	Please give examples of plant /equipment covered			
3.3	Is there record of inspection?			
	Where is it kept?			
	Are you able to supply copies of these inspection records if required?			
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?			
3.5	Do you evaluate the SHE competence of all sub-contractors?			
	Please describe how this is achieved and how the results are monitored			
4.	SHE INSPECTIONS		YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?			
4.2	Are records of these inspections kept and available?			
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?			
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?			
	Please provide examples of the above			
5.	RULES AND REGULATIONS		YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?			



	Do these cover						
	<ul style="list-style-type: none"> • General rules • Project rules • Specific task rules 						
5.2	Do these rules include permit to work system (as applicable)						
5.3	Do you have experience of project SHE plans?						
	Please give examples of where these have been used						
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?						
6	RISK MANAGEMENT	YES	NO				
6.1	Have the following, involved in the execution of your work, been identified?						
	<ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 						
6.2	Are these findings and assessments recorded?						
6.3	How often are they reviewed?						
	Please list the time frame e.g. years						
6.4	For what processes/risk is personal protective equipment issued?						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Process/Risk</td> <td style="width: 50%;">Type of PPE</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> </table>	Process/Risk	Type of PPE				
Process/Risk	Type of PPE						
	Do you have a copy of the issue lists for PPE available on request?						
7	EMERGENCY ARRANGEMENTS	YES	NO				
7.1	How do you manage your arrangements for dealing with emergencies?						
	Are these communicated to your sub-contractors?						
7.2	What provision have you made for first aid? E.g. Trained First Aiders						
7.3	What training do you provide to employees in Safety/Fire Fighting?						
	Please list institutions used for these training						
8	RECRUITMENT OF PERSONNEL	YES	NO				
8.1	Are health and Safety factors considered when hiring personnel?						
8.2	Are medical examinations carried prior to employment?						
	In all cases						

	Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents? Please supply a copy		
9.2	Is there a standard report/investigation form used? Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.? Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees? If Yes please describe method		
10.3	Are Health and Safety meetings held? At what frequency? Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns? If Yes please provide examples		

The following documentation should also be provided with the tender:

1. **Management Structure including organogram**
2. **Human Resource Plan**
3. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
4. **COID Insurance**

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

Form C11: Schedule of Information to be provided by Tenderer

<p>1. Company details:</p> <p>Registered Address: Contact Person: Telephone: Fax:</p> <p>2. Shareholders</p> <p>Names/Percentages of holdings:</p> <p>3. Bankers</p> <p>Name of Account Holder : Bank: Branch: Account Number: Bank and branch contact details:</p> <p>4. Turnover</p> <p>Approximate turnover for each of the past three years: 2020: 2021: 2022:</p> <p>5. Management and Manpower Resources</p> <p>Supervisors: Labourers: Other:</p> <p>Name of Supervisor to be allocated to this contract:</p>

6. Construction Equipment (Value in R)

Equipment owned by Company:

Own workshop/stores (location):

Signed		Date	
Name		Position	
Tenderer			

Form C12: Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

Yes	No
------------	-----------

2. If you have answered yes to the above question, please provide the following:
 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid VAT registration certificate attached? Yes/No
1.		

ACSA management will use the following link to check your registration.

[VendorExactSearch\ 1.0.4 \(sarsefiling.co.za\)](http://VendorExactSearch\1.0.4_sarsefiling.co.za)

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section 1(1) of the Value Added Tax Act No 89 of 1991 (“the VAT Act”) – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture

1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners’ contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

2. The Law

Section 51 of the VAT Act states that:

- (1) *Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*
- (a) such body shall be deemed to carry on such enterprise as a person separate from the members of such body;*
 - (b) registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;*
 - (c) liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and*
 - (d) the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.*

3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act ,required to register for VAT with the South African Revenue Services (“SARS”)where the body’s taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.