



Tender Reference Number: COR7521/2024/RFP

REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, PROCESSING CAPACITY TESTING, PROJECT MANAGEMENT AND 5-YEAR MAINTENANCE OF HOLD BAGGAGE SCREENING (HBS) SYSTEM AT ACSA AIRPORTS AND DECOMMISSIONING OF THE EXISTING SYSTEMS.

JUNE 2024

Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Dr S Nogxina (Chairperson), M Mpofo (awidExecutive Officer), L Mbotya (Chief Financial Officer), D Hlatshwayo, A Khumalo, F Zikala-Mvelase, G Mancotywa, Y Pillay, S Sambo, N Siyotula, Dr K Badimo, F Sefara (Company Secretary)

COR7521/2024/RFP



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED INVITES SUITABLY QUALIFIED SERVICE PROVIDERS TO BID FOR THE:

REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, PROCESSING CAPACITY TESTING, PROJECT MANAGEMENT AND 5-YEAR MAINTENANCE OF HOLD BAGGAGE SCREENING (HBS) SYSTEM AT ACSA AIRPORTS AND DECOMMISSIONING OF THE EXISTING SYSTEMS.

Bid Number : COR7521/2024/RFP

Issue Date : 07 JUNE 2024

Query Closing Date : 02 JULY 2024

Compulsory Briefing Session Date and Time : 14 JUNE 2024 @ 10:00 AM – MEDIA ROOM – OR TAMBO INTERNATIONAL AIRPORT

Site Visit Date and Time : 1. OR TAMBO – 14 JUNE 2024 – DIRECTLY AFTER THE TENDER BRIEFING.
2. CAPE TOWN – 18 JUNE 2024 - @10:00 AM
3. KING SHAKA – 19 JUNE 2024 - @10:00 AM
4. CHIEF DAWID STUURMAN – 20 JUNE 2024 – 10:00 AM
5. OTHER REGIONAL AIRPORTS – TO BE ARRANGED UPON REQUEST FROM BIDDER

Bid Closing Date and Time : 09 JULY 2024 AT 12:00 PM

Tel +27 11 723 1400 Fax +27 11 453 9354
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COR7521/2024/RFP

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

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COR7521/2024/RFP

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available on www.etenders.gov.za and www.acsa.co.za Kindly print and complete.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number, and the details of the Tender Management Office/Procurement department where the bid will close. (Ref 1.2.1). 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 tender documents. Bid documents must be submitted on or before the 9 July 2024 at 12:00pm using the following methods:

PLEASE NOTE THAT BOTH METHODS MUST BE UTILIZED. BIDDERS SHOULD NOT CHOOSE JUST ONE OF THEM AND THE PHYSICAL SUBMISSION INFORMATION WILL TAKE PRECEDENCE SHOULD THERE BE A DISCREPANCY BETWEEN THE TWO SUBMISSION METHODS.

1.1.1. Hand delivery:

The bid document must be delivered to the address below and must be addressed as follows:

CONTRACT NO: COR7521/2024/RFP

REQUEST FOR PROPOSALS FOR THE DESIGN, SUPPLY, INSTALLATION, COMMISSIONING, PROCESSING CAPACITY TESTING, PROJECT MANAGEMENT AND 5-YEAR MAINTENANCE OF HOLD BAGGAGE SCREENING (HBS) SYSTEM AT ACSA AIRPORTS AND DECOMMISSIONING OF THE EXISTING SYSTEMS.

[NAME OF TENDERER]

O.R. Tambo International Airport

1 Jones Road, Kempton Park, Gauteng, South Africa

1632

1.1.2. Tender box:

The Tender box is located at:

TENDER BOX B

THIRD FLOOR TERMINAL A BUILDING, NORTH WING OFFICES

FOLLOWING AIRCRAFT VIEWING DECK SIGNS.

LATE SUBMISSION OF PHYSICAL TENDERS WILL RESULT IN DISQUALIFICATION.

**Please arrive early at the airport in order to avoid being late to the tender box/closing.
Please follow instructions for parking at the airport as some parking is closed.**

1.1.3. Email submissions:

Electronic copies/links of the tenders are to be e-mailed to the following email address:

thami.mncube@airports.co.za

ENSURE THAT THE ELECTRONIC COPY IS WELL LABELLED IN SEPARATE ANNEXURES AS PER THE RETURNABLES SCHEDULE

- Bidders must not email their submission as one big attachment. Kindly break your submission into small attachments of not more than 4MB each.
- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

1.1.4. Proposals must both be in printed format (an original and a copy) together with an electronic copy of the bid documents using email (pdf format or a link). The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence.

1.2. **Alternative Bids**

As a general rule ACSA only accepts bids which have been prepared in response to the bid invitation. However, for this bid alternative bids will be accepted **provided** the alternative bid is accompanied by the original bid response which materially complies with the specifications of this bid invitation. The alternative bid will only be considered where the bidder has submitted together with its alternative bid, an offer which materially complies with the requirements of this bid. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this bid document.

1.3. **Late Bids**

Bids which are submitted after the closing date and time will not be accepted.

1.4. **Clarification and Communication**

Name:	Thami Mncube
Designation:	Category Management Specialist: Commercial
Tel:	+27 (0) 61 653 0462
Email:	Thami.Mncube@airports.co.za

1.4.1. Request for clarity or information on the bid may only be requested until 16:00pm on 02 July 2024. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

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

1.5. **Compulsory Briefing and Site Visit Session**

A **compulsory** briefing session will be held on the 14th of June 2024 at 10:00 (AM). The session will be held at the following location:

ACSA Media Room

OR Tambo International Airport

Next to the Terminal A International Arrivals

Between the Post Office and the Inter Africa Bureau de Change kiosks.

AN MS TEAMS LINK WILL ONLY BE CREATED FOR INTERNATIONAL BIDDERS WHO CANNOT ATTEND PHYSICALLY UPON REQUEST VIA EMAIL. THIS LINK WILL NOT BE PROVIDED TO LOCAL BIDDERS.

Proof of Briefing Attendance will be via the attendance register. Entity names must match with those on the register. In the case of a Joint Venture, at least one of the entities must have attended the Compulsory Briefing.

SITE VISIT TIME AND LOCATION:

1. OR TAMBO – 14 JUNE 2024 – DIRECTLY AFTER THE TENDER BRIEFING.
2. CAPE TOWN – 18 JUNE 2024 - @10:00 AM
3. KING SHAKA – 19 JUNE 2024 - @10:00 AM
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5. OTHER REGIONAL AIRPORTS – TO BE ARRANGED UPON REQUEST FROM BIDDER

BIDDERS TO ARRIVE AN HOUR BEFORE THE START OF THE BRIEFING IN ORDER TO GO THROUGH THE PERMIT OFFICE/PROCESS.

Every bidder must come to sites with the following:

1. Reflective jacket
2. Identity Document (not driver's license) plus a Certified Copy
3. Safety Boots

1.6. Bid Responses

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

1.7. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this bid.
- 1.7.2. Split the award of this bid.
- 1.7.3. Negotiate with all or some of the shortlisted bidders.
- 1.7.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allow.
- 1.7.5. To reject the lowest acceptable bid received; and/or
- 1.7.6. Cancel this bid.

1.8. Validity Period

- 1.8.1. ACSA requires a validity period of **One Hundred and Twenty (120)** business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

1.9. Confidentiality of Information

- 1.9.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.9.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.9.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background and/or Purpose of this Bid

Since its inception 31 years ago, Airports Company South Africa SOC Limited (ACSA) has transformed into a focused commercial enterprise that is market-driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa's Nine (9) principal airports, comprised of the country's major international airports, namely, O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely, Chief Dawie Stuurman International Airport (PLZ), King Phalo Airport (ELN), George Airport (GRJ), Bram Fischer (BRAM), Kimberley Airport (KMB), Upington (UTN). ACSA's registered corporate office operates from Airport Park in Kempton Park right next to the OR Tambo International Airport.

ACSA's vision is to be the most sought-after partner in the world for the provision of sustainable airport management solutions by 2030. ACSA's strategy is to create and operate world-class airports measuring up to international standards, its strategic intent is supported by three strategic pillars, namely:

- Run Airports: Run our airports efficiently, optimally, and innovatively.
- Develop Airports: Optimise assets and plan for new capacity and growth opportunities.
- Grow Footprint: Seek growth opportunities in the continent and world.



Run airports



Develop airports



Grow footprint

2.2 Purpose of this Bid

The purpose of the RFP is to solicit proposals from accredited vendors for the Design, Supply, Installation, Commissioning, Processing Capacity Testing, Project Management and 5-year Maintenance of HOLD BAGGAGE SCREENING (HBS) SYSTEM at ACSA Airports and decommissioning of the existing systems. A successful vendor will be expected to have the required expertise, resources, and experience within the aviation environment to provide a high quality solution and service which can be tailored to the very specific needs of the nine ACSA Airports.

2.3 Scope of Work

THE SCOPE OF WORKS DETAILED BELOW SHOULD BE READ TOGETHER WITH THE SCOPE OF WORKS DOCUMENT (ANNEXURE A) AND IT STANDARDS DOCUMENTS (ANNEXURE B) ISSUED SEPARATELY WITH THIS TENDER.

Design, Supply, Installation, Commissioning, Processing Capacity Testing, Project Management and Maintenance of HOLD BAGGAGE SCREENING (HBS) SYSTEM at ACSA Airports, with a two-year on-site warranty and five years Comprehensive Maintenance Contract (i.e. a total of 5-years maintenance) with 24 hours and 7 days dedicated resource deployment, spares as per terms, conditions, and specifications of the tender. Also, the decommissioning and safe disposal of redundant equipment as per ACSA's requirements. Training of operational and maintenance staff.

The installation and disposal of this equipment must comply with the Hazardous Substances Act 15 of 1973.

The Vendor—Partner shall sign a separate contract for the Annual Maintenance for 5 years as per the terms and conditions decided by ACSA. The maintenance cost over the duration of the contract will also form an integral part of the tender evaluation criteria. The maintenance contract will also entail a Subject Matter Expert condition assessment and a middle of life refurbishment program on all equipment. The Vendor—Partner shall ensure that a spare part inventory is kept for the 15 years lifespan of the equipment, ACSA will award this contract based on **TOTAL COST OF OWNERSHIP**, that is OPEX and CAPEX. It will be the responsibility of the Vendor/Partner to ensure that the targeted maintenance is achieved per quarter for the duration of the 5-year maintenance contract. Items that are excluded from the maintenance contract should be stipulated. It will also be a requirement that strategic spare parts holding will always be available to enable the achievement of Mean Time to Repair (MTTR). The Operating Cost will also entail the certification and training of ACSA maintenance staff for the duration of the contract. The training and development of Security Screening Staff (content and frequency) should also be stipulated as part of the tender returnable.

2.3.1 Regulatory Certification

The overall system design as well as the screening equipment itself will meet or exceed the requirements of:

- TSA and/or ECAC
- All relevant Electrical standards
- All relevant ISO Standards
- The X-ray systems must be certified to be in full compliance with radiation safety requirements and external radiation limits.
- The Hazardous Substances Act 15 of 1973.
- All relevant OHS standards.

2.3.2 Scope of work also includes:

The Scope of work must take the following upgrading principles into account.

- a. The HBS project shall start in parallel to the immediate short-term interventions, once the best fit analysis is completed by the Vendor/Partner for all airports.
- b. Due to the complexities of upgrading ORTIA equipment, KSIA departures HBS screening equipment followed by CTIA departures HBS screening equipment shall be considered the first airport (s) based on a relatively easier implementation process.
- c. In ORTIA, the upgrade of ORTIA Terminal B departure HBS screening equipment will be done first and thereafter Terminal A departures HBS screening equipment and lastly, the Central Terminal Building.
- d. Ensure that the HBS is integrated with the baggage reconciliation system (BRS) - either directly or via the baggage system high-level controls.
 - a. Design and implement an HBS system that is suitable to the configuration of the airport as well as to the operational requirements (baggage throughput).
 - b. Re-design of the existing Baggage Handling System (BHS) to accommodate the latest ECAC and/or TSA HBS equipment and screening process and to ensure that 100% of bags introduced into the BHS is screened by the HBS.
 - c. Modifications to the existing BHS to ensure correct routing through the required levels of HBS and adequate tracking and decision time after screening. all modifications to the existing BHS to accommodate the new HBS system.
 - d. Integration of the HBS system controls with the BHS controls.
 - e. Integration of the HBS system SCADA with BHS SCADA.
 - f. Safe installation of new system and decommissioning and safe disposal of old HBS system including Department of Health certification.
 - g. The monitoring of HBS operations will happen through a centralised control room. The Vendor / Partner shall provide networking elements for integration of the HBS entire system according to the IT standards provided.

- h. Provide maintenance- and operational Key Performance Indicator reporting for the performance of the HBS, this information must also be published/obtainable via the ACSA ESB/API system.
- i. The Vendor / Partner shall ensure that the current bag tracking configurations are maintained. The Vendor/partner shall implement any additional enhancements. that will ensure ACSA's compliance to the latest IATA requirements in this regard.

2.3.3 International Airports

The scope of works shall include:

- Upgrading the HBS system to the latest ECAC and/or TSA approved standards which shall result in less complexity, less operators, more space, less power consumption, more efficient operation, low maintenance and advanced security standard.
- Assessment of the best fit scenario for ACSA in terms of existing configurations and constraints of equipment.
- An upgrade of all HBS machines with new machines with full 3D capability and efficient detection of the latest explosives as main screening equipment.
- An upgrade of all Level 3 screening equipment (both the CTX type machines and the 100/100 backup screening machines) with new CTX machines with full 3D capability.
- The replacement of all 100/100 out of gauge screening equipment with new machines with full 3D capability.
- The replacement will also include machines used as level 3 back up with the deployment of 3D capable machines at ORTIA, CTIA and KSIA.

2.3.4 Local Airports

The scope of work shall include:

- The replacement of all 100/100 inline or standalone baggage screening equipment with new machines with full 3D capability and efficient detection of the latest explosives as a main screening equipment.
- The replacement will also include machines used as back-up with the deployment of 3D capable machines.

The Vendor-Partner shall implement this project in a manner that will not have a detrimental effect on airport operations. The requirements of operations shall be considered and are appended as Annexure B.

The Project Plan shall be explicit in terms of the implementation schedule taking into consideration the principles indicated above. The Vendor-Partner shall provide all design, engineering, labour, materials, equipment, transport, installation, testing, commissioning, reliability testing, guarantee certificates, and operational handholding services for at least 90 days, as required to achieve the project objectives.

The Vendor-Partner shall supply all necessary and required materials (hardware and software) including networking switches and cabling for back-end connectivity to the new systems with the consideration of the operational and security requirements. This must strictly be done in line with ACSA IT standards.

The Vendor-Partner is expected to propose a project plan with timelines for the execution of the project as part of the tender returnable. This will be a framework plan. Upon receipt of the notice of award, the Vendor-Partner will be required to provide a level 3 activity schedule that corresponds to the time stipulated in the tender returnable. The project plan should ensure that 75% of the current processing capacity is always available for the peak operating hours of the airport during construction phase with respect to the site readiness and other aspects. The Vendor Partner Project Manager shall coordinate with the ACSA Team and / or its contractors to ensure a smooth execution of the project. As per Vendor-Partner's detailed design by the employer, the Vendor-Partner shall carry out the work and provide complete, operable, and maintainable systems with seamless integration with the existing system in compliance with these technical specifications. The Vendor-Partner shall fulfil all the technical and performance requirements specified in this document.

Each airport differs in its design and traffic characteristics. The screening method applied should be a system that suits local conditions. Specific consideration must be made for both daily bag volumes and the highest 15-minute peak during each day. It is thus the responsibility of the Vendor-Partner to ensure that the proposed solution is accommodated within the plot space and infrastructure limitations of current HBS space at each airport. The dimensions of these spaces will be provided in the tender document. Further, the building infrastructure integrity may not be compromised with the installation (load bearing strength and stability). The requirement for adequate lighting and suitable site conditions (temperature, moisture content, etc.) must be confirmed by the Contractor through a professional engineering assessment. Proof of this must be provided to ACSA through the approval of relevant structural and civil professional engineering disciplines. For the purpose of the tender, ACSA will provide the maximum load bearing of the current infrastructure. This should be validated by the vendor prior to finalizing the design.

The following airports will be undergoing upgrades in the next five years.

- CTIA: Domestic and International
- CDSIA
- KPA
- George
- KSIA (International) - 5 to 10 years
- ORTIA TB-baggage system replacement – in around 5 years

Refer to the Screening Capacity table below.

The Vendor-Partner shall ensure that there is collaboration between their entity and the designer of the new terminal to ensure that there is integration of the HBS equipment with the new baggage systems.

Information Technology Infrastructure, Software, and integration

- The supplier shall provide a solution that will enable monitoring of equipment and processing performance through suitable IT systems. These IT systems should enable remote monitoring of HBS operation.
- The technical specifications for IT systems and redundancy will be provided by ACSA e.g. (servers, cooling redundancy in data rooms, back-up power system, information back-up requirements, connectivity of systems to ACSA IT network, information storage devices) provided in Annexure B.
- The Vendor-Partner must design the system to be fully functional including all IT infrastructure components.
- The following components must be catered for if required.
 - All IT network infrastructure (switches),
 - All physical infrastructure (Cabling: both Fiber and copper)
 - Additional Wire centres including all supporting system line power and cooling.
 - Servers and Storage including backup storage.
 - End user devices (Laptops desktops and screens)
- ACSA IT will issue a Standards document with the tender to provide the Vendor-Partner with the required information to architect the IT infrastructure required for the solution. (Annexure B)
- Space in the Datacentre should be considered free issue in standard 19" racks.
- The bill of materials shall be provided to ACSA project team for review and final approval.
- The Vendor-Partner can engage the current incumbent contractors at their own risk to fulfill the IT infrastructure scope on their behalf, without the involvement of ACSA. The list will be supplied if requested.
- All maintenance and warranties of hardware and software must be transferred to the current incumbent contractors and should cover the period until their contract ends. This cost must be included in the costing of the submission.
- All Configurations for IT Infrastructure will be provided by ACSA IT for implementation.
- Integration must be done to the ACSA ESB and API system as described in the IT Standards. (Annexure B)
- All information/Data required in the Scope of Work must be published or be obtainable via the integration, i.e., via API calls or data feeds.

Information and data required:

Information or data requirements from the system is available in Annexure C - Information and Data requirements.

Screening image storage

All screening images /video must be stored on a storage system with full audit detail of every image/video (date, time, operator, location, bag-tag number (if available) and any other detail.) This must be stored using industry standard formats with relevant security measures in place to limit access to authorized personnel only via the Authentication and authorization system as described in the IT standards annexure. All images/videos must be kept for a minimum of 30 Days.

System Integration

The Vendor-Partner shall ensure that for all in-line screening machines the appropriate integration with the existing BHS takes place to ensure smooth operation of the system. This will include any corresponding updates to the BHS SCADA. HBS key performance indicators must be displayed on the existing BHS SCADA and must show (as a minimum) the live system throughput and reject rates for each terminal as a whole and for each machine individually. Integration with the SCADA includes the display and logging of noteworthy HBS alarms on the SCADA.

The Vendor-Partner shall ensure that the operational parameters of the system are designed to take into consideration HBS required bag tracking, conveyor speeds, lengths, and decision times and keep to efficient baggage processing.

General

The Vendor-Partner shall take the following factors into considerations during the implementation of this project:

- The requirement to synchronize the belt speed of conveying equipment to the processing speed and capacity of the HBS technology employed.
- The elimination of any potential 'bottlenecks' that may reduce current BHS throughput.
- Special care must be taken to ensure that inclines are minimised and that bags and/or straps may not get caught on system elements.
- The system design must not reduce the overall baggage system maximum throughput in any way.

The following factors also need to be taken into consideration when planning each HBS facility:

- a. Testing Phase
- b. Traffic Characteristics
- c. Passenger Traffic Flows – including peak demand.
- d. Baggage Types
- e. Demand Forecast
- f. General Constraints
- g. Space Requirement and Location
- h. Airport Structures
- i. Check-in Islands and Zones
- j. Existing Handling Facilities and Modes of Operation
- k. Operational Issues
- l. Current HBS Issues
- m. Detection Performance
- n. Throughput Reject Rates
- o. 'False Alarm' Rates
- p. Consistency with Passenger and Cabin Baggage Screening

- q. Space Requirements
- r. Integration with Layered Security Architectures
- s. Passenger Reconciliation
- t. Transfer and Transit Baggage
- u. Pre-Screening Prior to Check-in
- v. Size and Weight of Security Equipment
- w. Operation Environment of Equipment
- x. Redundancy of Equipment
- y. Operational Specifications of Equipment (including Staff Issues)
- z. Legislative Changes

The Implementation program will be performed at a time that the Airport will not be at peak capacity.

Enhanced Data Capture & Reporting

The HBS shall provide enhanced automated data capture regarding system operation, screening functions, and to provide for the ability to deliver captured data in a standard report format. A management Information system is required to provide statistical information regarding machine throughput, alarm rates and any error conditions.

All the information from the management and monitoring system must be available via the ESB/API system or industry standard Data Query languages (e.g. SQL, XQuery)

Cyber-Security

Maintain the construction of current ACSA network configuration (i.e., information sharing between components making up the system but not outside of the system) with documented additional connections to enable the operation of the section of Automation Elements.

The system must use the ACSA standard Authentication system for all user accounts. Authorisation can be achieved via internal controls of using the ACSA authentication system.

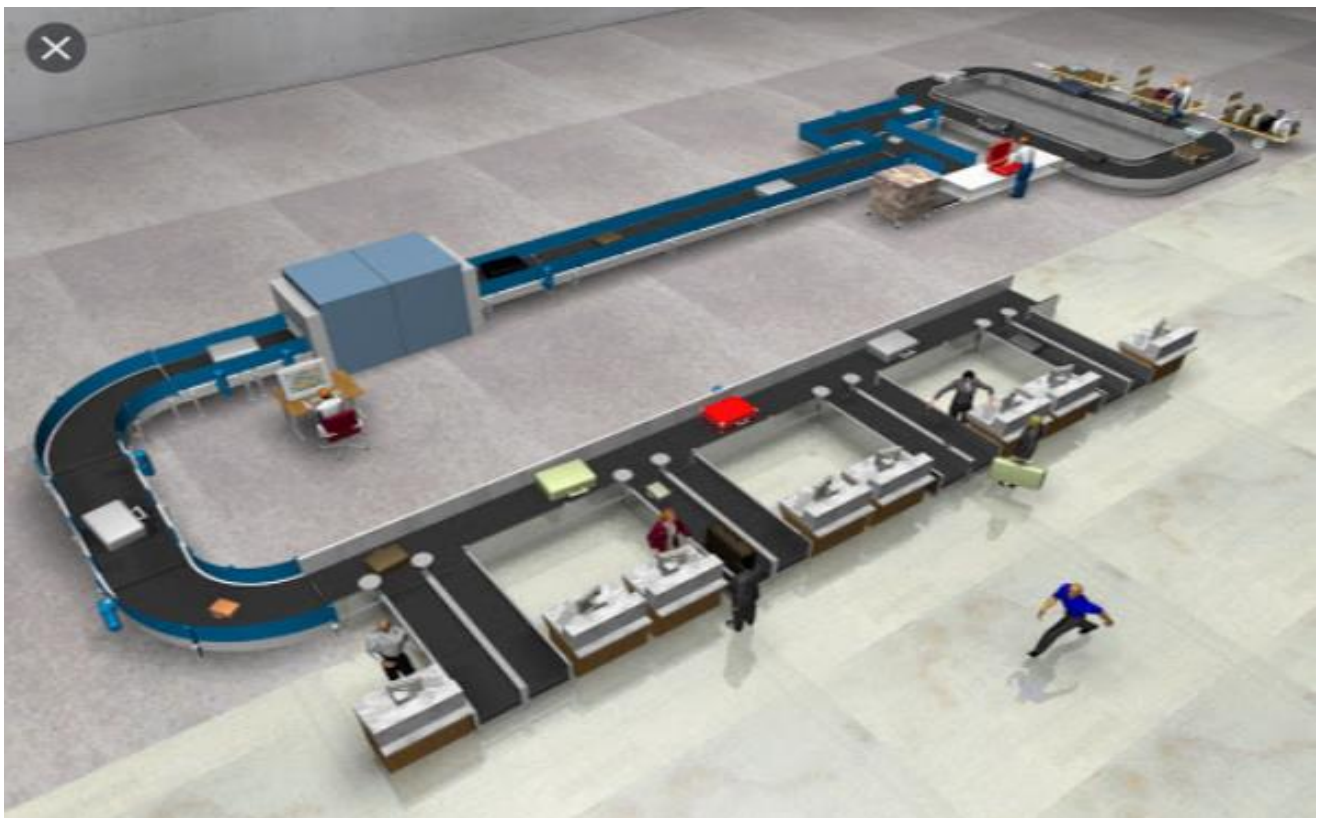
Screening Capacity

It is important to note that the security screening equipment has a life cycle of 15 years, thus the approach to screening capacity proposed by Bidders should target the maximum terminal design capacity. The table that follows outlines details of the security checkpoints, current operating capacity, and the target terminal design capacity.

Airport	Pax Peak (2040)	Bags Peak	Bag System Capacity	HBS Capacity Required	Approx. HBS Capacity Required (2040)	Combined / Dedicated HBS	Future Upgrades	Assumptions
ORTIA							None - replace Ter B system	
- Domestic	3100	4030	2400	4030	4030	TB		100% of Dom Bags in TB
- Intand Regional	4500	5850	3600	3452	3500	TA		Approx 60% of bags in TA based on no. of check-in desks
			3600	2339	2400	CTB		Approx 40% of bags in CTB based on no. of check-in desks
CTIA							Extend system part of T2 no HBS	
- Domestic	3000	3900	3350	4641	4600	CPU		
- Intand Reg	1900	2470						30% overlap of Int in Dom Peak Confirmed by OM
KSA							None - only part of Int Ter Ext	
- Domestic	2400	3120	2900	3211	3200	CTB		
- Intand Regional	700	930						Assume 10% overlap of Int in Dom Peak
CDSIA	1100	1430	N/A	1430	1400		Additional Check-in	
KPA	600	780	N/A	780	780		None	
George	750	975	N/A	975	980		Additional Check-in	
BFA	400	520	N/A	520	500		None	
Kimberley	250	325	N/A	325	300		None	
Uplington	90	117	N/A	117	120		None	

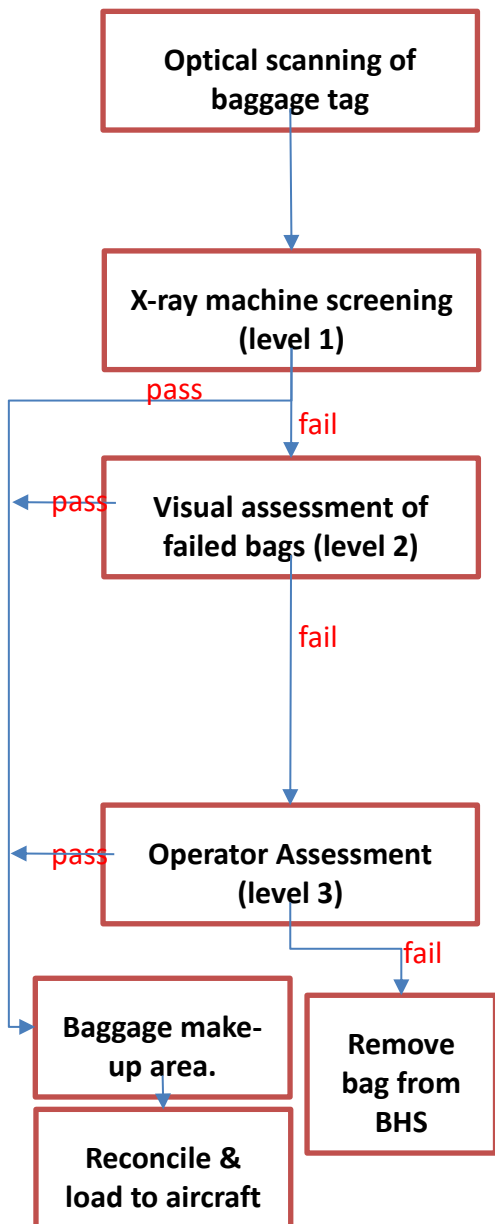
HBS Floor Space

ACSA shall provide dimensions of current HBS areas for all Airports. The floor space will set the boundary within which the proposed layout should be accommodated. The diagram below depicts a simplified schematic describing the movement of baggage.



Description of the process and steps of hold baggage screening

The description below provides a flowchart of a typical existing hold baggage screening system at a major ACSA airport.



- An array of optical scanners to read the bar code on the label attached on a bag.
 - This generates a unique number for the bag. This number is used to track the security decisions associated with the bag.
 - If the optical scanner is not working, a pseudo ID is generated
- The bag passes through the x-ray machine, EDtS (explosive detection tomography system) machine that detects based on a combination of atomic number and density of material.
 - A computer algorithm makes an assessment whether there are explosive compounds within the bag. This is referred to as level 1 screening.
- If the bag fails the computer assessment, an X-ray image its transferred via a network to a viewing area. Here, there is a visual assessment by an operator. This is called a Level 2 assessment.
 - The bag travels on a conveyor and the operator have approx. 20 seconds to make a decision on how to handle the bag.
 - Should the bag “pass” (be cleared), a diverter activates that the bag will continue its journey to the baggage make-up area as a cleared bag.
 - Should the bag “fail”, or no decision is made, the diverter will activate to divert the bag to the level 3 screening area utilizing a network of conveyors.
- The level 3 assessment allows unlimited time for an operator to assess the threat potential.
 - The bag will be scanned by a CTX (computer tomography x-ray) machine. This detects by high resolution 3D images (multiple x-ray measurements) and virtual slices (CAT scan) of the object.
 - Should the bag pass the level 3 assessment it will continue its journey to the baggage make-up
 - Should the bag fail the level 3 assessment it will be removed from the baggage handling system. Airline is informed and the passenger is brought to the point of inspection before the bag is physically opened.
- Bags that are loaded to the aircraft are reconciled with those checked in. (BRS)

NOTE: Provision is made for “out of gauge”(OOG) bags/objects. These are scanned by a larger machine with operator intervention before loading.

2.4 Pricing Schedule

Refer to FORM 5: PRICING SCHEDULE AND INSTRUCTIONS

SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

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

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7
Check if all the documents have been received.	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference.	Objective Criteria	Post tender negotiations. (If needed)	Security Vetting (If needed)

*Security vetting if deemed necessary.

3.3 Mandatory Requirements

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information ACSA will only consider bidders which have:

- Duly filled in Pricing Schedule – FORM 5.
- Attendance of the Compulsory Briefing – Attendance Register will be used for verification.
- All respondents to provide proof of previous projects where HBS upgrades have been performed and integrated successfully.

- A signed agreement with the Original Equipment Manufacturer (OEM) on the OEM letterhead and signed by designated/mandated executive. The agreement must include at the minimum the following:
 - Commitment to supply HBS screening equipment,
 - Commitment to provide support and technical know-how for the successful implementation of the solution, installation, and commissioning of the equipment.
 - Commitment that equipment will be supported throughout their life cycle through availability of spares.
 - Commitment to provide an after-sale support for a period of at least 15 years and inclusive of 2 years warranty.
 - Commitment to provide technical maintenance and operational training of ACSA staff.

NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.

No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury. Bidders must supply their unique number.

3.4 Local Content and Production

Not Applicable

3.5 Functionality

The functionality evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

Functionality Evaluation Criteria

The minimum threshold for functionality is the minimum threshold set for criterion/criteria and achieve a minimum of **60 points out of 100 points** for functionality for their tender to progress to the next stage. Tenderers are required to score the minimum threshold for each criterion to achieve the minimum qualifying score of 60 points as set out in the table below.

NB: It is mandatory that a minimum threshold is achieved in each criteria description to proceed to the next evaluation phase, should the minimum threshold be not achieved in any criteria description, a supplier will not proceed further to the evaluation stage.

Functionality Evaluation Summary		
Selection Criteria	Max Score	Min Score
1. Company experience	8	4
2. Company references	4	2
3. Critical Project Resources	10	7
4. Project Management Plan	4	2
5. Specifications	8	8
6. Cost Estimate (TCO)	4	2
7. Agreement with OEM	8	8
8. Evidence of test piece Performance	10	5
9. Processing Capacity	8	4
10. Performance Guarantees	8	4
11. Certification (Machine level)	8	4
12. Decommissioning and safe Disposal of HBS Screening Equipment Experience	4	2
13. Reliability Engineering Information	4	2
14. Maintenance Information	4	2
15. Quality Assurance	4	2
16. Subject Matter Expert Assessment	4	2
TOTAL	100	60

Functionality Evaluation Summary											
Selection Criteria	Description of Quality criteria	Max Score	Min Score								
1. Company experience	Bidder must provide proof of company experience in installation and maintenance (ad hoc, preventative, and equipment recondition) of detection and screening equipment, as well as the ability to achieve planned equipment life cycle costing or forecasted annual maintenance costs and availability targets.	8	4								
	<table border="1"> <thead> <tr> <th>Component</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Less than 3 Sites / Projects of installation</td> <td>0</td> </tr> <tr> <td>3 Sites / Projects of installation</td> <td>4</td> </tr> <tr> <td>3 Sites / Projects of installation + Maintenance (ad hoc, preventative, and equipment reconditioning or upgrades)</td> <td>+8</td> </tr> </tbody> </table>			Component	Score	Less than 3 Sites / Projects of installation	0	3 Sites / Projects of installation	4	3 Sites / Projects of installation + Maintenance (ad hoc, preventative, and equipment reconditioning or upgrades)	+8
	Component			Score							
	Less than 3 Sites / Projects of installation			0							
	3 Sites / Projects of installation			4							
3 Sites / Projects of installation + Maintenance (ad hoc, preventative, and equipment reconditioning or upgrades)	+8										
2. Company references	Reference letters (clients letter head corresponding to experience in section 1 above) from three (3) contactable references for where Security Screening equipment works or projects were executed. At a minimum the reference letters must include successful implementation of the solution, realization of the design during beneficial operation without post implementation complications, implementation on time and within budget.	4	2								
	<table border="1"> <thead> <tr> <th>Component</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td><3 References</td> <td>0</td> </tr> <tr> <td>3 References</td> <td>2</td> </tr> <tr> <td>>3 References</td> <td>4</td> </tr> </tbody> </table>			Component	Score	<3 References	0	3 References	2	>3 References	4
	Component			Score							
	<3 References			0							
	3 References			2							
>3 References	4										
3. Critical Project Resources	Project Manager: The project manager must have adequate experience in project management of brown fields projects and relevant experience in dealing project governance issues such as stakeholder management, risk management, issues management, project assurance, and operational interface management.	10	7								
	I.Relevant Project management experience (details and reference to be supplied on the CV)										

	<table border="1"> <tr> <td>>5 years</td> <td>3 – 5 Years</td> <td><3 Years</td> </tr> <tr> <td>1</td> <td>0.5</td> <td>0</td> </tr> </table> <p>II. Brown fields developments: Successful project implementation with live business/infrastructure (<i>Attach project portfolio summary</i>)</p> <table border="1"> <tr> <td>More than 22 Projects</td> <td>Less than 22 Projects</td> </tr> <tr> <td>1</td> <td>0</td> </tr> </table> <p>III. Successful stakeholder management (<i>sanitised stakeholder matrix /interface matrix from previous works</i>)</p> <table border="1"> <tr> <td>Matrix Provided</td> <td>Matrix not Provided</td> </tr> <tr> <td>1</td> <td>0</td> </tr> </table> <p>IV. Relevant Education & Qualification (<i>qualification certificate to be provided</i>)</p> <table border="1"> <tr> <td>>NDip</td> <td>NDip</td> <td><NDip</td> </tr> <tr> <td>0.5</td> <td>0.2</td> <td>0</td> </tr> </table>	>5 years	3 – 5 Years	<3 Years	1	0.5	0	More than 22 Projects	Less than 22 Projects	1	0	Matrix Provided	Matrix not Provided	1	0	>NDip	NDip	<NDip	0.5	0.2	0		
>5 years	3 – 5 Years	<3 Years																					
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1	0																						
Matrix Provided	Matrix not Provided																						
1	0																						
>NDip	NDip	<NDip																					
0.5	0.2	0																					
	<p>Lead Engineer:</p> <p>The Lead engineer must have design and commissioning experience in Integrated Hold Baggage Screening Systems,</p> <p>I. Relevant design experience (<i>details and reference to be supplied on the CV</i>)</p> <table border="1"> <tr> <td>>5 years</td> <td>3 – 5 Years</td> <td><3 Years</td> </tr> <tr> <td>1</td> <td>0.5</td> <td>0</td> </tr> </table> <p>II. Relevant Education and Qualification (<i>qualification certificate to be provided</i>)</p> <table border="1"> <tr> <td>> BTech + Pr Tech Eng</td> <td>BTech/BSc Eng/</td> <td><BTech</td> </tr> <tr> <td>0.5</td> <td>0.2</td> <td>0</td> </tr> </table>	>5 years	3 – 5 Years	<3 Years	1	0.5	0	> BTech + Pr Tech Eng	BTech/BSc Eng/	<BTech	0.5	0.2	0										
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1	0.5	0																					
> BTech + Pr Tech Eng	BTech/BSc Eng/	<BTech																					
0.5	0.2	0																					
	<p>Lead Technician</p> <p>The Lead Technician must have as a minimum a National Diploma and relevant experience in doing ad-hoc maintenance, preventative maintenance, and</p>																						

	<p>advanced troubleshooting of security screening equipment.</p> <p>I.Relevant maintenance experience <i>(details and reference to be supplied on the CV)</i></p> <table border="1"> <thead> <tr> <th>>5 years</th> <th>3 – 5 Years</th> <th><3 Years</th> </tr> </thead> <tbody> <tr> <td>0.5</td> <td>0.2</td> <td>0</td> </tr> </tbody> </table> <p>II.Relevant Education <i>(qualification certificate to be provided)</i></p> <table border="1"> <thead> <tr> <th>>NDip</th> <th>NDip</th> <th><NDip</th> </tr> </thead> <tbody> <tr> <td>0.5</td> <td>0.2</td> <td>0</td> </tr> </tbody> </table>	>5 years	3 – 5 Years	<3 Years	0.5	0.2	0	>NDip	NDip	<NDip	0.5	0.2	0		
>5 years	3 – 5 Years	<3 Years													
0.5	0.2	0													
>NDip	NDip	<NDip													
0.5	0.2	0													
	<p>Professional Engineering Services/Consultant: Structural</p> <p>It is the responsibility of the bidder to ensure that the proposed solution is accommodated within the plot space of current equipment. Furthermore, the infrastructure integrity should not be compromised with the installation (load bearing, strength, and stability). The structural integrity assessment shall be conducted and signed-off or approval by a relevant structural/civil engineering professional.</p> <p>I.Civil/Structural Engineering Qualification & ECSA Professional Registration <i>(qualification certificate to be provided)</i></p> <table border="1"> <thead> <tr> <th>>BEng/ BSc Eng + Pr Eng or BTech + Pr Tech Eng</th> <th>< BTech or No Pr Eng/Pr Tech Eng</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>0</td> </tr> </tbody> </table>	>BEng/ BSc Eng + Pr Eng or BTech + Pr Tech Eng	< BTech or No Pr Eng/Pr Tech Eng	2	0										
>BEng/ BSc Eng + Pr Eng or BTech + Pr Tech Eng	< BTech or No Pr Eng/Pr Tech Eng														
2	0														
	<p>Professional Engineering Services/Consultant: Electrical</p> <p>It is the responsibility of the bidder to ensure that the proposed solutions power requirements are met by tapping electrical power from the power tap-off provided by ACSA. The electrical reticulation design which also includes safe shut-off instruments and equipment and ability to switch over to back-up power in the event of grid failure shall be approved by an electrical engineering professional engineering.</p> <p>I.Electrical Engineering Qualification & ECSA Professional Registration <i>(qualification certificate to be provided)</i></p> <table border="1"> <thead> <tr> <th>>BEng/ BSc Eng + Pr Eng or BTech + Pr Tech Eng</th> <th>< BTech or No Pr Eng/Pr Tech Eng</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>	>BEng/ BSc Eng + Pr Eng or BTech + Pr Tech Eng	< BTech or No Pr Eng/Pr Tech Eng												
>BEng/ BSc Eng + Pr Eng or BTech + Pr Tech Eng	< BTech or No Pr Eng/Pr Tech Eng														

	2	0										
4. Project Management Plan	<p>The Bidder must provide a detailed project implementation project document which includes Project Execution Plan, Project Schedule, Risk Management Plan, Stakeholder Management Plan, Airport Interface Management, Work permit, and Safety Management for the contract duration of 3 years ONLY for evaluation purposes.</p> <table border="1"> <thead> <tr> <th>Component</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>No project implementation plan</td> <td>0</td> </tr> <tr> <td>Incomplete Project Implementation Plan (Without all the required details)</td> <td>2</td> </tr> <tr> <td>Project Implementation plan which includes: <ul style="list-style-type: none"> • Project Execution Plan • Project Schedule Plan • Risk Management Plan • Stakeholder Management Plan • Project Interface Management • Work permit and Safety Management </td> <td>4</td> </tr> </tbody> </table>		Component	Score	No project implementation plan	0	Incomplete Project Implementation Plan (Without all the required details)	2	Project Implementation plan which includes: <ul style="list-style-type: none"> • Project Execution Plan • Project Schedule Plan • Risk Management Plan • Stakeholder Management Plan • Project Interface Management • Work permit and Safety Management 	4	4	2
Component	Score											
No project implementation plan	0											
Incomplete Project Implementation Plan (Without all the required details)	2											
Project Implementation plan which includes: <ul style="list-style-type: none"> • Project Execution Plan • Project Schedule Plan • Risk Management Plan • Stakeholder Management Plan • Project Interface Management • Work permit and Safety Management 	4											
5. Specifications	<p>To score full points, the proof of specification must contain ALL the specification stated in Appendix A: Functional requirements above. The designs must be in line with the floor plans as provided in the appendices as well as stipulated processing rate.</p> <p>Failure to submit proof of all specifications will result in the bidder scoring 0.</p> <table border="1"> <thead> <tr> <th>Component</th> <th>Compliance with all requirements</th> <th>Non-compliance with any one of the requirements</th> </tr> </thead> <tbody> <tr> <td>3D capable machine</td> <td>2</td> <td>0</td> </tr> </tbody> </table>		Component	Compliance with all requirements	Non-compliance with any one of the requirements	3D capable machine	2	0	8	8		
Component	Compliance with all requirements	Non-compliance with any one of the requirements										
3D capable machine	2	0										

	CTX machines	type2	0		
	BHS integration	2	0		
	IATA Compliance Requirements	2	0		
6. Cost Estimate (TCO)	Component	Compliance with all requirements	Non-compliance with any one of the requirements		
	Class 3 cost estimate per Appendix E (of the DR)	2	0		
	Class 2 cost estimate breakdown per Appendix E (of the DR) + Maintenance costs breakdown	3	0	4	2
	Class 1 cost estimate breakdown per Appendix E (of the DR) + Maintenance costs breakdown	4	0		
7. Agreement with OEM	<p>A signed agreement with the Original Equipment Manufacturer (OEM) on the OEM letterhead and signed by designated/mandated executive. The agreement must include the following:</p> <ul style="list-style-type: none"> • Commitment to supply screening equipment, to support and technical know-how for the successful implementation of the solution, installation, and commissioning of the equipment. • Commitment to provide an after-sale support for a period of 15 years 			8	8
	Component	Evidence Provided	Evidence provided	no	
	Supply, Installation, and Commissioning	4	0		

	After Sales Support	4	0		
8. Evidence of Test Piece Performance	Evidence that all equipment has successfully performed against the test pieces and that the test pieces are accredited by ECAC and / or TSA.			10	5
	Component	Evidence Provided	Evidence not provided		
	3D capable machine	5	0		
	CTX type machines	5	0		
9. Processing Capacity	The bidder adequately demonstrates that the current BHS throughput will not be reduced.			8	4
	HBS system design capacity	Score			
	Less	0			
	The same	4			
	More	8			
10. Performance Guarantees	The physical equipment and system performance guarantee shall be demonstrated during the reliability test run for a period of 45 days.			8	4
	Component	Provided	Not Provided		
	Guarantee performance at the target life cycle cost.	2	0		
	Guarantee the time design basis will not be breached for level 1 and 2	2	0		
	Cycle time (intervals) before preventative maintenance service.	2	0		
	Guarantee the on-line availability and reliability of the equipment over the useful lifespan.	2	0		

11. Certification(Machine Level)	The bidder must provide a valid Transport Security Administration (TSA) and / or European Civil Aviation Committee (ECAC) (On the OEM letterhead and signed by designated/mandated executive)	8	4										
	<table border="1"> <thead> <tr> <th data-bbox="518 488 826 539">Component</th> <th data-bbox="826 488 1070 539">Certified</th> <th data-bbox="1070 488 1300 539">Not Certified</th> </tr> </thead> <tbody> <tr> <td data-bbox="518 539 826 591">3D capable machine</td> <td data-bbox="826 539 1070 591">4</td> <td data-bbox="1070 539 1300 591">0</td> </tr> <tr> <td data-bbox="518 591 826 642">CTX type machine</td> <td data-bbox="826 591 1070 642">4</td> <td data-bbox="1070 591 1300 642">0</td> </tr> </tbody> </table>			Component	Certified	Not Certified	3D capable machine	4	0	CTX type machine	4	0	
Component	Certified			Not Certified									
3D capable machine	4			0									
CTX type machine	4	0											
12. Decommissioning of Screening Equipment Experience	<table border="1"> <thead> <tr> <th data-bbox="518 701 1070 752">Component</th> <th data-bbox="1070 701 1300 752">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="518 752 1070 864">No experience</td> <td data-bbox="1070 752 1300 864">0</td> </tr> <tr> <td data-bbox="518 864 1070 976">Prior experience through self-execution or the use of the third party.</td> <td data-bbox="1070 864 1300 976">2</td> </tr> <tr> <td data-bbox="518 976 1070 1088">Prior experience + successful reconditioning and extension of useful life.</td> <td data-bbox="1070 976 1300 1088">3</td> </tr> <tr> <td data-bbox="518 1088 1070 1265">Prior Experience + The ability to monetise the equipment with Benefit to the disposing party (ACSA).</td> <td data-bbox="1070 1088 1300 1265">4</td> </tr> </tbody> </table>	Component	Score	No experience	0	Prior experience through self-execution or the use of the third party.	2	Prior experience + successful reconditioning and extension of useful life.	3	Prior Experience + The ability to monetise the equipment with Benefit to the disposing party (ACSA).	4	4	2
Component	Score												
No experience	0												
Prior experience through self-execution or the use of the third party.	2												
Prior experience + successful reconditioning and extension of useful life.	3												
Prior Experience + The ability to monetise the equipment with Benefit to the disposing party (ACSA).	4												
13. Reliability Engineering Information	The reliability engineering information shall contain the following statistics and targets as a minimum: <ul style="list-style-type: none"> • Mean time to repair from breakdowns • Mean time before failures • Availability <table border="1"> <thead> <tr> <th data-bbox="518 1469 1023 1520">Component</th> <th data-bbox="1023 1469 1252 1520">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="518 1520 1023 1632">Reliability Engineering information not provided</td> <td data-bbox="1023 1520 1252 1632">0</td> </tr> <tr> <td data-bbox="518 1632 1023 1744">Reliability Engineering information without required minimum information</td> <td data-bbox="1023 1632 1252 1744">2</td> </tr> <tr> <td data-bbox="518 1744 1023 1832">Reliability Engineering information with minimum required information</td> <td data-bbox="1023 1744 1252 1832">4</td> </tr> </tbody> </table>	Component	Score	Reliability Engineering information not provided	0	Reliability Engineering information without required minimum information	2	Reliability Engineering information with minimum required information	4	4	2		
Component	Score												
Reliability Engineering information not provided	0												
Reliability Engineering information without required minimum information	2												
Reliability Engineering information with minimum required information	4												
14. Maintenance Information	A detailed Maintenance information pack containing the following information as a minimum shall be provided: <ul style="list-style-type: none"> • Maintenance catalogues containing frequency of inspections and items/components to be inspected. 	4	2										

	<ul style="list-style-type: none"> Maintenance cost curve for the duration of the asset Maintenance cost curve that provides detail of the major components and cost items <table border="1" data-bbox="518 555 1252 922"> <thead> <tr> <th>Component</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Maintenance Information pack not provided</td> <td>0</td> </tr> <tr> <td>Maintenance Information pack without required minimum information</td> <td>2</td> </tr> <tr> <td>Maintenance Information pack with minimum required information</td> <td>4</td> </tr> </tbody> </table>	Component	Score	Maintenance Information pack not provided	0	Maintenance Information pack without required minimum information	2	Maintenance Information pack with minimum required information	4		
Component	Score										
Maintenance Information pack not provided	0										
Maintenance Information pack without required minimum information	2										
Maintenance Information pack with minimum required information	4										
<p>15. Quality Assurance</p>	<p>A detailed Quality Assurance Program shall be provided and shall contain the following as a minimum:</p> <ul style="list-style-type: none"> Typical Check-sheets to be used during inspections/assessments. Ability to connect the quality control measure to the code of practice/Regulation. <table border="1" data-bbox="518 1303 1252 1630"> <thead> <tr> <th>Component</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>Quality Assurance Program not provided</td> <td>0</td> </tr> <tr> <td>Quality Assurance Program without required minimum information</td> <td>2</td> </tr> <tr> <td>Quality Assurance with minimum required information</td> <td>4</td> </tr> </tbody> </table>	Component	Score	Quality Assurance Program not provided	0	Quality Assurance Program without required minimum information	2	Quality Assurance with minimum required information	4	<p>4</p>	<p>2</p>
Component	Score										
Quality Assurance Program not provided	0										
Quality Assurance Program without required minimum information	2										
Quality Assurance with minimum required information	4										
<p>16. Subject Matter Expert Assessment</p>	<p>The following information shall be provided as a minimum pertaining Subject Matter Expert (SME) assessment:</p> <ul style="list-style-type: none"> Sample reports/due diligence reports that will be presented to ACSA. Clearly showing the headline items that will be reported against Typical qualifications and experience of SME <table border="1" data-bbox="518 2087 1252 2136"> <thead> <tr> <th>Component</th> <th>Score</th> </tr> </thead> <tbody> </tbody> </table>	Component	Score	<p>4</p>	<p>2</p>						
Component	Score										

	SME Assessment information not provided	0		
	SME Assessment information without required minimum information	2		
	SME Assessment information with minimum required information	4		
TOTAL			100	60

3.5.1. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **90/10** Price will amount to **90 points**, whilst preference will be **10 points**. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exist, justifying an award to another bidder or ACSA splits the award or cancels the bid, *etcetera*.

A maximum of 80 points will be allocated for price based on the following formulae:

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{max}} \right)$$

Where:

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

Please refer to **Pricing Instructions and Schedule FORM 5**

Bidders are requested to submit B-BBEE certificates. In the event of a tie on points for two or more bidders, the contract will be awarded to a bidder/s that scored the highest points for specific goals. If two or more entities score the same points for specific goals, the award will be decided by drawing of lots.

Identification of Preference Point System.

In terms of Regulation 3 (1 and 2) of the Preferential Procurement Regulations of 2022:

- A. An organ of state must, in the tender documents, stipulate—
- (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7.
 - (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.
- B. If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

Evaluation of Preference

ACSA will score specific goals out of 10 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 10. ACSA will not disqualify the bidder.

The following goals as per ACSA's Transformation Policy will form part of this bid/tender. In terms of this bid/tender, Preference points will be awarded in terms of the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Bidders must submit their valid Broad Based Black Economic Empowerment (B-BBEE) Certificates together with the supporting documentation (workings) of the certificate. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- (a) Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- (b) A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- (c) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- (d) Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- (e) A consortium or joint venture must provide a joint venture agreement.
- (f) In the event that there is a split up / break away / termination of the partnership / joint venture / consortium, your appointment to the panel will be terminated.
- (g) The certificate must be in the bidder's name, where the service is subcontracting (through sub- contracting / joint venture); the bidder must also attach the PSIRA certificate of the sub-contract or the JV partner.
- (h) The certificate must be in both the bidders name and the appointed sub-contractor. In the case the service is sub-contracted the bidder must attach the documentation confirming the JV or sub-contractor.
- (i) In the event a trust, JV, sub-contracting, or consortium exists the principal contractor, each need to submit mandatory legislative requirements documentation as per mandatory requirements.
- (j) A person will not be awarded points for B-BBEE status level if it is indicated in the bid

documents that such a bidder intends sub-contracting more than 30% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- (k) A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

3.5.2. Objective Criteria

3.5.2.1. In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks *etcetera*. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.

3.5.2.2. Prescribed objective criteria for this bid.

The objective criteria chosen and advanced in this RFPs or RFQs are as follows:

- 3.5.2.2.1. ACSA requires sub-contracting for this bid to local black owned EMEs and/or QSEs as an objective criterion for local economic empowerment. The subcontracted bidders must all have the relevant CSD registration.
- 3.5.2.2.2. Together with the subcontracting, bidders must provide ACSA with a proposal on the promotion of SMMEs.

SECTION 4: RETURNABLE DOCUMENTS

4.1 Mandatory Returnable documents

ACSA will disqualify from the bid process any bidder that has failed to submit mandatory returnable documents and information. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not. The mandatory documents and information are as follows:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>FORM 5: Priced offer as per Pricing Instruction and Schedule</i>	
<i>ATTENDANCE OF COMPULSORY BRIEFING</i>	To be verified in the Briefing Attendance Register
All respondents to provide proof of previous projects where HBS upgrades have been performed and integrated successfully.	
<p>A signed agreement with the Original Equipment Manufacturer (OEM) on the OEM letterhead and signed by designated/mandated executive. The agreement must include at the minimum the following:</p> <ul style="list-style-type: none"> ○ Commitment to supply HBS screening equipment, ○ Commitment to provide support and technical know-how for the successful implementation of the solution, installation, and commissioning of the equipment. ○ Commitment that equipment will be supported throughout their life cycle through availability of spares. ○ Commitment to provide an after-sale support for a period of at least 15 years and inclusive of 2 years warranty. ○ Commitment to provide technical maintenance and operational training of ACSA staff. 	

4.2 Other Returnable Documents and information

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder. The documents are as follows:

RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>FORM 5.1: Declaration of Interest Form and Politically Exposed Persons</i>	
<i>FORM 5.2: SBD 4 Bidder's Disclosure Form</i>	
<i>FORM 5.3: SBD 6.1 Preference Points Claim Form</i>	
<i>FORM 5.4: SBD 6.2 Declaration for local content and production for PPPFA designated sectors – NOT APPLICABLE</i>	
<i>FORM 5.5: Confidentiality and Non- Disclosure Agreement</i>	
<i>FORM 5.6: Acceptance of Terms and Conditions of RFP And Bidder's Particulars</i>	
<i>FORM 5.7: Certificate of Authority to Sign Tender</i>	
<i>FORM 5.8: Certificate of Authority of Joint Ventures (where applicable)</i>	
<i>FORM 5.9: Joint Venture (JV) Agreement (If applicable)</i>	
<i>FORM 5.10: Contract (Separate Document)</i>	
<i>FORM 5.11: All Mandatory Criteria Documents for this Tender</i>	
<i>FORM 5.12: All Functional Criteria Documents for this Tender</i>	
<i>FORM 5.13: Company profile, executive summary, and organogram</i>	
<i>FORM 5.14: BBBEE Certificate and Scorecard</i>	
<i>FORM 5.15: Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>FORM 5.16: Certified Copies of Identity documents of Directors, / Trustees / Members / Shareholders and Senior management</i>	
<i>FORM 5.17: Certificate of Incorporation</i>	
<i>FORM 5.18: Central Supplier Database Report (CSD)</i>	

<p>FORM 5.19: <i>Latest audited financial statements/management accounts</i></p>	
---	--

4.3 Validity of submitted information.

Bidders must ensure that any document or information which has been submitted in pursuance to this bid remains valid for the duration of the contract period (in the event where a validity document expires an updated document must be submitted). The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

SECTION 5: RETURNABLE DOCUMENTS

FORM 5: PRICING SCHEDULE

PLEASE REFER TO THE PRICING SCHEDULE PROVIDED IN THE NEC 3 ECC CONTRACT DOCUMENT

Signed

Date

Name

Position

Tenderer

.....

.....

.....

.....

FORM 5.1: DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, ACSA requires bidders to declare if they have Politically Exposed Persons (PEP) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP are individuals who are or have been entrusted with prominent public functions in the country or a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves. PEP status in the following areas shall be declared:

- Current or former senior official in the executive, legislative, administrative, military, or judicial branch of government or foreign government (elected or not)
- A senior official of a major political party or major foreign political party;
- A senior executive of government owned commercial enterprise
- or a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual;
- A related and or inter-related immediate member of such individual; meaning spouse, parents, siblings, children, and spouse's parents or siblings etc

5.1.1 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

Where a relationship or PEP/DPIP conflict of interest exists, please provide details of the ACSA employee or official and the extent of the relationship below

PEP/DPIP Declaration

DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

Full Names of Directors / Trustees / Members / Shareholders/ Senior Management of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number

5.1.2.I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.

Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder

5. 2 BIDDER'S DISCLOSURE FORM SBD 4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

FORM 5.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **exceed R 50 000 000** (all applicable taxes included) and therefore the **90/10 preference** point system shall be applicable: or

b) The **10-preference** point system will be applicable to this bid

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference.

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

	POINTS
PRICE	90
PREFERENCE	10
Total points for Price and Preference must not exceed	100

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 .

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of works, goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

- (c) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“functionality”** means the ability of a bidder to provide works, goods or services in accordance with specifications as set out in the bid documents.
- “prices”** includes all applicable taxes less all unconditional discounts;
- (e) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (f) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

“rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

- 4.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.
- 4.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 4.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



5. PREFERENCE CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

5.1 Preference: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of audited Shareholders Certificates, and B-BBEE Certificate and Scorecard, or Sworn BEE Affidavit in line with the relevant B-BBEE Sector Code.

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- Foreign Company (Not Registered in South Africa)

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION *[TICK APPLICABLE BOX]*

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

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

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the audited Shareholders Certificate, the BEE Scorecard, or Sworn BEE Affidavit indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;

If the audited Shareholders Certificate, the BEE Scorecard, or Sworn BEE Affidavit has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
- (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.

WITNESSES
1.
2.

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

5.4 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2 *(Not applicable)*

Form 5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

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 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; 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);

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”.

- 1.2 ““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;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “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 -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 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 authorized 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 Thami.Mncube@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 **3 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.

7.3

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 domicile 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 domicile 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 domicile 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 5.6: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)

Airports Company South Africa Limited.

 Proposal No: *COR7521/2024/RFP*
1. Bidder's Name and Contract Details

Bidder:	
Physical Address:	
Correspondence to be addressed to:	
Phone numbers:	
Email Address:	
Contact Person:	

2. Proposal Certification

We hereby submit a Proposal in respect of the Hold Baggage Screening System project in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.
- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting Airport Company South Africa

- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *eighty-four (84) days* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2024
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



FORM 5.7: CERTIFICATE OF AUTHORITY TO SIGN TENDER

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.

Signed

Date

Name

Position

Tenderer

FORM 5.8: 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 AUTHORIZED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

FORM 5.9: JOINT VENTURE (JV) AGREEMENT (IF APPLICABLE)

Bidder to attach duly signed agreement/Memorandum of understanding between the parties.

Signed Date _____

Name Position _____

Tender

FORM 5.10: NEC ECC3 AND MAINTENANCE CONTRACT

Document provided as a separate annexure to this Tender.

Signed Date _____

Name Position _____

Tender

FORM 5.11: ALL MANDATORY CRITERIA DOCUMENTS REQUIRED FOR THIS TENDER
BIDDERS TO INSERT ANY ADDITIONAL RETURNABLE REQUIREMENTS UNDER MANDATORY SECTION HERE

**FORM 5.12: ALL FUNCTIONAL CRITERIA DOCUMENTS AS PER SECTION 3.5 OF THIS TENDER
DOCUMENT**

**BIDDERS TO ATTACH OTHER RETURNABLE DOCUMENTS UNDER THE FUNCTIONAL CRITERIA AS
SPECIFIED IN SECTION 3.5 OF THIS TENDER DOCUMENT**

Signed Date _____

Name Position _____

Tender

FORM 5.13: COMPANY PROFILE, EXECUTIVE SUMMARY, AND ORGANOGRAM

Bidder to provide brief summary of their organisation and include their organisation's Organogram relevant to this opportunity with names, (starting with the Managing Directors/CEO)

Signed Date _____

Name Position _____

Tender

FORM 5.14: BEE CERTIFICATE AND SCORECARD

Signed Date _____

Name Position _____

Tender

FORM 5.15: TAX PIN NUMBER

ACSA MAY NOT AWARD TO A BIDDER WHOSE TAX AFFAIRS HAVE NOT BEEN DECLARED TO BE IN ORDERS BY SARS

Signed Date _____

Name Position _____

Tender

**FORM 5.16: CERTIFIED COPIES OF IDENTITY DOCUMENTS OF DIRECTORS, / TRUSTEES / MEMBERS /
SHAREHOLDERS AND SENIOR MANAGEMENT**

Signed Date _____

Name Position _____

Tender

FORM 5.17: CERTIFICATE OF INCORPORATION

Signed Date _____

Name Position _____

Tender

FORM 5.18: CENTRAL SUPPLIER DATABASE REPORT (CSD)

Signed Date _____

Name Position _____

Tender

FORM 5.19: LATEST AUDITED FINANCIAL STATEMENTS/MANAGEMENT ACCOUNTS

Signed Date _____

Name Position _____

Tender