



**REQUEST FOR QUOTATION FOR THE PROVISION OF FIRE WATERLINE PUMPS  
REFURBISHMENT AIRPORTS OPERATED BY AIRPORTS COMPANY SOUTH AFRICA  
(ACSA) SOC PTY LTD –KING SHAKA INTERNATIONAL AIRPORT**

**RFQ Number:** : PR 27484

**Issue Date** : 19 September 2022

**Closing Date** : 18 October 2022 @ 14:00pm

**Last Day for Request of Clarity** : 13 October 2022 @ 16:00

**Compulsory Briefing Session** : 07 October 2022 @ 11:00am

<b>Bidding Company Name</b>	
<b>Representative Name</b>	
<b>Signature</b>	
<b>Date</b>	



## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFQ documents

The documents are available on [www.etenders.gov.za](http://www.etenders.gov.za) from **19 September 2022**. Electronic copies of the tender documents will be available for download on the National Treasury website during the same period. No bid documents will be available at the briefing session.

### 1.2. Submission of bid documents

#### **BID SUBMISSION INSTRUCTIONS ARE AS FOLLOWS :**

- The Bid Documents must be submitted via email using the following email address below :  
[Victoria.selepe@airports.co.za](mailto:Victoria.selepe@airports.co.za)
- **Submit in pdf format**
- **Bidders must not send their submission as one big attachment.**
- **Break your submission in at least (04) four or more attachments of 4mb each not exceeding 30mb.**
- **Please send an additional email to the email address above, stating that you have made a submission once you have sent all your attachments.**
- **Nb: no late tenders will be accepted**
- **Tender validity period is 120 working days after tender closing date.**

### 1.3. Alternative Bids

No alternative bids will be considered.

### 1.4. Late Bids

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

### 1.5. Clarification and Communication

Name: Victoria Selepe

Designation: Buyer

Tel:



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Email: Victoria.Selepe@airports.co.za

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- 1.5.1. Request for clarity or information on the tender may only be requested until **13 October 2022 @16H00**. 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.
- 1.5.2. Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

#### 1.6. **Compulsory Briefing Session**

Compulsory briefing will be held on the **07 October 2022 at 11:00**

King Shaka International Airport, La Mercy  
Meeting point: MSO Building ground floor.

Bidders must park strictly at Shaded Parking so that their tickets can be signed.

#### 1.7. **Bid Responses**

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

#### 1.8. **Disclaimers**

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this tender;
- 1.8.2. Split the award of this tender;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;



- 1.8.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- 1.8.5. To reject the lowest acceptable tender received; and/or
- 1.8.6. Cancel this tender.

**1.9. Validity Period**

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

**1.10. Confidentiality of Information**

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

**1.11. Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

Free Fax: 0800 00 77 88

Email: [acsa@tip-offs.com](mailto:acsa@tip-offs.com)


## 2. SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK





### Background




King Shaka International Airport has two fire booster pumps stations, one is situated near the ATNS and one near the permit office – these were installed in 2009. ATNS pump station has two generator booster centrifugal pumps and one Jockey controller pump; the permit office Pump station has four generator booster centrifugal pumps and two Jockey controller pumps which makes the total of nine pumps. Booster pumps are installed to maintain water pressure requirement and to supply the required pressure for the entire fire system. The pumps run under the following conditions: when there is a pressure drop; leaks in the system; and during power recovery after a power failure.

The pumps are nearing the end of their 15 - year lifespan and are now prone to more frequent failures, hence a need for refurbishment. A once off refurbishment of the fire waterline booster pumps is required to extend the useful life of the pumps until a complete replacement can be done.

### Scope of Work

Item	Qty	Location	Picture
<p>1. Replacement of manual fuel pump and piping. Replace with Electric Diesel Transfer Pump-motor - Sets. The pump must be fixed as per the contractor's design, a mounting bracket must be included where necessary; the pump set must be inclusive of Minimum 6 m of suction hose (to ensure it is able to draw fuel from the diesel tank outside the building); a delivery hose (inclusive of a dispensing nozzle); hose reel(s) to support the hoses; all hose connectors, swivels, nozzle(s) and fittings.</p> <p>Service providers to confirm exact measurement during the site briefing.</p> <p>Minimum Pump Specifications: Q = 50l/min Pipe Dia = 25mm</p>	2	<p>Terminal Building Pump Station</p> <p>ATNS Pumpstation</p> <p>(1 required per pump station)</p>	

<p>2. Electrical cable sleeve foam seal replacement.</p> <p>(Service providers to confirm measurements during the site briefing).</p>	1	TMB Fire pump station	
<p>3. Main wooden double door Replacement. Replace with galvanized fully louvred steel louvred doors.</p> <p>Service providers to confirm exact measurement during the site briefing.</p>	2	<p>Terminal Building Pump Station</p> <p>ATNS Pumpstation</p> <p>(1 double door required per pump station)</p>	
<p>4. Painting (floor n walls)</p> <p>Terminal Pump Station Surface area = 40m<sup>2</sup> Floor: green epoxy paint Walls: Acrylic PVA, white paint</p> <p>ATNS Pump Station Surface area = 36m<sup>2</sup> Floor: grey epoxy paint Walls: Acrylic PVA, white paint</p>	2	<p>Terminal Building Pump Station</p> <p>ATNS Pumpstation</p> <p>(1 required per pump station)</p>	 
<p>Copper Fuel injection pipes and fittings Replacement.</p> <p>Replace with newest type as per ISO 13296:2016 <i>Diesel Engines, High Pressure Fuel Injection Assemblies</i></p>	250m	<p>Terminal Building Pump Station</p> <p>ATNS Pumpstation</p>	

5. Exhaust tail pieces like for like replacement or similar approved latest technologies to retrofit existing system	6	TMB and ATNS Pump station	
6. Like for like replacement of Extractor fans. COC to be provided after installation	2	Terminal Building Pump Station ATNS Pumpstation (1 required per pump station)	
7. A2 wall mounted Perspex information sign (PDF/JPG design to be emailed to Project Manager for approval prior to printing)	2	Terminal Building Pump Station ATNS Pumpstation (1 required per pump station)	

The successful bidder will be responsible for the following:

Condition assessment of fire booster centrifugal pumps 4 x at Permit Office Pump Station and 2 x at ATNS Pump Station and provide detailed recommendations. Pump specifications: Lowara, FHF 100-400 imp 385mm, (see Annexure A for pump assembly)

- Verifying quantities and confirming/communicating the specific quantities (inclusive of fittings, fasteners, and hangers) with the *Employer* on site.
- Creating a removal and installation plan - A detailed program specifying the activities, time and resources are to be submitted and work will commence upon approval by *Employer*.
- Decommissioning
- Supply and delivery parts as listed above
- Installations and refurbishment



- Clearing of site - The bidder will be responsible for the disposal of the old material (classified as scrap by the *Employer*)

**\*\*The Bidders are to confirm measurements during site briefing.**

### **1.1 Extent of the Services:**

#### **Commissioning deliverables:**

On Completion, the service provider is to ensure compliance to, but not limited to SANS 10400-T, ASIB Rule Book 12th Edition, ISO 13296:16, Issue a Certificate of Compliance (CoC)

### **1.2 Applicable National and International Standards**

- Occupational Health and Safety act
- SANS 1475: The production of reconditioned fire-fighting equipment Part 2: Fire hose reels and above-ground hydrants
- SANS 10287: Automatic sprinkler installations for firefighting purposes
- SANS 1091:2012 National Colour Standard
- SANS 62-1 and SANS 62-2: Steel Pipes
- SANS 543: Fire hose reels
- SANS 10400 -T: The Application of the National Building Regulations
- ASTM A795: Standard for the inspection, testing and maintenance of water-based fire protection systems
- ASIB Rule book 12<sup>th</sup> Edition
- ISO 13296:2016 Diesel Engines, High Pressure Tool Injection Assemblies

### **1.3 Brief:**

The service includes condition assessments; supply and delivery; decommissioning of old parts, replacement of critical spares for the fire waterline booster pumps; disposal. Refurbishment of the fire waterline pump station compliance items: access door, extraction fans, floor markings, signage.



#### 1.4 Reference Data

N/A

#### 1.5 Particular / Generic Specifications

The Contractor shall comply with all applicable laws, rules and regulations including without limitation the following;

- [Air Traffic and Navigation Services Company Act](#), No.45 of 1993
- [Airports Company Act](#), No.44 of 1993
- [Aviation Act](#), No.74 of 1962
- [Aviation Laws Amendment Act, No 82 of 1997](#)
- [Carriage by Air Act](#), No.17 of 1946
- [Civil Aviation Offences Act](#), No.10 of 1972
- [South African Civil Aviation Authority Act](#), No.40 of 1998
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- The ACSA Permit regulations

#### 1.6 Use of Reasonable Skill and Care

- i) Hot work, which will need hot work permits.
- ii) High rise areas that will require scaffolding and scaffolding erection certification
- iii) Use of cherry picker that will require certified licensed driver and AVOP permit for airside work

#### 1.7 Key Personnel

##### Minimum Staff Experience

**Technician:** *Minimum* Experience of Less than two years' experience in fire automatic sprinkler systems installation

**Technical Assistant:** *Minimum* Experience of Less than two years' experience in installation of mechanical system

## 1.8 Quality Management

To ensure compliance with all relevant SANS and ASIB requirement as listed above.

## 1.9 Property and / or Utilities etc. provided by ACSA for the Service Provider's Use

- Ablution Facilities
- Staff Parking

## 1.10 Planning and programming

Contract documents – to be provided by Employer

Purchase order – to be provided by Employer

Permits – to be provided by the Employer

Meeting venues – to be provided by Employer

Parking – to be provided by Employer

Project plan – to be provided by the Contractor

## 1.11 Insurances (Professional Indemnity, Public Liability, etc.)

### INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

### SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

- The Apron / manoeuvring areas; and



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

## SECTION B: INSURANCE CLAUSES

### 1. Insurance requirements for PROJECTS with a value below R50 million on the LANDSIDE

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.

#### 1.1 Contract Works.

- The contractor must secure a contract works insurance cover of a minimum of R250 000, each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### 1.2 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R275 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R500 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### 1.3 Professional Indemnity

- All consultants must secure Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover of R5 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

### 2. Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.



## 2.1 Contract Works

- The contractor must secure a contract works insurance cover of a minimum of R250 000, each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

## 2.2 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R525 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R750 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for damage to aircraft, for a minimum limit of R750 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

## 2.3 Professional Indemnity

- All consultants must secure Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover of R5 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

## 1.12 Meetings (Management and other)

Kick off meeting before project execution

Progress meetings will be held weekly at the start of the project and fortnightly during construction.

Technical meetings will be held as per demand.

Close out meeting at the end of the project and hand over.



### 1.13 Daily / Weekly / Monthly / Quarterly Records, etc.

Status Report	Frequency	Responsibility
Project Program/ Schedule of activities	<ul style="list-style-type: none"> <li>At the start of a project</li> <li>If there are changes affecting the critical path</li> </ul>	Service Provider & Approval by Project Manager
Progress Reports	Monthly	Service Provider

### 1.14 Approvals

Safety department for permit to work

Safety department for safety file approval

Training Centre for Airside Induction and Certificates

Permit office for permits

Permit office for parking

Permits office for access control cards

Project Manager for approval of Program

### 1.15 Procurement (Where Applicable)

The following is a reference to SANS 10396:2003 "Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures"

### 1.16 Proof of Compliance with the Law

1. Company Health, Safety, and Environmental Policy.
2. Company HIV and AIDS Policy.
3. Company COVID 19 Policy
4. Letter of good standing (Department of labor).
5. Company letterhead with contact details.
6. Company Profile.
7. Proof of company registration.
8. Proof of SARS registration.



9. Public Liability (insurance cover).
10. Company Organogram (showing company reporting structure).
11. Site Team organogram with names and cell numbers of the specific team working on specific site.
12. Scope of work.
13. List of employees working on this project (with their ID numbers and positions listed).
14. List of tools and equipment to be used on this project.
15. Sub-contractor's internal Employee induction (focusing on specialist work, specific tasks, risk assessments related to these tasks, methods to be used and general site safety).
16. Letter of appointment from Principal Contractor or Client.
17. Agreement with Mandatory signed by contractor and principal contractor.
18. Statutory Legal Appointments – (application to all contractors)
  - CEO's delegation of duties – attach ID, CV & certificates
  - Supervisor of construction work – attach ID, CV & certificates
  - Subordinate supervisor of construction work – attach ID, CV & certificates
  - Fall protection plan developer – attach ID, CV & certificates
  - Risk assessor – attach ID, CV & certificates
  - Portable electrical tools inspector
  - Accident/Incident Investigator – attach ID, CV & certificates
  - Safety committee member
  - Stacking and storage inspecting
  - Hand Tools inspector
19. Other appointments (if required)
  - Safety officer – attach ID, CV & certificates

#### **1.17 Format of Communications**

All communication to be done through the project manager following NEC 3 contract guidelines.

#### **1.18 Forms for Contract Administration**

NEC 3 contracting document will be used for this project.

#### **1.19 Use of Documents by the Employer (ACSA)**

*All documents issued by the employer are to be treated as confidential and no transfer of information or documentation to a third party is allowed, without the employer's approval*

**1.20 Co-operation with Other Services Providers**

The service provider to interact with appointed maintenance contractor for maintenance of fire suppression system, for system isolation and energising. The communication should be through appointed Project Manager.

**1.21 Payment Certificates**

Payment certificates will be submitted to the Project Manager for approval prior to invoicing.

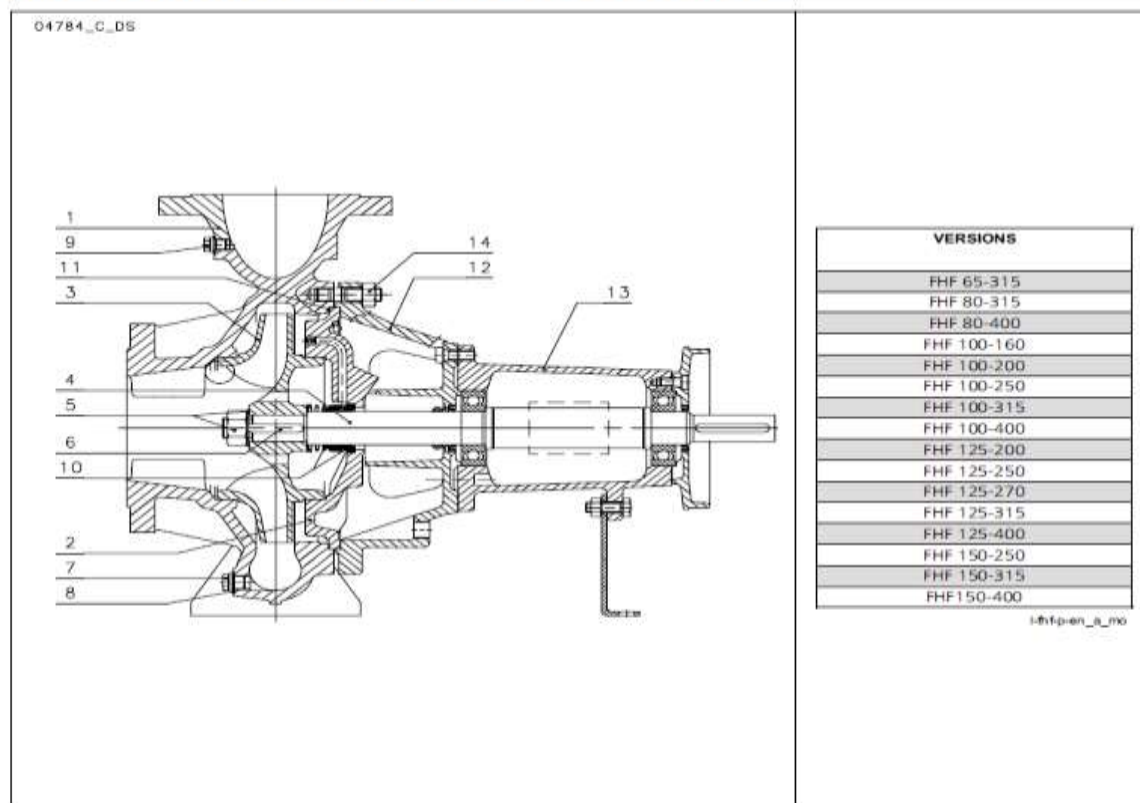
**1.22 Access to Land / Buildings / Sites (e.g., Permit Requirements)**

Permit to work- on approval of a safety file and Covid-19 plan

Access to buildings – on successful completion of the Induction training and upon issuance of access permits

## 1.23 ANNEXURE A – FIRE BOOSTER PUMPS DETAILS

### FHF BARE SHAFT SERIES LIST OF MODELS AND TABLE OF MATERIALS



REF. N.	PART	MATERIAL	REFERENCE STANDARDS	
			EUROPE	USA
1	Pump body	Cast iron	EN 1561-GJL-250 (JL1040)	ASTM Class 35
2	Seal housing	Cast iron	EN 1561-GJL-250 (JL1040)	ASTM Class 35
3	Impeller	Cast iron	EN 1561-GJL-250 (JL1040)	ASTM Class 35
		Bronze	EN 1982-CuSn10-C (CC480K)	UNS C90700
4	Shaft extension	Stainless steel	EN 10088-1-X20Cr13 (1.4021)	AISI 420
5	Impeller lock nut and washer	Steel		
6	Tab	Steel	EN 10083-1-C45E (1.1191)	-
7	Fill and drain plugs	Steel		
8	Fill/drain plug seals	Asbestos-free synthetic fiber AFM34 ®		
9	Plugs for gauge connectors	Steel		
10	Mechanical seal	Silicon carbide / Carbon / EPDM (standard version)		
11	Elastomers	EPDM (standard version)		
12	Adapter	Cast iron	EN 1561-GJL-250 (JL1040)	ASTM Class 35
13	Support body	Cast iron	EN 1561-GJL-250 (JL1040)	ASTM Class 35
14	Pump body fastening bolts and screws	Steel		





Fire Booster Centrifugal Pump Name Plate



Pressure Gauges and Pressure Switches



### 3. SECTION 3: PREFERENCE POINTS AND PRICE

#### 3.1. Preference Points Claims

3.1.1. In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

3.1.1.1. The 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and

3.1.1.2. The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

3.1.2. The value of this bid is estimated to not exceed R 50 000 000 (all applicable taxes included) and therefore the **80/ 20** system shall be applicable. Preference points for this bid shall be awarded for:

3.2. The maximum points for this bid are allocated as follows:

	Points
3.2.1. <b>Price</b>	80
B-BBEE Status Level of Contribution	20
<b>Total Points for Price and B-BBEE must not Exceed</b>	<b>100</b>
3.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	
3.2.3. ACSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.	

#### 3.3. Definitions

3.3.1. **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

3.3.2. **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good



Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 3.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 3.3.6. **“Designated Group”** means:
  - 3.3.6.1. Black Designated Groups;
  - 3.3.6.2. Black People;
  - 3.3.6.3. Women;
  - 3.3.6.4. People with disabilities; or
  - 3.3.6.5. Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 3.3.7. **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 3.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 3.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 3.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 3.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 3.3.12. **“Person”** includes a juristic person;
- 3.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;



- 3.3.14. **“Price”** means all applicable axes less all unconditional discounts;
- 3.3.15. **“QSE”** means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 3.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 3.3.17. **“Rural Area”** means:
- 3.3.17.1. a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
  - 3.3.17.2. an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 3.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 3.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 3.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 3.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 3.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA

### 3.4. Adjudication Using A Point System

- 3.4.1. The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.



3.4.2. Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts

3.4.3. Points scored will be rounded off to the nearest 2 decimal places.

### 3.5. Award of Business where Bidders have Scored Equal Points Overall

3.5.1. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.

3.5.2. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.

3.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

### 3.6. Points Awarded for Price

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

#### 3.6.1. Points Awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20



2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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



concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

### 3.7. Bid Declaration

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

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 3.2.1)

B-BBEE Status Level of Contribution: \_\_\_\_\_ = \_\_\_\_\_ (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 0 must be in accordance with the table reflected in paragraph 3.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

### 3.8. Sub-Contracting

3.8.1. Will any portion of the contract be sub-contracted? YES / NO (*\*Delete whichever is not applicable*)

3.8.2. If yes, indicate:

3.8.2.1. The sub-contracted percentage is: \_\_\_\_\_%

3.8.2.2. The type of ownership is as follows in terms of percentage out of 100:

3.8.2.2.1. black ownerships is: \_\_\_\_\_

3.8.2.2.2. black youth ownership is: \_\_\_\_\_

3.8.2.2.3. black women ownership is: \_\_\_\_\_

3.8.2.2.4. black people with disabilities ownerships is: \_\_\_\_\_;

3.8.2.2.5. black people in rural areas, underdeveloped areas or townships ownerships is: \_\_\_\_\_

3.8.2.2.6. black ownership of the co-operative is: \_\_\_\_\_

3.8.2.2.7. black people who are military veteran ownership is: \_\_\_\_\_

3.8.2.2.8. Combined ownership of any of the above is: \_\_\_\_\_.



3.8.3. The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the tenderer/bidder.

3.8.3.1. The name of the sub-contractor is:

\_\_\_\_\_

3.8.3.2. The B-BBEE status level of the sub-contractor is: \_\_\_\_\_

3.8.3.3. The sub-contractor is an EME: YES / NO (\*Delete *whichever is not applicable*)

3.8.4. A bidder may not sub-contract any portion of the tender after award without the written approval a delegated ACSA representative.

### 3.9. Declaration with Regard to the Bidder

3.9.1. **Name of bidding entity**

3.9.2. **VAT Registration**

3.9.4. **Company registration number:**

3.9.5. **Type of company / firm:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

[TICK APPLICABLE BOX]

### 3.10. Describe principal business activities

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 3.11. Company Classification





- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transportation, *etcetera*.

[TICK APPLICABLE BOX]

**3.12.** Total numbers of years the company / firm has been in business:

\_\_\_\_\_

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

- 3.13.1. The information furnished is true and correct.
- 3.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section.
- 3.13.3. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
- 3.13.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
  - 3.13.4.1. Disqualify the person from the bidding process;
  - 3.13.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 3.13.4.3. 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;
  - 3.13.4.4. Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - 3.13.4.5. Forward the matter for criminal prosecution.

**Witnesses:**

1. \_\_\_\_\_

 \_\_\_\_\_  
 Signature(s) of bidder(s)

2. \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**4. SECTION 4: EVALUATION CRITERIA****4.1. Evaluation Criteria**

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

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

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

<b>Stage 1</b>	<b>Check if Bidder meets the pre-qualifying criteria</b>
<b>Stage 2</b>	<b>Check if all mandatory documents have been received</b>
<b>Stage 3</b>	<b>Evaluate on functionality or the technical aspect of the bid</b>
<b>Stage 4</b>	<b>Evaluate price and Preference (B-BBEE)</b>



<b>Stage 5</b>	<b>Post tender negotiations (if applicable)</b>
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### 4.3. Pre-Qualification

#### 4.3.1 PPPFA (BBBEE Level 1-4)

### 4.4. Mandatory Requirements

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

- 4.4.1 Acceptance of Airports Company South Africa's tender terms and conditions
- 4.4.2 CIDB 2SF or Higher
- 4.4.3 ASIB Registration as provisional/conditional/installer/supervising installer
- 4.4.4 Letter of Good standing: Bidding entity to provide proof of COIDA (Valid letter of good standing with Workers Compensation Commissioner OR Proof of Application) with Department of Labour/FEM/RMA.
- 4.4.5 Duly signed and acceptance of Acsa's terms and conditions

### 4.5. Functionality

## 1. EVALUATION PROCESS

- 1.1. The functional / technical evaluation will be based on a threshold, where bidders which fail to achieve the Threshold Points per criteria AND the minimum of 65 points on the functional / technical stage will not be considered for further evaluation.
- 1.2. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 65 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.
- 1.3. The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.
- 1.4. Failure to comply / satisfy all the mandatory requirements below will result in disqualification of the bid.
- 1.5. Proof must be provided.

## 2. FUNCTIONALITY EVALUATION CRITERIA

### 4.1 Functionality Criteria

4.1.1 The functionality / technical evaluation is a key component of the technical scope that must be approved as part of peer scope evaluation and recommendation

4.1.2 Only bidders who qualify in Stage 1 and 2 evaluations will be evaluated in Stage 3.

4.1.3 The criteria are as follows:

4.1.4 Threshold:

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

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

### Qualifications

Role	Qualification	Score
<b>Technician/Artisan x 1</b> Please provide: Proof of Qualification	N4 PLUS SAQA Accredited trade test (Fitter/Millwright)	20
	SAQA Accredited trade test (Fitter/Millwright)	10
	Qualification not Relevant	0
<b>Maximum Score</b>		<b>20</b>
<b>Minimum Score</b>		<b>10</b>

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

Role	Qualification	Score
<b>Technical Assistant x 1</b> Please provide: Proof of Qualification	Mechanical N3 or Higher	15
	Mechanical N2	10
	Qualification not relevant	0
<b>Maximum Score</b>		<b>15</b>
<b>Minimum Score</b>		<b>10</b>

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

### Experience

Role	Experience	Score
<b>Technician/Artisan x 1</b> Please provide: <u>Comprehensive</u> CVs for each member of the team to demonstrate technical	4 or more Years' experience in Installation/refurbishment or maintenance of diesel engine pumps	20



skills and projects worked on (relating to the advert). Please ensure that the correct supporting CV is included in the submission.	2-3 Years' experience in Installation/refurbishment or maintenance of diesel engine pumps	15
	Experience not relevant	0
<b>Maximum Score</b>		<b>20</b>
<b>Minimum Score</b>		<b>15</b>

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

Role	Experience	Score
<b>Technical Assistant x 1</b> Please provide: <u>Comprehensive</u> CVs for each member of the team to demonstrate technical skills and projects worked on (relating to the advert). Please ensure that the correct supporting CV is included in the submission.	More than 3 years' experience in installation/repairs of Mechanical Systems	15
	1-2 years' experience in installation/repairs of Mechanical Systems	10
	Experience not relevant	0
	<b>Maximum Score</b>	<b>15</b>
<b>Minimum Score</b>		<b>10</b>

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

### Company Experience

Criteria	Sub-Criteria	Score
Bidder must provide a minimum of two (1) relevant trade reference letter (with Employer's Letterhead where works were done, contactable reference for completion new Installations/ replacements of fire water pumps)	<b>Relevant Work</b>	
	Provide two or more positive responses	30
	Provide one positive response	20
	<b>Negative Response</b>	0
<b>Maximum Score</b>		<b>30</b>
<b>Minimum Score</b>		<b>20</b>

### Risk

Risk	Mitigating factors
Electrocution	Correct PPE
Unavailability of sprinkler system	Detailed program and maintenance downtime durations to be communicated timeously.

### Pricing Schedule

Please note: pricing schedule is inclusive of tools, and PPEs (Including cost of OHSact compliance and COVID-19 compliances), consumables and cost of movement for execution of work.

### Pricing Schedule 1

Items	Price
Safety File (OHS Compliance, Medicals, Training Costs, etc)	R5 000
Permits (based on proven costs)	R10 000
<b>Total</b>	<b>R15 000</b>

### Pricing Schedule 2

#	Description (See detailed scope of works)	Unit	Qty	Rate per unit	Total cost (Qty x Rate)
	<b>Material 1 (Supply and Deliver)</b>				
2	Electrical Pumps (Q=50l/min) and associated piping, fittings, and connectors	ea.	2		
3	Electrical cable sleeve foam seal replacement.	Sum			
4	Copper Fuel injection pipes and fittings Replacement.	Sum			
5	Exhaust tail pieces	ea.	6		
6	Extractor Fans	ea.	2		
7	Doors & Signage	Sum			
8	Paint	Sum			
9	Consumables	Sum			
10	Contingencies corroded pipework replacement, etc (payment to be done on proven costs)	Sum			R50 000
11	Testing and Handover documentation	Sum			
<b>Total (Excl. VAT)</b>					

### Pricing Schedule 3 – Diesel Pumps Condition Assessment and Material

#	Description (See detailed scope of works)	Unit	Qty	Rate per unit	Total cost (Qty x Rate)
	Condition assessment on generator booster centrifugal pumps and detailed recommendations	ea.	6		
<b>Material 2 - Supply &amp; Deliver Diesel pump spares, (for budgeting purposes based on proven demand, costs, and quantities). Purchase upon approval by ACSA Project Manager</b>					
1	Impeller	ea.	6		
2	Shaft Extension	ea.	6		

3	Impeller lock nut and washer	ea.	6		
4	Tab	ea.	6		
5	Fill and drain plugs	ea.	6		
6	Fill/drain plug seals	ea.	6		
7	Plugs for gauge connectors	sum	6		
8	Mechanical Seal	ea.	6		
9	Bearings	ea.	6		
10	Elastomers	ea.	6		
11	Adapter	ea.	6		
12	Pump body fastening bolts and screws	Sum	6		
13	Couplings	ea.	6		
14	Gaskets	sum	6		
15	Pressure Gauge (0-1600kPa)	ea.	12		
16	Pressure Switch	ea.	12		
17	Starter	ea.	1		
18	Battery 12V	ea.	12		
<b>Total (Excl. VAT)</b>					

#### Pricing Schedule 4

Labour	Unit	Qty	Unit Price	Total Price (R)
Labour	Sum			R
Travelling	Sum			R
<b>Total (Excl. VAT)</b>				<b>R</b>

**Note 1:** Labour price include travelling, accommodation, admin and fees on overheads, PPE and tools allowances.

Summary of Pricing Schedule	Price
Pricing Schedule 1	R
Pricing Schedule 2	R
Pricing schedule 3	R
Pricing schedule 4	R
Total Excluding VAT	R
VAT @15%	R
<b>Total Including VAT</b>	<b>R</b>

### ADHOC LABOUR RATES

Note: These costs are for evaluation purpose. 80/20 maintenance principle applied.

Rates are inclusive (include travelling, accommodation, admin and fees on overheads, PPE and tools allowances.)

ITEM	Hourly Rates
Engineer	R
Technician	R
Technical assistants	R
General Labour	R

### PROVISIONAL AMOUNT FOR SPARES AND MARK UP

Indicate % Mark-Up on 3rd Party procured items and Services

Markup	
Value of Item or Services	Mark Up Percentage
R0 - R2,000	%
R2,001 - R5,000	%
R5,001 - R10,000	%
R10,001 - R50,000	%



### Stage 3 Price and BBBEE (80/20 or 90/10)

- (a) Tenderers will be evaluated and adjudicated by the Employer using “The 80/20 preference point system” which awards points on the basis of:
- The Tendered price (as per form of offer) – 80%
  - BBBEE – 20%
- (b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.

The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

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

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer.

- (b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.

## 4.6. Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20**. Price will amount to 80 points, whilst preference will be 20 points. The award of business will be



made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exist, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*.

The Bidder to provide the following:

- A detailed schedule providing a breakdown of the Bidders price. It is important that the bidder lists all the assumptions made to calculate the final total.
- All prices to be in ZAR excluding VAT and another total including VAT.

## 5. SECTION 5: RETURNABLE DOCUMENTS

### 5.1. Mandatory Returnable documents

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

### 5.2 Returnable Documents and information

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Declaration of Interest Form Section 7	
Declaration of Forbidden Practices Section 8	
Bidders must accept the ACSA Terms and Conditions Section 9	
Terms and Conditions of RFP Section 10	
Certificate of Authority to sign Tender	
Company Previous Experience	
Resource Qualification	
Resource Experience	
Proof of Professional Registration and Certified Proof of Qualifications	



SBD 4 Declaration of interest	
SBD 8 Declaration of Bidders Past Supply Chain Management Practices	
SBD 9 Certificate of Independent Bid Determination	
NEC Contract Document	

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Tax Clearance Certificate (ACSA may not award a tender to a bidder whose tax affairs have not been declared to be in order by SARS) Appendix L	
Names and identity numbers of Directors Appendix L	
Certificate of Incorporation Appendix L	
Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD) Appendix M	
Latest Audited Financial Statements	

## 6. Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

## SECTION 7: DECLARATION FORM



### 7.1 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. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

### 7.2 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 a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

Where a relationship exists, please provide details of the ACSA employee or official and the extent of the relationship below

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### 7.3 Full Names of Directors / Trustees / Members / Shareholders of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number




- 7.4 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



## SECTION 8: DECLARATION OF FORBIDDEN PRACTICES

I/We hereby declare that we have not/been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State-Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

	Description	Penalty	Organ of State / State Owned Company
a)			
b)			

Furthermore, I/We declare that to the best of my/our knowledge there is /are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

	Description	Organ of State / State Owned Company
a)		
b)		

This declaration was signed on \_\_\_\_\_ of \_\_\_\_\_ 2022\_\_\_\_\_

Name:

\_\_\_\_\_

Designation:

\_\_\_\_\_

Signature:

\_\_\_\_\_



## SECTION 9: TERMS AND CONDITIONS OF RFP

### 9.1 Conditions of the request for proposal

- 9.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 9.1.2 Any bids received after the tender closing date and time of **18 October 2022 at 14:00pm** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 9.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 9.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 9.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 9.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
  - a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
  - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 9.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 9.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a



successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.

- 9.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 9.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 9.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 9.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 9.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

## **9.2 Binding Arbitration Provision**

- 9.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
  - Concerning any aspect of the RFP process to anything done or decided there under: or
  - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 9.2.2 Such arbitration shall be by a single arbitrator who shall be –
- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
  - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.





- 9.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 9.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 9.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 9.2.6 The arbitration shall be held in Johannesburg in the English language.
- 9.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 9.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

### **9.3 RFP Acceptance**

- 9.3.1 ACSA reserves the right to reject: -
  - a. Incomplete bids;
  - b. Late bids;
  - c. Conditional bids; and
- 9.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 9.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 9.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 9.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 9.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 9.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee



may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.

## **SECTION 10: ACSA TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS**

TO: Airports Company South Africa Limited.

Bid No: RFQ 27484

### **1. Bidder's Name and Contract Details**

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

### **2. Proposal Certification**

We hereby submit a Proposal in respect of Appointment of a Service Provider to provide Integrated Report Services for a period of three (3) years in accordance with Airports Company South Africa's requirements.



- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Tender Board's decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after eighty-four (84) working days calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2022
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	



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

## WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....