

BID DOCUMENT

**FOR THE
REQUEST FOR QUOTATIONS FOR THE APPOINTMENT OF AN ELECTRICAL CONTRACTOR
FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF A SF6 FREE 5-WAY
MOTORIZED RING MAIN UNIT (RMU) FOR TERMINAL 1 SUBSTATION AT CAPE TOWN
INTERNATIONAL AIRPORT FOR THE PERIOD OF 1 YEAR.**

Bid Reference Number: 72565

DATE OF ISSUE: 10th March 2025

Issued by
Airports Company South Africa
.....**Airport**

Note:

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

VOLUME 1

NAME OF BIDDER:

PART A

SBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	RFQ 72565	CLOSING DATE:	17 th April 2025	CLOSING TIME:	12:00pm
DESCRIPTION	APPOINTENET OF AN ELECTRICAL CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF A SF6 FREE 5-WAY MOTORIZED RING MAIN UNIT (RMU) FOR TERMINAL 1 SUBSTATION AT CAPE TOWN INTERNATIONAL AIRPORT FOR THE PERIOD OF 1 YEAR.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Submission to be emailed to : masana.sithole@airports.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Masana Sithole		CONTACT PERSON	N/A	
TELEPHONE NUMBER	011 723 7946		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	masana.sithole@airports.co.za		E-MAIL ADDRESS	masana.sithole@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

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

DATE:

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for the ELECTRICAL CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF A SF6 FREE 5-WAY MOTORIZED RING MAIN UNIT (RMU) FOR TERMINAL 1 SUBSTATION AT CAPE TOWN INTERNATIONAL AIRPORT FOR THE PERIOD OF 1 YEAR at Airports Company of South Africa-O.R. Tambo International Airport.**

Only tenderers who are a CIDB contractor grading of **...3EP....** or higher as stated on the Tender Data may submit tender offers.

CIDB NOTICE /I- TENDER NOTICE: Both Platforms

TENDER DOCUMENT AVAILABILITY

Tender document are available from , for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) .

KINDLY PRINT AND COMPLETE.

Queries relating to the issue of these documents may be addressed to

E-mail address: masana.sithole@airports.co.za

Closing date for enquiries is **24th March 2025**

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

COMPULSORY BRIEFING

A compulsory clarification meeting with representatives of the Employer will take place in person on the **18th March 2025 @ 10:30 at: Cape Town International Airport Southern Office Block (SOB) Conference Centre**

The site inspection will take place directly after the compulsory briefing session. The site inspection is compulsory, and these inspections will provide you with a more understanding of the airport and what is required for this tender/contract.

Bidders are required to bring the following for the site inspection at both airports:

- ID document or driver's license
- Safety Boots
- Reflector Vest

Closing Date

The closing time for receipt of tenders is **Thursday, 17th April 2025 at 12:00am** (South African Time).

Tenders must be submitted by email: masana.sithole@airports.co.za .

Submission of Bid Documents

- Submit bids during working hours Monday to Friday as there may not be anyone available to receive bids outside working hours.
- The Bid Register must be completed when submitting/depositing the tender document – Ensure that the persons delivering the tender document is aware of this. The Register will require the name of the Tendering Entity; Name and contact details of the person at the tendering entity.
- This Bid document and the contract document must be completed and returned in it's entirety together with the necessary supporting information.
- **The bidder must submit bids in Printed (1 Original and 1 Copy)**. Bids must be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Tenderer's name and contact details, Tender Reference Number and Tender Description.
- Tenders may only be submitted on the tender documentation that is issued.

Late Bids

Bids which are submitted after the closing date and time **will not** be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids.

Airports Company South Africa SOC Limited will not be liable for any late bids.

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 Tender Data

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

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

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender data</p> <p style="padding-left: 40px;">T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Returnable Document</p> <p style="padding-left: 40px;">T2 List of returnable documents</p> <p style="padding-left: 40px;">T2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p style="padding-left: 40px;">C1.1 Form of offer and acceptance</p> <p style="padding-left: 40px;">C1.2 Contract data</p> <p>Part C2: Pricing Schedule</p> <p style="padding-left: 40px;">C2.1 Pricing Assumptions</p> <p style="padding-left: 40px;">C2.2 Pricing/Activity Schedules</p> <p>Part C3: Works Information / Scope of work</p> <p>Part C4: Site information</p>
C.1.4	<p>The Employer's Agent is: Masana Sithole</p> <p>Email address: masana.sithole@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p>

	<p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p> <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>Refer Mandatory Criteria as listed in C3.11</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>Compulsory Briefing Session at Cape Town International Airport Southern Office Block (SOB) Conference Centre @ 10:30am 18th March 2025.....</p> <p>The arrangements for the above are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of 24th March 2025.</p>

C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered.</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus PLUS one (1) copy AND in electronic format (USB Flash Drive) , with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Email submission: masana.sithole@airports.co.za</p>

	<p>Identification details: Bid Ref. No: 72565</p> <p>Closing Date: Friday, 17th April 2025 at 12:00pm</p> <p style="text-align: center;">TITLE: ELECTRICAL CONTRACTOR FOR THE SUPPLY, INSTALLATION AND COMMISSIONING OF A SF6 FREE 5-WAY MOTORIZED RING MAIN UNIT (RMU) FOR TERMINAL 1 SUBSTATION AT CAPE TOWN INTERNATIONAL AIRPORT FOR THE PERIOD OF 1 YEAR</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for 12 weeks (84 days) for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification by 28th March 2025 @ 16:00pm</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until ten (10) working days before the tender closing time.</p>

C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>Opening of tender submissions N/A</p> <p>There will be public opening of tenders after the closing date and time at xxxxxxxxxx. Tender opening register will be uploaded on National Treasury e-tenders website.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>The detailed Evaluation Process will follow here-after to further determine if the qualifying bidders/tenderers is fully responsive.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:

	<p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>(ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
C.3.11	<p>Stage 1 Test for Responsiveness (as per clause C.3.8)</p> <p>Stage 2 Mandatory Administration Criteria</p> <p>(a) Only tenderers who are a CIDB contractor grading of 3EP or higher.</p> <p>(b) Signed form of offer (Completed and signed in full)</p> <p>Stage 4 Functionality Evaluation Criteria</p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.</p> <p>Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 65 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and Preference (80/20 split) . Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.</p>

FUNCTIONALITY EVALUATION BREAKDOWN

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience, to deliver the required product in accordance with the specialised quality, reliability, and functionality.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed in Table 1 below. An overall minimum threshold of **65** points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80/20 split). Tenderers who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

Table 1 – Functionality Criteria

Bidding Entity/Tenderer Reference Letters and or Completion Certificates from Clients/Customers.

- Demonstrate having completed/managed similar projects in the past. Bidder to submit reference letters and / or completion certificates from clients. The reference letter(s) and / or completion certificate(s) submitted as proof shall clearly enlist the scope covered on the project(s) the bidder completed successfully. Bidders' clients providing reference letters or completion certificates shall be willing to be contacted by ACSA officials and contact details including phone numbers and email addresses shall be included in the reference letter or completion certificate.

Personnel resources/project team and their relevant experience in MV switchgear turnkey projects.

- Clearly list projects on the attached CV for all key personnel. Specific projects shall be listed, and the scope of each project shall be highlighted and the role of the key personnel mentioned on each project.

Criteria Description	Minimum Threshold	Weight
<p>1. Bidder/Tenderer Reference Letters and or Completion Certificates from Clients/Customers.</p> <p>The bidder shall have at least a minimum of two (02) signed reference letters and / or completion certificates on a company letter head from clients of whom medium voltage (MV) switchgear turnkey projects were completed for in the past. The reference letters and / or completion certificates shall clearly list projects and their values for all the projects that the bidder completed successfully for them. Bidders' clients providing reference letters or completion certificates shall be willing to be contacted by ACSA officials and contact details including phone numbers and email addresses shall be included in the reference letter or completion certificate.</p>		

<p>2.2 A minimum of two (02) qualified trade tested or red seal electricians each with a minimum of N3 electrical and two (02) successfully completed MV switchgear installation projects {Required proof, (1) Detailed electricians CVs with contactable references, (2) Certified copies of electricians' trade certificates. CVs to list all the relevant projects that the electricians have worked on in the past, clearly highlighting the scope of the project and the capacity or involvement of the offered key personnel on each specific project}</p>			
<p>2.2.1 Electrician 1</p>			
<p>Projects</p>			
Less than two (02) successfully managed projects	0		
A minimum of two (02) successfully managed projects	5	5	10
More than two (02) successfully managed projects	10		
<p>Qualifications</p>			
Less than N3 Electrical	0	5	5
N3 Electrical or higher	5		
<p>Electrician Trade Certificates</p>			
No trade certificate	0		
Trade certificate	5	5	5
<p>2.2.2 Electrician 2</p>			
<p>Projects</p>			
Less than two (02) successfully managed projects	0		
A minimum of two (02) successfully managed projects	5	5	10
More than two (02) successfully managed projects	10		

Qualifications			
Less than N3 Electrical	0		
N3 Electrical or higher	5	5	5
Electrician Trade Certificates			
No trade certificate	0		
Trade certificate	5	5	5
2.3 A bidder shall appoint an installation electrician (IE), or master installation electrician (MIE) registered with the department of labour (DOL) for testing of the installation and issuing the certificate of compliance {Required proof, (1) Certified copies of IE or MIE registration card}			
IE or MIE Registration Card			
No IE or MIE registration Card Attached	0		
IE or MIE registration Card Attached	10	10	10
Total		65	100

The minimum threshold for functionality is the minimum threshold set for criterion/criteria and achieve a minimum of 65 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 65 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 is not achieved in any criteria description, and a supplier will not proceed further to the evaluation stage.

NB: Bidders that fail to submit the supporting documentation such as CVs, Certified proof of qualification, valid training certificates and completion certificates of projects will score 0 points for that specific criterion

Stage 4 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million and 90/10 for bids with the rand value above R50 million*

A maximum of *80 or 90* points is allocated for price based on the following formulae (delete formula not applicable):

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

Evaluation of Preference

ACSA will score specific goals out of *10 or 20* in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of *20 or out of 10*. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Paste applicable goal here:

Specific Goals	Score	
	20	10
51% owned by Black male and Black women and Black youth and People living with disabilities	20	10
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	8
51% owned by Black male or Black women or Black youth or People living with disabilities	10	6
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	4
Other	0	0

Bidder to provide proof to support The Preference Points being Claimed.

- a) Provide original or certified copy Valid sworn Affidavit OR
 - b) B-BBEE Certificate from a SANAS accredited rating agency
 - If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided
- as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice
- a) Any other supporting information..

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

T1.3 Standard Conditions of Tender (Annex C of CIDB SFU)

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

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

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

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing

arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods

and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

Part T2: Returnable Documents

T2: List of Returnable Documents and Schedules

The tenderer must complete the following returnable documents:	Completed (tick)
1 Returnable Schedules required for tender evaluation purposes only	
A1: Certificate of Attendance at Compulsory Briefing Session ;and Bidder must sign the Attendance Register.	
A2: Record of Addenda to Tender Documents	
A3: Certificate of Authority for Signatory	
A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
A5: Schedule of the Tenderer's Recent Experience related to this Project	
A6: Completion Certificates of Previous Projects Completed	
A7: Client/Trade Reference Letters of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	
A9: Schedule of Current Commitments	
A10: SBD 4: Bidder's Disclosure Form	
A11: SBD 6.1: Preference points claim form in terms of Preferential Procurement Regulations	
A12: Declaration Of Interest And Politically Exposed Persons Form	
A13: Confidentiality and Non-Disclosure Agreement.	
A14: Declaration of Interest Form and Politically Exposed Person	
A15: Insurance Commitment	
2 Other documents required only for tender evaluation purposes	
B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
B3: SARS Pin issued by the South African Revenue Services.	
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
B5: Central Supplier Database (CSD) proof of registration.	
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	
3 Returnable Schedules & Documents required for tender evaluation purposes that will be incorporated into the contract	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Domestic Subcontractors (<i>where applicable</i>)	
C3: Subcontractor's Supporting Documents (<i>where applicable</i>)	
C4: Plant and Equipment	
C5: B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
C6: CV's of key personnel	
C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.	
C8: Project Plan/Program	
C9:Occupational Health and Safety Questionnaire	
C10:Proposed Amendments and Qualifications	

The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
In Contract Document : C1.1 Form of Offer and Acceptance	
In Contract Document : C2.2 Activity/Pricing Schedules	

FORM A1. Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I,

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail

telephone number

cell number.....

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

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA Representative:	
Name:	

FORM A2. Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A3. Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by **attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.**
- (2) In the event that the tenderer is a joint venture, a certificate of authority for **signatories (Form A4)** is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

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

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **RFQ 72565** and any contract which may arise there from on behalf of

(block capitals)

.....

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....

Signature

.....

Signature

.....

Name (print)

.....

Name (print)

Signed		Date	
Name		Position	
Tenderer			

FORM A4. Certificate of Authority of JOINT VENTURES (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			



FORM A5. Schedule of the Tenderer's Recent Experience (Completed Projects)

Employer / Principal Agent	Contact Name, Cell and e-mail	Description of works/ Project Name	Value of work inclusive of VAT (Rand)	Date started	Date completed	CLIENT REFERENCE LETTER	
						YES	NO

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

Signed		Date	
Name		Position	
Tenderer			

**FORM A6. Certified Copies of Completion Certificates of Previous Projects Completed – N/A**

Please attach Completion Certificates of Previous Projects Completed as listed under Form A5 above to this page.

Not Applicable for this tender

Signed		Date	
Name		Position	
Tenderer			

FORM A7. Client/Trade Reference Letters of Previous Projects Completed



REFER FUNCTIONALITY CRITERIA FOR INFORMATION THAT MUST BE CONTAINED IN THE CLIENT REFERENCE LETTERS.

Please attach Client Reference Letters of Previous Projects Completed, as listed in Form A5 above, to this page.

Signed		Date	
Name		Position	
Tenderer			



Form A8. Proof of Contract Values of Previous Projects Completed – N/A

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page.

Not Applicable for this tender

Signed		Date	
Name		Position	
Tenderer			

FORM A10. Bidder’s Disclosure (SBD4)

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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.

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 A11. Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
(SBD 6.1)

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

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.



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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS / PREFERENCE	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS



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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, 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,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	10	20		



51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	8	15		
51% owned by Black male or Black women or Black youth or People living with disabilities	6	10		
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4	5		
Other	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;



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

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



FORM A12: LOCAL CONTENT FOR DESIGNATED SECTORS

Form A13: Confidentiality and Non-Disclosure Agreement

Between

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

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

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

(“_____”)

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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



- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
 - 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
 - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
 - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
 - 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
 - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
 - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
 - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
 - 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as "the disclosing party" and the party, which receives the confidential information, shall be referred to as "the receiving party".
- 1.3 "affiliate" – of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person "controls" another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than 50% of its voting, income or capital;
- 1.4 "disclosing party" – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 "receiving party" – the party receiving confidential information in terms of this agreement;



1.6 "the parties" – the Airports Company and _____.

2. **INTRODUCTION**

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

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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



available shall have agreed to be bound by all the terms of this agreement,

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

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

5. COPIES

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

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

5.2.1 where copies of the confidential Information are held;

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

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

6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

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

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

6.3 Should the Company provide its consent in terms of clause **Error! Reference source not found.** above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

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

7. DURATION

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



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

8. **Title**

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

8.1.1 to be proprietary to the disclosing party; and

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

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

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

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

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

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

11. **DOMICILIUM**



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

12. **GENERAL**

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



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

SIGNED at _____ **on** _____ **day of** _____ **202**_____

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ **on** _____ **day of** _____ **202**_____

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

Name: _____

Designation: _____

AS WITNESSES

1. _____
2. _____
3. _____



Form A14. Declaration Of Interest and Politically Exposed Person

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

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

Form A15. Insurance Commitment

Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract (refer contract document for more insurance information).
- b. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. **Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.**

Signed		Date	
Name		Position	
Tenderer			

Documents B1 to B8: Attach Here

Attach the following documents here:

B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
B3: SARS Pin issued by the South African Revenue Services.
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.
B5: Central Supplier Database (CSD) proof of registration.
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants
B7: CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners


Form C1. Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

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

Form C2. Proposed Domestic Subcontractors (If Applicable)

We notify you that it is our intention to employ the following Subcontractors for work in this contract.



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

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

Signed		Date	
Name		Position	
Tenderer			

Form C3. Subcontractor Supporting Documents (If Applicable)

List supporting documents required for subcontractor:



- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Central Supplier Database (CSD) Report
- CIPC certificate
- Share Certificate
- Valid B-BBEE Certificate.
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			

Form C4. Plant and Equipment



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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM C5. B-BBEE – PREFERENCE POINTS

- Provide original or certified copy of Valid sworn B-BBEE Affidavit OR SANAS Accredited B-BBEE Certificate
 - If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided
- as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE PROOF/SUPPORTING INFORMATION THAT IS RELEVANT TO THE FOLLOWING SPECIFIC GOALS.

Specific Goals	Score
	20
51% owned by Black male and Black women and Black youth and People living with disabilities	20
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15
51% owned by Black male or Black women or Black youth or People living with disabilities	10
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5
Other	0

Signed		Date	
Name		Position	
Tenderer			

FUNCTIONALITY REQUIREMENTS – Provide the following

C6: CV's of key personnel
C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.
C8: Project Plan/Program

REFER FUNCTIONALITY REQUIREMENTS IN TENDER DATA CLAUSE C.3.11 – FUNCTIONALITY AND RESPOND HERE-AFTER.

FORM C6. The CV's OF KEY PERSONNEL

Bidders are referred to Tender Data **clause C.3.11 - Functionality** which indicates the maximum possible score for information requested under this schedule.

PROVIDE DETAILED CVS OF THE KEY PERSONNEL.

- **Project Manager**

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

Signed		Date	
Name		Position	
Tenderer			

FORM C7. Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C6 above to this page.

- **Project Manager**

Signed		Date	
Name		Position	
Tenderer			

FORM C8. Project Plan/Program

Provide Information as detailed under Functionality Criteria/Evaluation.

Signed		Date	
Name		Position	
Tenderer			


Form C9. Occupational Health and Safety Questionnaire

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



	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored				
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				
4.2	Are records of these inspections kept and available?				
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?				
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?				
	Please provide examples of the above				
5.	RULES AND REGULATIONS			YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?				
	Do these cover				
	<ul style="list-style-type: none"> • General rules • Project rules • Specific task rules 				
5.2	Do these rules include permit to work system (as applicable)				
5.3	Do you have experience of project SHE plans?				
	Please give examples of where these have been used				



5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified? <ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed? Please list the time frame e.g. years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies? Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment? In all cases Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents? Please supply a copy		



9.2	Is there a standard report/investigation form used?				
	Please supply a copy				
9.3	Do you have a formal system for reporting situations/near misses etc.?				
	Please provide a copy				
9.4	Please provide the following statistic for the last five years				
		YEAR 1	YEAR 2	YEAR 3	YEAR 4
	Lost time accidents per 100 employees				
	Major/ Reportable injuries per 100 employees				
	Number of dangerous occurrences				
	Lost man day due to accidents				
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION			YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?				
10.2	Are the results of these meetings communicated to all employees?				
	If Yes please describe method				
10.3	Are Health and Safety meetings held?				
	At what frequency?				
	Chaired by whom?				
10.4	Do you carry out SHE promotions / campaigns?				
	If Yes please provide examples				

The following documentation should also be provided with the tender:

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

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

Form C10. Proposed Amendments and Qualifications

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

Working Hours for this project:

Most of the Preparatory Work can be done during the day.

Sections of roof that is closer to airside must be done after airport operational hours (23.30 or after last flight – 4am)

All other works can be done during working hours (0700 to 1700).

- 2.1.1 The Pricing/Activity Schedules /Bill of Quantities form part of and must be read in conjunction with the entire bid document.
- 2.1.2 Prices must be quoted in South African Currency (Rands).
- 2.1.3 Prices must include for all costs (material, labour, transport etc).
- 2.1.4 Bidders must price in accordance with the pricing schedules in the contract document to enable ACSA to compare priced offers.
- 2.1.5 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.1.6 Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 2.1.7 Bidder's offers that contain correctional fluid will be disqualified.
- 2.1.8 Corrections must be countersigned.
- 2.1.9 All Provisional Sums, Estimated Quantities and Contingency will be reimbursed against proven costs upon approval by ACSA representative. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount.
- 2.1.10 Should there be any queries regarding the pricing schedule/s, same must be sent in writing via e-mail by the Query Closure Date.
- 2.1.11 Permit costs:
 - Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
 - No mark-up to be levied on Permit costs.
 - All employees will be checked for criminal records.
 - Cost for lost permits and new employees will not be reimbursed by ACSA.
 - Foreign Nationals will need to provide a valid working permit.
- 2.1.12 No cost/mark-up to be levied on items provided by ACSA (e.g. Electricity etc.)
- 2.1.13 3rd Party Procured Items/Services:
 - VAT shall not form part of mark-up calculations.
 - All Discounts to be deducted prior to mark-up
 - Price to include delivery to site
- 2.1.14 The Bid offer must be inclusive of VAT.
- 2.1.15 The VAT portion must be indicated separately



activity schedule

PRICING/ACTIVITY SCHEDULE		
Part	Activity/Pricing Schedules	Price (ZAR)
1	Preliminary and General (Safety File, Permits and Insurances)	R 30,000.00
2	Decommissioning of a 3-Way RMU that is currently in service and remove together with a 4-Way RMU that is not in service to a storage facility within 5 km of Terminal 1 Substation	R 12,000.00
3	Review, vetting, acceptance, adoption and approval of the technical specification as your own. (By a professional Technician/Technologist/Engineer registered with ECSA in electrical category)	R 20,000.00
4	Supply, delivery, and installation of a SF6 free 5-Way motorized ring main unit (RMU) as per the specification	R
5	Supply and installation of the battery tripping unit (BTU) as per the specification	R
6	Supply and testing of the pendant switch/umbilical cord as per the specification	R
7	Supply and installation of 70 mm ² XLPE x 20 meters (From the new MV switch to each one of the two transformers in the Sub)	R
8	Supply and installation of 4 x screened cable terminations (MV switch incomers and transformer feeders)	R
9	Supply and installation of 2 x cable terminations for transformer connections using a 70 mm ² XLPE cable	R
10	Factory Acceptance Testing (FAT) of the SF6 free 5-Way motorized RMU at the service provider's or OEM's workshop before delivery to site.	R
11	Site Acceptance Testing (SAT) upon delivery of the SF6 free 5-Way motorized RMU on-site.	R
12	Commissioning, Certificate of Compliance (COC) and Professional Technician/Technologist/Engineer Signoff	R
SUB-TOTAL		R
13	Contingencies @ 5%	R
Grand Total Excl. VAT (Carry over to form of offer)		R
VAT @ 15% (Carry over to form of offer)		R
Grand Total Incl. VAT (Carry over to Form of Offer)		R

PART 3: SCOPE OF WORK

Document reference	Supply, installation, and commissioning of a SF6 free 5-Way motorized ring main unit (RMU) for Terminal 1 Substation at Cape Town International Airport	Page No.
	This cover page	80
C3.1	<i>Employer's Works Information</i>	N/A
C3.2	<i>Contractor's Works Information</i>	81
	Total number of pages	

DESCRIPTION OF THE WORKS

Executive overview

The scope of works includes: (1) the supply, delivery, installation, and commissioning of a new SF6 free 5-Way motorized ring main unit (RMU) as per the specification, (2) Supply and installation of a battery tripping unit (BTU) as per the specification, and (3) Supply of a 15-meter standoff pendant switch as per the specification.

Employer's objectives and purpose of the works

The main objective of this contract is to replace the current 3-way RMU with a new SF6 free 5-Way motorized RMU to ensure continuity of supply to the international terminal building and to comply with the SANS 10142-2 electrical medium voltage (MV) installations code. Additionally, this will further reduce/minimize the safety risk to authorized MV operators while conducting switching on the MV electrical network, since this switch will be operated at a safe distance through a pendant switch. Installing a 5-way RMU switch will allow for redundancy and ease of maintenance as one section of the MV switch can be switched off and isolated while the substation supply is maintained through the other section by using the bus-coupler. An SF6 free RMU will eliminate the risk of environmental impact should there be a leak or failure on the switch since SF6 gas has 23,500 times more global warming potential (GWP) to the atmosphere than that of CO₂.

Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
A	Amperes
AC	Alternating Current
ACSA	Airports Company South Africa
AIS	Air Insulated Switchgear
BI	Binary Input
BO	Binary Output
BTU	Battery Tripping Unit
CB	Circuit Breaker
CO ₂	Carbon Dioxide
COC	Certificate of Conformance
CTIA	Cape Town International Airport
DC	Direct Current
ES	Earth Switch
GHG	Greenhouse Gas



GIS	Gas Insulated Switchgear
GWP	Global Warming Potential
HV	High Voltage
Hz	Hertz
IDMT	Inverse Definite Minimum Time
IEC	International Electrotechnical Commission
IED	Intelligent Electronic Device
kA	Kiloamperes
kV	Kilovolts
LED	Light Emitting Diode
LHS	Left Hand Side
LV	Low Voltage
MV	Medium Voltage
NC	Normally Closed
NEC	National Engineering Contract
NO	Normally Open
PILC	Paper Insulated Lead Cable
RHS	Right Hand Side
RMS	Root Mean Square
RMU	Ring Main Unit
SABS	South African Bureau of Standards
SANS	South African National Standards
SCADA	Supervisory Control and Data Acquisition
SCM	Supply Chain Management
SD	Switch Disconnecter
SF6	Sulphur Hexafluoride
SF6 free	Free of Sulphur Hexafluoride
SOB	Southern Office Block
TRF	Transformer
TX	Transformer
V	Volts



VPIS	Voltage Presence Indication System
XLPE	Cross Linked Polyethylene

WORKING HOURS

Working hours for this contract is afterhours from 23h30 to 04h30.

Works on this contract shall be planned such that operations of the airport are not impacted negatively.

Airport is operational 24 hours.

All works for this tender to be completed within a period of 1 year.

Works includes procurement and sourcing, delivery to site, installation, commissioning, and signoffs.

Scope Overview

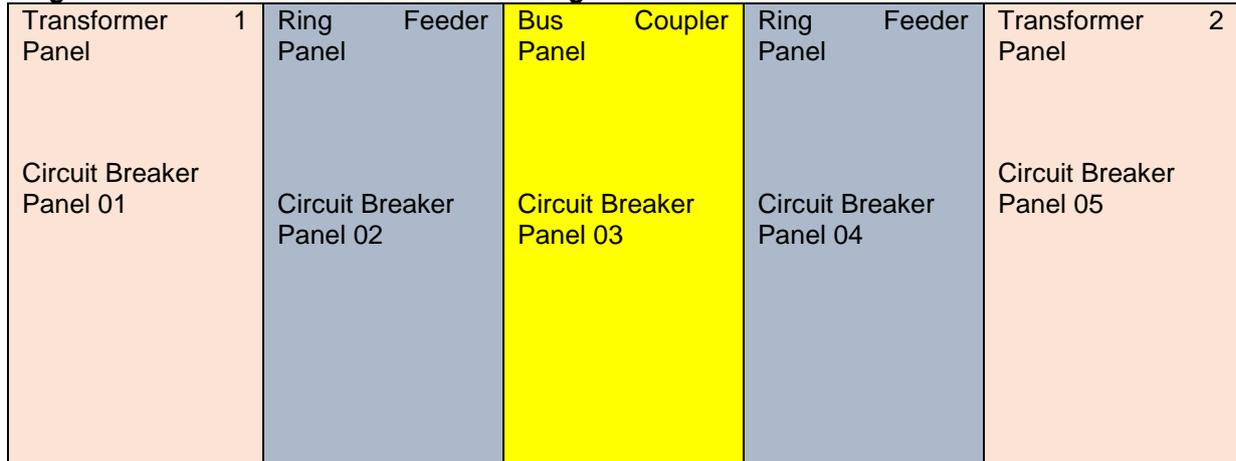
The scope of works includes: (1) the supply, delivery, installation, and commissioning of a new SF6 free 5-Way motorized RMU as per the specification, (2) Supply and installation of a battery tripping unit (BTU) as per the specification, and (3) Supply of a 15-meter standoff pendant switch.

Design Technical Requirements

The designs and equipment shall conform in all respects with the requirements of the latest editions of the IEC standards, except where specified otherwise.

Table 1: General Technical Requirements

General Switchgear Specifications	
Switchgear type	Ring Main Unit (RMU)
Quantity of switchboards required	5 x motorized circuit breakers panel RMU
Rated voltage	12 kV
Rated short-duration power-frequency withstand voltage	28kV RMS – 1min
Rated frequency	50 Hz
Power frequency withstand voltage	As per IEC 62271-1
Impulse withstand voltage	As per IEC 62271-1
Rated normal current (for Ring Main Feeders, Busbar & CB feeder)	630 A
Rated short time withstand current (1sec and 3sec)	21 kA for 1sec and or 20 kA for 3sec
Partition class (SANS 62271-200)	Class PM
Service continuity category (SANS 62271-200)	Category LSC2
Switchgear extension	Extensible both on the LHS and the RHS
Auxiliary supplies	230V AC & 120/60/48/24 VDC
Internal insulation medium (ALL HV PARTS)	Air Insulated Switchgear (AIS) or Gas Insulated Switchgear (GIS) {SF6 free if GIS, & alternative gas to be an environmentally friendly gas with 0 GWP and 0 GHG emissions}


Diagram 1: RMU Switchboard General Arrangement

Table 2: Individual Panel Specific Technical Specification (Transformer Feeder Panels)

1. Transformer Feeder Panels			
Item	Item Description	Required Specification	Offered Specification (Bidder to Complete)
1.1	Type	Vacuum circuit breaker (with Disconnect and Earth Switch)	
1.2	Number of Panels	2 x TFR Panels (Panels 01 & 05)	
1.3	Panel current rating	630 A	
1.4	Internal insulation medium (ALL HV PARTS)	AIS or GIS (SF6 free if GIS, & alternative gas to be an environmentally friendly gas with 0 GWP and 0 GHG emissions)	
1.5	Internal insulation monitor	Required if GIS and linked to IED	
1.6	Breaker status indication	3 x LED's indicating breaker status as either "OPEN", "CLOSED" or "TRIPPED"	
1.7	Protection device Test Blocks	Required	
1.8	Metering device Test Blocks	Required	
1.9	Selector switches for operation mode	Local/Remote	
1.10	Panel heaters & switch	As per OEM Recommendation	
1.11	Circuit Breaker Details (SANS 62271-100)		
1.11.1	Circuit breaker insulating medium	Vacuum	
1.11.2	Mechanical endurance	M2 - 10000 operating cycles	
1.11.3	Electrical endurance	E2	
1.11.4	Rated capacitive breaking capacity	C2	
1.11.5	Circuit Breaker Class	S1	
1.11.6	Rated operating sequence	O - 0.3s - CO - 3min - CO	
1.11.7	Spare auxiliary contacts	4 x NO contacts and 4 x NC contacts	
1.11.8	Operating coils (1) Open coil	Required, 120/60/48/24Vdc (separate from trip coil)	



	(2) Close Coil (3) Trip Coil	Required, 120/60/48/24Vdc Required, 120/60/48/24Vdc	
1.12	Circuit Breaker (CB) Operation (Normal Close and Open)		
1.12.1	(1) CB Motor operation	Required	
1.12.2	(2) CB operated by push buttons	Required	
1.12.3	(3) CB operated by SCADA / REMOTE control	Required	
1.12.4	(4) CB operated by IED / Relay	Required	
1.12.5	(5) CB operated by mechanical / manual tool	Required	
1.12.6	(6) CB Operated by Pendant switch	Required, Cannon type, with 15m lead and open/close	
1.13	Switch Disconnecter Details (SANS 62271-102)		
1.13.1	Mechanical endurance (disconnecter)	M1	
1.13.2	Spare auxiliary contacts	2 x NO contacts and 2 x NC contacts	
1.13.3	Disconnecter Operation a) Motor Operation b) Operated by Mechanical / Manual tool	Not Required Required	
1.14	Earth Switch Details (SANS 62271-102)		
1.14.1	Electrical endurance (earth switch)	E2	
1.14.2	Spare auxiliary contacts	2 x NO contacts and 2 x NC contacts	
1.14.3	Earth Switch Operation a) Motor Operation b) Operated by Mechanical / Manual tool	Not Required Required	
1.15	Cable and Cable Compartment Details		
1.15.1	Cable termination type	Dry, screened	
1.15.2	Bushing Type / rating	630 A	
1.15.3	Cable test facility	Front of panel, interlocked	
1.15.4	Cable live indication	Type VPIS with phasing	
1.15.5	Cable support	Non-magnetic and adjustable	
1.15.6	Cable support size	Suitable for XLPE/PILC 70mm ² to 240mm ² x 3-core	
1.15.7	Cable cover panel contacts	1 x NO contacts and 1 x NC contacts	
1.15.8	MV surge protection	Not required	
1.15.9	Earth Bar (pre-drilled)	Required	
1.16	Protection Device Details		
1.16.1	Protection Relay type	Intelligent Electronic Device (IED)	
1.16.2	Protection relay display	large display with single line diagram	
1.16.3	Communication protocol	Ethernet (Modbus TCP/IP) / IEC 61850	
1.16.4	Communication Connection Type	RJ45 (Cat 6)	
1.16.5	Standard	IEC	
1.16.6	Spare binary inputs and outputs	min. 3BI + 6BO (unused)	
1.16.7	Trip circuit supervision	required (main and back-up)	
1.16.8	Circuit Breaker condition monitoring	Not required	



1.16.9	Protection curve types	IEC / IDMT curves	
1.16.10	Protection Functions (1) Non direction OC	Required	
1.16.11	(2) Non directional EF	Required	
1.16.12	(3) directional OC	Not required	
1.16.13	(4) directional EF	Not required	
1.16.14	(5) Differential protection	Not required	
1.16.15	(6) Restricted EF protection	Not required	
1.16.16	(7) TX Buchholz alarm and trip (Wired to annunciation or monitoring relay and IED)	Required	
1.16.17	(8) TX Overtemperature alarm and trip (Wired to annunciation or monitoring relay and IED)	Required	
1.16.18	TX Buchholz and Overtemperature annunciation or monitoring relay (Wired to IED)	Required	
1.16.19	(9) Arc flash protection	Required (wired to IED)	
1.16.20	(10) Auto Reclosing	Not required	
1.16.21	(11) Frequency based protection	Not required	
1.16.22	(12) Synchro-Check	Not required	
1.16.23	(13) External trip	Required	
1.16.24	Protection Relay measurement functions (1) Voltage (2) Current (3) Power (4) Power Quality	Required Required Not required Not required	
1.17	Metering Device/Power Meter Details		
1.17.1	Power meter type	PM8240	
1.17.2	Power meter measurements (1) Voltage (2) Current (3) Power (4) Power Quality	Required Required Required Required	
1.17.3	Communication protocol	Ethernet (Modbus TCP/IP)	
1.17.4	Communication Connection Type	RJ45 (Cat 6)	
1.18	Current / Voltage Transformers / Sensors Details		
1.18.1	Protection System CT's (1) CT 1 (2) CT 2	3 x 100-200/ 5A class 10P10 - ring type Not required	
1.18.2	Metering System CT's (1) CT 1 (2) CT 2	3 x 100-200/ 5A class 0,5 - ring type Not required	
1.18.3	Voltage Transformer (1) VT application (2) Measure Point (3) VT ratio	Required (Voltage Sensors) Cable Compartment Bushings Information by supplier	
1.19	Interlocks Details		
1.19.1	Opening Circuit Breaker (CB)	condition - circuit breaker spring charged	



1.19.2	Closing Circuit Breaker (CB)	condition - circuit breaker spring charged	
1.19.3	Opening Switch Disconnecter (SD)	condition - CB must be open, ES must be open, and cable cover on	
1.19.4	Closing Switch Disconnecter (SD)	condition - CB must be open, ES must be open, and cable cover on	
1.19.5	Closing Earth Switch (ES)	condition - SD must be open	
1.19.6	Closing Earth Switch (ES)	Incoming cable not live - Not required	
1.19.7	Opening Earth Switch (ES)	condition – none	
1.19.8	Cable cover	condition - ES must be closed	
1.20	Padlock Details		
1.20.1	Lock on earth switch	Required, branded ACSA, and coded/numbered with 2 set of keys	
1.20.2	Lock on operational push buttons	Required, branded ACSA, and coded/numbered with 2 set of keys	
1.20.3	Lock on cable cover	Not required	
1.20.4	Lock on circuit breaker	Required, branded ACSA, and coded/numbered with 2 set of keys	
1.20.5	Lock on switch disconnecter	Required, branded ACSA, and coded/numbered with 2 set of keys	
1.21	Special Requirements		
1.21.1	All relay spare inputs / outputs to be wired to terminal blocks	Required	
1.21.2	All NO / NC contacts for breaker, disconnecter, earth switch and cable door to be wired to terminal blocks	Required	
1.21.3	All terminal blocks to be located in LV cubicle	Required	
1.21.4	CB spring charge mechanism to have NO / NC contacts	Required	
1.21.5	LV compartment box to be provided, and shall not be more than 1.6 m high	Required	
1.22	Pendant Switch Details		
1.22.1	Installation / lead length	Mobile / 15m	
1.22.2	Connection type	Cannon type	
1.22.3	Controls	Open/Close	

Table 3: Individual Panel Specific Technical Specification (Ring Feeder Panels)

2. Ring Feeder Panels			
Item	Item Description	Required Specification	Offered Specification (Bidder to Complete)
2.1	Type	Vacuum circuit breaker (with Disconnect and Earth Switch)	
2.2	Number of Panels	2 x Ring Feeder Panels (Panels 02 & 04)	
2.3	Panel current rating	630 A	
2.4	Internal insulation medium (ALL HV PARTS)	AIS or GIS (SF6 free if GIS, & alternative gas to be an environmentally friendly gas with 0 GWP and 0 GHG emissions)	
2.5	Internal insulation monitor	Required if GIS and linked to IED	
2.6	Breaker status indication	3 x LED's indicating breaker status as either "OPEN", "CLOSED" or "TRIPPED"	
2.7	Protection device Test Blocks	Required	
2.8	Metering device Test Blocks	Required	
2.9	Selector switches for operation mode	Local/Remote	
2.10	Panel heaters & switch	As per OEM Recommendation	
2.11	Circuit Breaker Details (SANS 62271-100)		
2.11.1	Circuit breaker insulating medium	Vacuum	
2.11.2	Mechanical endurance	M2 - 10000 operating cycles	
2.11.3	Electrical endurance	E2	
2.11.4	Rated capacitive breaking capacity	C2	
2.11.5	Circuit Breaker Class	S1	
2.11.6	Rated operating sequence	O - 0.3s - CO - 3min - CO	
2.11.7	Spare auxiliary contacts	4 x NO contacts and 4 x NC contacts	
2.11.8	Operating coils (4) Open coil (5) Close Coil (6) Trip Coil	Required, 120/60/48/24Vdc (separate from trip coil) Required, 120/60/48/24Vdc Required, 120/60/48/24Vdc	
2.12	Circuit Breaker (CB) Operation (Normal Close and Open)		
2.12.1	(1) CB Motor operation	Required	
2.12.2	(2) CB operated by push buttons	Required	
2.12.3	(3) CB operated by SCADA / REMOTE control	Required	
2.12.4	(4) CB operated by IED / Relay	Required	
2.12.5	(5) CB operated by mechanical / manual tool	Required	



2.12.6	(6) CB Operated by Pendant switch	Required, Cannon type, with 15m lead and open/close	
2.13	Switch Disconnecter Details (SANS 62271-102)		
2.13.1	Mechanical endurance (disconnecter)	M1	
2.13.2	Spare auxiliary contacts	2 x NO contacts and 2 x NC contacts	
2.13.3	Disconnecter Operation a) Motor Operation b) Operated by Mechanical / Manual tool	Not Required Required	
2.14	Earth Switch Details (SANS 62271-102)		
2.14.1	Electrical endurance (earth switch)	E2	
2.14.2	Spare auxiliary contacts	2 x NO contacts and 2 x NC contacts	
2.14.3	Earth Switch Operation a) Motor Operation b) Operated by Mechanical / Manual tool	Not Required Required	
2.15	Cable and Cable Compartment Details		
2.15.1	Cable termination type	Dry, screened	
2.15.2	Bushing Type / rating	630 A	
2.15.3	Cable test facility	Front of panel, interlocked	
2.15.4	Cable live indication	Type VPIS with phasing	
2.15.5	Cable support	Non-magnetic and adjustable	
2.15.6	Cable support size	Suitable for XLPE/PILC 120mm ² to 240mm ² x 3-core	
2.15.7	Cable cover panel contacts	1 x NO contacts and 1 x NC contacts	
2.15.8	MV surge protection	Not required	
2.15.9	Earth Bar (pre-drilled)	Required	
2.16	Protection Device Details		
2.16.1	Protection Relay type	Intelligent Electronic Device (IED)	
2.16.2	Protection relay display	large display with single line diagram	
2.16.3	Communication protocol	Ethernet (Modbus TCP/IP) / IEC 61850	
2.16.4	Communication Connection Type	RJ45 (Cat 6)	
2.16.5	Standard	IEC	
2.16.6	Spare binary inputs and outputs	min. 3BI + 6BO (unused)	
2.16.7	Trip circuit supervision	required (main and back-up)	
2.16.8	Circuit Breaker condition monitoring	Not required	
2.16.9	Protection curve types	IEC / IDMT curves	
2.16.10	Protection Functions (1) Non direction OC	Required	
2.16.11	(2) Non directional EF	Required	
2.16.12	(3) directional OC	Required	
2.16.13	(4) directional EF	Required	
2.16.14	(5) Differential protection	Required	
2.16.15	(6) Restricted EF protection	Not required	
2.16.16	(7) TX Buchholz alarm and trip	Not required	



2.16.17	(8) TX Overtemperature alarm and trip	Not required	
2.16.18	(9) Arc flash protection	Required (wired to IED)	
2.16.19	(10) Auto Reclosing	Not required	
2.16.20	(11) Frequency based protection	Not required	
2.16.21	(12) Synchro-Check	Not required	
2.16.22	(13) External trip	Required	
2.16.23	Protection Relay measurement functions (5) Voltage (6) Current (7) Power (8) Power Quality	Required Required Not required Not required	
2.17	Metering Device/Power Meter Details		
2.17.1	Power meter type	PM5760	
2.17.2	Power meter measurements (5) Voltage (6) Current (7) Power (8) Power Quality	Required Required Required Required	
2.17.3	Communication protocol	Ethernet (Modbus TCP/IP)	
2.17.4	Communication Connection Type	RJ45 (Cat 6)	
2.18	Current / Voltage Transformers / Sensors Details		
2.18.1	Protection System CT's (3) CT 1 (4) CT 2	3 x 400-800/ 5A class 10P10 - ring type Not required	
2.18.2	Metering System CT's (3) CT 1 (4) CT 2	3 x 400-800/ 5A class 0,5 - ring type Not required	
2.18.3	Voltage Transformer (4) VT application (5) Measure Point (6) VT ratio	Required (Voltage Sensors) Cable Compartment Bushings Information by supplier	
2.19	Interlocks Details		
2.19.1	Opening Circuit Breaker (CB)	condition - circuit breaker spring charged	
2.19.2	Closing Circuit Breaker (CB)	condition - circuit breaker spring charged	
2.19.3	Opening Switch Disconnecter (SD)	condition - CB must be open, ES must be open, and cable cover on	
2.19.4	Closing Switch Disconnecter (SD)	condition - CB must be open, ES must be open, and cable cover on	
2.19.5	Closing Earth Switch (ES)	condition - SD must be open	
2.19.6	Closing Earth Switch (ES)	Incoming cable not live - Not required	
2.19.7	Opening Earth Switch (ES)	condition - none	
2.19.8	Cable cover	condition - ES must be closed	
2.20	Padlock Details		
2.20.1	Lock on earth switch	Required, branded ACSA, and coded/numbered with 2 set of keys	



2.20.2	Lock on operational push buttons	Required, branded ACSA, and coded/numbered with 2 set of keys	
2.20.3	Lock on cable cover	Not required	
2.20.4	Lock on circuit breaker	Required, branded ACSA, and coded/numbered with 2 set of keys	
2.20.5	Lock on switch disconnecter	Required, branded ACSA, and coded/numbered with 2 set of keys	
2.21	Special Requirements		
2.21.1	All relay spare inputs / outputs to be wired to terminal blocks	Required	
2.21.2	All NO / NC contacts for breaker, disconnecter, earth switch and cable door to be wired to terminal blocks	Required	
2.21.3	All terminal blocks to be located in LV cubicle	Required	
2.21.4	CB spring charge mechanism to have NO / NC contacts	Required	
2.21.5	LV compartment box to be provided, and shall not be more than 1.6 m high	Required	
2.22	Pendant Switch/Umbilical Cord Details		
2.22.1	Installation / lead length	Mobile / 15m	
2.22.2	Connection type	Cannon type	
2.22.3	Controls	Open/Close	

Table 4: Individual Panel Specific Technical Specification (Bus Coupler / Bus Section Panel)

3. Bus Coupler / Bus Section Panel			
Item	Item Description	Required Specification	Offered Specification (Bidder to Complete)
3.1	Type	Vacuum circuit breaker (with Disconnecter and Earth Switch)	
3.2	Number of Panels	1 x Bus Coupler Panel (Panel 03)	
3.3	Panel current rating	630 A	
3.4	Internal insulation medium (ALL HV PARTS)	AIS or GIS (SF6 free if GIS, & alternative gas to be an environmentally friendly gas with 0 GWP and 0 GHG emissions)	
3.5	Internal insulation monitor	Required if GIS and linked to IED	
3.6	Breaker status indication	3 x LED's indicating breaker status as either "OPEN", "CLOSED" or "TRIPPED"	
3.7	Protection device Test Blocks	Required	
3.8	Metering device Test Blocks	Required	
3.9	Selector switches for operation mode	Local/Remote	
3.10	Panel heaters & switch	As per OEM Recommendation	
3.11	Circuit Breaker Details (SANS 62271-100)		



3.11.1	Circuit breaker insulating medium	Vacuum	
3.11.2	Mechanical endurance	M2 - 10000 operating cycles	
3.11.3	Electrical endurance	E2	
3.11.4	Rated capacitive breaking capacity	C2	
3.11.5	Circuit Breaker Class	S1	
3.11.6	Rated operating sequence	O - 0.3s - CO - 3min - CO	
3.11.7	Spare auxiliary contacts	2 x NO contacts and 2 x NC contacts	
3.11.8	Operating coils (7) Open coil (8) Close Coil (9) Trip Coil	Required, 120/60/48/24Vdc (separate from trip coil) Required, 120/60/48/24Vdc Required, 120/60/48/24Vdc	
3.12	Circuit Breaker (CB) Operation (Normal Close and Open)		
3.12.1	(1) CB Motor operation	Required	
3.12.2	(2) CB operated by push buttons	Required	
3.12.3	(3) CB operated by SCADA / REMOTE control	Required	
3.12.4	(4) CB operated by IED / Relay	Required	
3.12.5	(5) CB operated by mechanical / manual tool	Required	
3.12.6	(6) CB Operated by Pendant switch	Required, Cannon type, with 15m lead and open/close	
3.13	Switch Disconnecter Details (SANS 62271-102)		
3.13.1	Mechanical endurance (disconnecter)	M1	
3.13.2	Spare auxiliary contacts	2 x NO contacts and 2 x NC contacts	
3.13.3	Disconnecter Operation a) Motor Operation b) Operated by Mechanical / Manual tool	Not Required Required	
3.14	Earth Switch Details (SANS 62271-102)		
3.14.1	Electrical endurance (earth switch)	E2	
3.14.2	Spare auxiliary contacts	2 x NO contacts and 2 x NC contacts	
3.14.3	Earth Switch Operation a) Motor Operation b) Operated by Mechanical / Manual tool	Not Required Required	
3.15	Cable and Cable Compartment Details		
3.15.1	Cable termination type	Dry, screened	
3.15.2	Bushing Type / rating	630 A	
3.15.3	Cable test facility	Front of panel, interlocked	
3.15.4	Cable live indication	Type VPIS with phasing	
3.15.5	Cable support	Non-magnetic and adjustable	
3.15.6	Cable support size	Suitable for XLPE/PILC 120mm ² to 240mm ² x 3-core	
3.15.7	Cable cover panel contacts	1 x NO contacts and 1 x NC contacts	
3.15.8	MV surge protection	Not required	
3.15.9	Earth Bar (pre-drilled)	Required	



3.16 Protection Device Details			
3.16.1	Protection Relay type	Intelligent Electronic Device (IED)	
3.16.2	Protection relay display	large display with single line diagram	
3.16.3	Communication protocol	Ethernet (Modbus TCP/IP) / IEC 61850	
3.16.4	Communication Connection Type	RJ45 (Cat 6)	
3.16.5	Standard	IEC	
3.16.6	Spare binary inputs and outputs	min. 3BI + 6BO (unused)	
3.16.7	Trip circuit supervision	required (main and back-up)	
3.16.8	Circuit Breaker condition monitoring	Not required	
3.16.9	Protection curve types	IEC / IDMT curves	
3.16.10	Protection Functions (1) Non direction OC	Required	
3.16.11	(2) Non directional EF	Required	
3.16.12	(3) directional OC	Required	
3.16.13	(4) directional EF	Required	
3.16.14	(5) Differential protection	Not required	
3.16.15	(6) Restricted EF protection	Not required	
3.16.16	(7) TX Buchholz alarm and trip	Not required	
3.16.17	(8) TX Overtemperature alarm and trip	Not required	
3.16.18	(9) Arc flash protection	Required (wired to IED)	
3.16.19	(10) Auto Reclosing	Not required	
3.16.20	(11) Frequency based protection	Not required	
3.16.21	(12) Synchro-Check	Not required	
3.16.22	(13) External trip	Required	
3.16.23	Protection Relay measurement functions (9) Voltage (10) Current (11) Power (12) Power Quality	Required Required Not required Not required	
3.17 Current / Voltage Transformers / Sensors Details			
3.17.1	Protection System CT's (5) CT 1 (6) CT 2	3 x 200-400/ 5A class 10P10 - ring type Not required	
3.17.2	Metering System CT's (5) CT 1 (6) CT 2	Not Required Not required	
3.17.3	Voltage Transformer (7) VT application (8) Measure Point (9) VT ratio	Not required Not Applicable Not Applicable	
3.18 Interlocks Details			
3.18.1	Opening Circuit Breaker (CB)	condition - circuit breaker spring charged	
3.18.2	Closing Circuit Breaker (CB)	condition - circuit breaker spring charged	
3.18.3	Opening Switch Disconnecter (SD)	condition - CB must be open, ES must be open, and cable cover on	



3.18.4	Closing Switch Disconnecter (SD)	condition - CB must be open, ES must be open, and cable cover on	
3.18.5	Closing Earth Switch (ES)	condition - SD must be open	
3.18.6	Closing Earth Switch (ES)	Incoming cable not live - Not required	
3.18.7	Opening Earth Switch (ES)	condition - none	
3.18.8	Cable cover	condition - ES must be closed	
3.19	Padlock Details		
3.19.1	Lock on earth switch	Required, branded ACSA, and coded/numbered with 2 set of keys	
3.19.2	Lock on operational push buttons	Required, branded ACSA, and coded/numbered with 2 set of keys	
3.19.3	Lock on cable cover	Not required	
3.19.4	Lock on circuit breaker	Required, branded ACSA, and coded/numbered with 2 set of keys	
3.19.5	Lock on switch disconnector	Required, branded ACSA, and coded/numbered with 2 set of keys	
3.20	Special Requirements		
3.20.1	All relay spare inputs / outputs to be wired to terminal blocks	Required	
3.20.2	All NO / NC contacts for breaker, disconnector, earth switch and cable door to be wired to terminal blocks	Required	
3.20.3	All terminal blocks to be located in LV cubicle	Required	
3.20.4	CB spring charge mechanism to have NO / NC contacts	Required	
3.20.5	LV compartment box to be provided, and shall not be more than 1.6 m high	Required	
3.21	Pendant Switch/Umbilical Cord Details		
3.21.1	Installation / lead length	Mobile / 15m	
3.21.2	Connection type	Cannon type	
3.21.3	Controls	Open/Close	

Table 5: Individual Panel Specific Technical Specification (Battery Tripping Unit)

4. Battery Tripping Unit (BTU) Specification			
Item	Item Description	Required Specification	Offered Specification (Bidder to Complete)
4.1	Input Voltage	230 VAC, Single Phase	
4.2	Output Voltage	120/60/48/24 VDC	
4.3	Battery capacity	Suitable for all relays on panels specified and operation of motors for circuit breakers. BTU to be rated for at least ten (10) times circuit breaker motor operations without mains supply available. A/h rating to be provided by supplier	



4.4	Battery Voltage	2 or more 12 V batteries to be connected in series or series and parallel combination whichever is applicable to make up 24/60/120 VDC and the required battery capacity as per (4.3) above. Batteries to be contained in an explosion proof container.	
4.5	Battery Type/Technology	Valve Regulated Lead Acid (VRLA) or equivalent or as recommended by switchgear OEM.	
4.6	Battery Charger Type	Intelligent Battery Charger (Normal Charge, Boost/Fast Charge, Trickle/Float Charge)	
4.7	BTU Alarms	Required (Mains Fail, Battery Fail, Battery Low, Charger fail, Boost charge, etc.)	
4.8	BTU Status Indication	Required (Mains Fail, Battery Fail, Battery Low, Charger fail, Boost charge, etc.)	

Site Conditions

The SF6 free 5-Way motorized RMU shall be designed to function correctly in the Cape Town metropolitan coastal area conditions. The equipment shall be installed into an existing Terminal 1 substation thus, the RMU shall be rated for indoor use. The RMU shall operate in an enclosed substation together with various other equipment such as a generator and 2 x transformers. The substation is currently equipped with 2 x ceiling mounted air-conditioning split unit(s) to regulate the internal room temperature.

General

The offered switchgear must have the following features:

- Suitable for indoor installation at a coastal environment
- Compact construction
- High staff safety and sure control
- Maximum reliability
- Maintenance free (active part of the circuit breaker - Contacts)
- Possibility of Various cable connections
- SCADA compatible and motorized.
- The switchgear shall be extensible on both the left-hand side (LHS) and the right-hand side (RHS).
- Local and remote operations compatible

Service conditions:

The switchgear shall be compact, modular in construction and suitable for indoor applications without any further covers or enclosures. The switchgear shall be tested for weather proofing tests as per IEC standards. The switchgear chamber shall be protected against high humidity, high temperature etc.

Standards

The Terminal 1 SF6 free 5-Way motorized RMU shall be designed, manufactured, delivered, installed,

and commissioned in accordance with the following IEC standards.

- IEC 62271-1: Specifications High-voltage switchgear
- IEC 62271-100: Alternating-current circuit-breakers.
- IEC 62271-102: Alternating current disconnectors earthing switches
- IEC 62271-103: High-voltage switches
- IEC 62271-105: Switch-fuse co-operation
- IEC 62271-200: Arc fault and switchgear
- IEC 60529: Degrees of protection provided by enclosures.

NOTES TO BIDDER

1. It is mandatory for bidders to completely fill the specification tables above, below is the reference to the specific tables to be filled:
 - Table 2: Individual Panel Specific Technical Specification (Transformer Feeder Panels), on page numbers (84-87)
 - Table 3: Individual Panel Specific Technical Specification (Ring Feeder Panels), on page numbers (88-91)
 - Table 4: Individual Panel Specific Technical Specification (Bus Coupler / Bus Section Panel), on page numbers (91-94)
 - Table 5: Individual Panel Specific Technical Specification (Battery Tripping Unit), on page numbers (94-95)
2. Bidders shall at tender stage allow for a Factory Acceptance Testing (FAT) to be conducted at service provider's or OEM's workshop before switchgear can be delivery to site and arrange for such upon appointment.
3. Bidders shall at tender stage allow for a Site Acceptance Testing (SAT) to be conducted on-site upon delivery of the of the SF6 free 5-Way motorized RMU.
4. Bidders to provide brochures/catalogues/data sheets and or manuals for the proposed switchgear, intelligent electronic devices/ protection relays, power meters, voltage sensors, CTs, arc flash sensors, etc. as supporting attachments to the bid.

POSSIBLE BIDDER QUESTIONS AND ANSWERS

ID	Bidder Question	ACSA's Response
1	What switchgear type are you looking for? Is it air insulated switchgear (AIS), or gas insulated switchgear (AIS)?	We are looking for either a GIS or AIS switchgear as per the specification. Sf6 free if GIS. If the switchgear meets the specification, it will be considered.
2	What switchgear brand or manufacturer are you looking for? From the previous tenders advertised by ACSA Cape Town International Airport, the specification was asking for ABB for MV switchgear and Schneider for LV switchgear. why is this bid not asking for a specific make or Manufacturer's switchgear? Since asking for a specific brand can help with standardisation and the ease of competence to employees while dealing with the same.	We are not looking for a specific brand or manufacturer's switchgear, proposals and offers that meet the specification will be considered. This is a different tender/RFQ to any other tenders advertised in the past, we are not looking for a specific brand or manufacturer's switchgear. If the proposed switchgear meets the specification, it will be considered. Even if a brand was specified, we cannot disqualify or not consider a proposal that meets the specification and is cost effective since this is an open bid or tender. As a State-Owned Company (SOC), ACSA subscribes to the requirements



		specified under section 217 of the Constitution of the Republic of South Africa which requires procurement by organs of state and statutory institutions to be fair, equitable, transparent, competitive, and cost-effective.
3	How many people should we allow for during the factory acceptance testing (FAT)	Allow for at least three personnel from ACSA, however attendance will depend on the availability of colleagues to attend. The commissioner appointed by the service provider shall also be present during the FAT.
4	<p>Since this tender is for RMUs and the relays are self-powered relays, you have also specified a BTU. Does the Buchholz and Overtemperature alarms and trips need to be wired to the relay?</p> <p>Wiring Buchholz and Overtemperature trips will trip the transformer feeder, however if there is no relay monitoring the Buchholz and Overtemperature trips it will not be known why the transformer feeder tripped. Can we allow for the relay to monitor the Buchholz and overtemperature alarms and trips and send trip signals to the IED/protection relay?</p>	<p>Yes, the specification does require that the transformer feeder panels have Buchholz and Overtemperature alarms and trips wired to the IED/Protection relay.</p> <p>Please do allow for the relay to monitor the Buchholz and Overtemperature alarms and trips and send the same to the IED/Protection relay.</p>
5	Do we have to quote for dual supplied IEDs/Protection relays or only through the BTU as the primary and the only supply for the IED? Having a dual supplied IEDs/Protection relays allows for the relay to be functional even when one of the supply sources is not available, especially on a fault condition when the IED is required to isolate the fault.	Allow for IEDs/Protection relays to be dual supplied, (1) self-powered through CT's and (2) powered through the BTU as specified. It is worthy to note that the BTU specified shall also power motors for the circuit breakers (CB) operation (for charging the motors and open/close functions of the CB).
6	<p>Who will be responsible for the protection settings for the affected ring network?</p> <p>And will the protection settings be made available for the affected ring network?</p>	<p>The commissioner (professional technician, technologist, or engineer in the electrical category) appointed by the service provider is responsible for all protection settings in the affected ring network and commissioning of the RMU.</p> <p>Yes, protection settings will be made available to the commissioner and the commissioner will take responsibility for revising settings on the affected ring network.</p>
7	<p>Can you kindly share with us the following for the above RFQ:</p> <ol style="list-style-type: none"> 1. MV Single line diagram 2. The MV Switchgear kA rating (fault current) 	<ol style="list-style-type: none"> 1. The MV single line diagram (SLD) indicating the affected ring network will be shared on email only with bidders who attended the site briefing and listed their email addresses on the attendance register. SLD will also form part of the documents attached on the bid advert after the briefing session and site visit. 2. The (fault current) kA rating for the switchgear is 21 kA for one (1) second and or 20 kA for three (3) seconds as per the specification. A higher kA rating may be offered; however, this may disadvantage a



		bidder on pricing higher than bidders who priced for the required minimum specification of 21 kA and or 20 kA for 1 second and 3 seconds respectively.
8	Should we allow for lengthening of the existing MV ring feeder cables should there be insufficient slack.	No, do not allow for extending ring feeder cable. This item can be receipted on the contingency amount, should there be a need to. However, this can only be done upon approval by the responsible ACSA project manager.

KEY PERSONNEL:

Refer Functionality for information as to how points will be awarded for Key Personnel. As a minimum ACSA requires the following Key Personnel:

	Key Personnel	Required Qualification and or Accreditation	Required Experience
Part of functionality/technical evaluation criteria	3. Site Supervisor	N6/Technical/National Diploma in electrical engineering or higher.	Minimum of two (02) successfully completed projects for MV switchgear installations
	4. Electricians x 2	Red Seal/Trade Electrician	Minimum of two (02) successfully completed MV switchgear installations projects
	3. Installation electrician (IE) or master installation electrician (MIE)	Registration as an IE or MIE with the Department of labour (DOL)	Relevant electrical installations
Not Part of functionality/technical evaluation criteria (Note# it is not mandatory that this resource is provided at tender stage, however, the successful bidder at appointment stage shall make this resource available)	5. Commissioner	Professional registration with ECSA as either a professional technician or a professional technologist or a professional engineer in the electrical category. Minimum of five successfully completed projects for MV switchgear installations commissioning.	

SITE SUPERVISOR MINIMUM RESPONSIBILITIES

As a minimum the site supervisor must: -

- Supervise the work.
- Safety Management
- Quality Control

- Communication with ACSA Representative
- Report on progress of project weekly
- Ensure certificate of compliance (COC) is issued for the installation

PROJECT FILES, AS A MINIMUM, MUST INCLUDE THE FOLLOWING:

- DRAWINGS
- SCHEMATICS
- LAYOUTS
- GENERAL ARRANGEMENTS OF EQUIPMENT
- CERTIFICATION AND SIGN-OFF (e.g., Design, Commissioning etc)
- **NOTE#** 2 x hardcover project files, and a soft copy in PDF format.

PERMIT COSTS (Training Courses and Permit Issuing costs)

1. Training Courses

<u>ONLINE COURSES</u>	<u>COURSE COST EACH</u> <u>Excluding VAT</u>
SAFETY- Airside Induction (AIT INTIAL)	R2 103,60
SAFETY- Airside Induction Refresher (AIT Refresher)	R960,00
SAFETY- Airside Vehicle Operators Permit (AVOP)	R2 103,60
SAFETY- Airside Vehicle Operators Permit Refresher (AVOP)	R960,00
Aerodrome Emergency Preparedness	R5 240,40
Safety Management System (SMS)	R5 000,00
General Security Awareness (GSAT)	R960,00

2. Permit Issuing Costs

Personal Permit R 470/per person per year

Vehicle Permit R 700 / per vehicle per year

ALLOW PERMIT COSTS FOR 2 YEARS

PART 4: SITE INFORMATION

Document reference	Supply, installation, and commissioning of an SF6 free 5-Way motorized ring main unit (RMU) for Terminal 1 Substation at Cape Town International Airport	Page No.
C4	This cover page	100
	Site Information	101

Part 4: Site Information

Core clause 11.2(16) states

“Site Information is information which:

describes the Site and its surroundings and
is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Description of the Site and its surroundings

General description

The general site is Cape Town International Airport (CTIA) managed by the Airports Company South Africa (ACSA).

Project Specific Site(s): Terminal 1 substation housing a generator, 2 x transformers and the generator board and the room is cooled by 2 x air-conditioning split units.

Existing buildings, structures, and plant & machinery on the Site

An existing 3-Way RMU switch in service and a 4-Way RMU not in service will be removed before installing the new 5-Way RMU, a generator, 2 x transformers and the generator board and the room is cooled by 2 x ceiling mounted air-conditioning split units.