



REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF SERVICE PROVIDER TO UNDERTAKE MAINTENANCE OF THE FIRE DETECTION AND GAS SUPPRESSION INFRASTRUCTURE FOR A PERIOD OF 5 MONTHS FOR AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED (ACSA) – CAPE TOWN INTERNATIONAL

Airports Company of South Africa
RFB reference number: CIA RFQ 70015

BID SUBMISSION DEADLINE: TUESDAY 15TH FEBRUARY 2022 AT 14:00

| | |
|--------------------------------|------|
| Bidding Company Name | |
| Representative Name | |
| CSD Registration Number | MAAA |
| Signature | |
| Date | |

RFB Timelines

| | |
|--------------------------------------|---|
| Bid Invitation | 25TH January 2022 |
| Enquiries closing Date and time | COB Thursday 10th February 2022 |
| RFB submission closing Date and time | 15th February 2022 at 14:00 |

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SECTION 1: INSTRUCTIONS TO BIDDERS

Award can only be made to Bidders who are registered with National Treasury (CSD) and whose Tax Matters has been declared in order by SARS.

Completion of Tender Documents

The original tender document must be completed fully in black ink and originally signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity must be cleared with contact person for the tender before the tender closure.

The tender document as provided by the Airport Company South Africa's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by ACSA.

1.2 Submission of response

Bidders must submit bid documentation electronically.

Bidding entity's name

Full description of the tender and tender reference number

The documents must be kept in the sequence and format they have been issued, signed, and completed by a person who has been given authority to act on behalf of the bidding entity. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted before the **Tuesday 15th February 2022 at 14:00** using the following method(s):

kamaal.allom@airports.co.za

(a) Faxed, e-mailed and late tenders will not be accepted.

The successful bidder will be expected to sign the agreement ACSA, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between ACSA and the successful bidder



1.3 Alternative Bids

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

1.4 Late Bids

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

1.5 Clarification and Communication

Name: Kamaal Allom

Designation: Buyer

Email: kamaal.allom@airports.co.za

Request for clarity or information on the bid may only be requested until **COB Thursday 10th February 2022**

Any responses to queries or for clarity sought by a bidding entity will also be sent to all the other bidding 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.

1.6 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.

1.7 Disclaimers

It must be noted that ACSA may:

- a) Award the whole or a part of this tender;
- b) Split the award of this tender;
- c) Negotiate with all or some of the shortlisted bidders;
- d) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- e) Cancel this tender;
- f) ACSA does not take any responsibility for expenses or loss, which may be incurred by any bidder in preparation of this bid.

1.8 No Contact Policy

Neither Bidders, nor their members (if consortia), nor their respective advisers, may contact officers, employees or advisers of ACSA, save as provided for in point 1.6 above, in connection with the RFP/RFB or the submission of bids at any time after the Clarification and Communication closing date. Contact will however be permissible only in the case of pre-existing commercial relations, in which case contact may be maintained only in terms thereof. In making such allowed contact, neither Bidders nor their members, nor anyone acting on behalf of any Bidder or member, may refer to this RFP/RFB or bid in response thereto. The “no contact policy” will not apply in relation to any information deemed to be in the public domain, or which is readily available from organs of state.

1.9 Conflict of Interest

Bidders are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to ACSA. Bidders should contact ACSA for clarity on whether a conflict of interest exists or not. The existence of a conflict of interest or a failure by a bidder to timeously disclose any such conflict or part conflict, may result in the bidder’s bid being disqualified.

1.10 Validity Period

In order for ACSA to thoroughly evaluate responses, it requires a validity period of one hundred and twenty (84) business/working days, therefore the prices which have been quoted by the bidder must remain firm and valid for such period. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the prices submitted.



Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting

1.11 Confidentiality of Information

ACSA will not disclose any information furnished to ACSA through this tender process to a third party or any other bidder without the prior written approval of the bidder whose information is sought.

Furthermore, ACSA will not disclose the names of the bidders until the tender process has been finalised.

Bidders may not disclose any information provided to them as part of this process to any third party without the prior written approval of ACSA. In the event that the bidder requires to consult with third parties on the contents of this RFP/RFB document, such third parties must complete and sign confidentiality agreements, which should be returned to ACSA as part of response submission to this tender process.

1.12 Anti-Corruption Hotline

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 ANTI-CORRUPTION HOTLINE

Free Call: 0800 00 80 80

Fax: +27 (0)12 664 0307: Fax2e-mail: 086 726 1681: Email: office@thehotline.co.za

SECTION 2: SUBMISSION OF RFP/RFB

2.1 Terms and Conditions of RFP/RFB

- 2.1.1** This RFP/RFB is open to all bidders, registered and duly authorised to provide products and/or services in South Africa.
- 2.1.2** Any bids received after the bid submission date and time will not be considered by ACSA and will therefore be disqualified. These bids will remain unopened until the award of the contract to the successful bidder has taken place.
- 2.1.3** Should the bidding entity with a late submission wish to have their bid returned to them, they must do so in writing. Should a written request for the return thereof not be received within thirty (30) days of the award of contract, such bid will be destroyed by ACSA.
- 2.1.4** Except where specifically provided for in this RFP/RFB, a bidder may make no changes to its bid after the closing time and date.
- 2.1.5** ACSA reserves the right to award the contract based on the bid submission received from a bidding entity subject to ACSA's terms and conditions.
- 2.1.6** ACSA or their 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.
- 2.1.7** Should the bid be 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:
- (i) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award and/or
 - (ii) 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.
 - (iii) 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.
- 2.1.8** 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.



- 2.1.9** ACSA reserves the right to amend the terms and conditions of this RFP /RFB 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.
- 2.1.10** ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP/RFB at any time without giving rise to any obligation for the responsibility for any loss or financial damage which may be incurred or suffered by any bidder.
- 2.1.11** In the case of a joint venture or partnership between service providers, evidence of such joint venture must be included with the bid submission, either in the form of a Joint Venture Agreement or Memorandum of Understanding. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign the RFP/RFB 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 bid.

Binding Arbitration Provision

- 2.1.12** It is a condition of participation in this RFP/RFB 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/RFB documents or of anything required to be done or performed there under;
 - Concerning any aspect of the RFP/RFB process to anything done or decided there under: or
 - Concerning the validity of the award of the RFP/RFB to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.

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.
- 2.1.13** Upon every or any such reference, the costs of an incidental to the reference and award shall be at 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.
- 2.1.14** 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.
- 2.1.15** Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.



2.1.16 The arbitration shall be held in Johannesburg in the English language.

2.1.17 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.

2.1.18 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

RFB Acceptance

2.1.19 ACSA reserves the right to reject: -

- a. Incomplete bids;
- b. Late bids;
- c. Conditional bids; and
- d. Bids that are non-compliant with the procedural and administrative requirements.

2.1.20 This RFP/RFB 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.

2.1.21 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP/RFB, will form part of the RFP/RFB. In case of any discrepancy, however, the issued RFP/RFB and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.

2.1.22 Notwithstanding any other provision 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 in this tender process unless interest is declared and approved as per Delegated Level of Authority.

2.2 Response format and content

Please organise proposals in separately tabbed sections with labels that correspond to the sections that have been outlined in the Index of this RFP/RFB document.

- Please keep sections sequential.
- Provide a concise response in provided spaces.
- Wherever a table is provided, please title your section tab to match the RFP/RFB section in which the table appears.
- Use the table format for your responses and maintain the sequence and reference numbers in the table.
- Please keep responses in the document formats they are being requested.



SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

3.1 Background

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

ACSA operates South Africa's nine principal airports, comprised of the country's major international airports, namely; O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely; Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport and Kimberley Airport. ACSA's registered corporate office operates from Bedfordview.

The sustained growth in air traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the company's excellent financial performance over time. This has enabled the company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders, and employees. In addition, it has allowed the company to extend its business focus to include the promotion of tourism to facilitate economic growth through an increase in job creation and the protection of the environment.

ACSA is focused on creating and operating world-class airports measuring up to international standards. This is evidenced by ACSA's participation in selected airport management. In February 2006, ACSA and a consortium comprising an Indian company GVK and South African listed company, Bidvest, won a concession to manage Mumbai International Airport (MIAL). In addition, ACSA is extensively involved in the expansion, maintenance and management of Guarulhos International Airport (Guarulhos) in Brazil. Guarulhos is currently the largest international airport in Latin America.



3.2 Purpose of this Tender

Airports Company South Africa, Cape Town International would like to appoint a suitably qualified and experienced Service Provider for the contractor to undertake maintenance of the Fire Detection and Gas suppression for a period of 5 months.

Scope of Work –

The contractor will be responsible for the maintenance and repairs of fire detection System and the gaseous suppression system at Cape Town International Airport, the appointed service provider will be fully responsible for meeting all requirements relating to the maintenance and repair. All work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. It is crucial for the contractor to note that CTIA is a National Key Point and governed as such. Overview Description of Works

The system is located the following areas:

- Terminal Buildings (Terminal 1 &2, CTB, Terminal 5)
- Office Buildings (SOB, Power & Lighting, Fire station)
- Parkade Buildings
- Cargo Warehouses excluding SA Cargo Buildings
- Oval Building
- Airfield buildings.
- FedEx
- Foxtrot 8 Locker Rooms
- VIP (Protocol Lounge).

The specifications and requirements in this document comprise the description of the Works. The Contractor will be appointed directly by the Airports Company of South Africa.

CTIA FDS Equipment to be maintained

The CTIA Fire Detection installation comprises of the following equipment:

46 x Ziton Panels (4 Master Panels and 36 Slave panels)

3000 x Optical detector

500 x Heat Detectors

343 x Breakglass Unit

236 x Optical Sounders

98 x CO2 Gas Bottles

5 x Nitrogen Gas Bottles

34 x HFC227 Gas Bottles

Interface to Ancillary equipment 118 Batteries



Weekly Inspection and Faults Elimination.

The contractor will be required to conduct weekly inspection in all panels; all faults are to be eliminated before the end of that day unless waiting for spares which did not form part of stock keeping.

Major faults e.g. loop faults: open loops communication faults etc will be fixed immediately once ACSA representative has been informed, detailed report to be submitted detailing the failure, its cause, and steps to be taken to prevent re-occurrence.

Periodic maintenance of complete system.

The system in use is a combination of Ziton and Aritech Products. Work and servicing conducted on these systems will be conducted by a Contractor that has received training by the suppliers on the relevant products. The Contractor shall maintain the following detectors and manual call points in all areas as per supplier specification in compliance to SANS 10139 as follows:

- Addressable detectors Conventional manual call points
- Maintenance shall include inspection of equipment for operations, adjustment for correct positioning and cleaning of equipment.
- Fire detectors will be activated and checked for operation
- Control modules in main control panel will be removed, cleaned, and tested.
- Ensure that all and that the correct alarms reflect on the Maestro system
- Ensure that the links between the Fire Systems and other control systems are operational and ensure that all systems are functional as per the Rational Fire Design
- Panel under maintenance must be isolated from the entire network, to avoid alarms because of these tests.

The frequency of the maintenance tasks may vary depending on operational requirements. Cleanliness and functioning of detectors shall be evaluated and the interval between services adjusted accordingly.

Contractor must ensure that all detectors and manual call points are at least serviced bi-annually, all serviced detectors and call point lists to date to be submitted to ACSA representative monthly.

Periodic testing of system functionality Co2.

The Contractor shall test full system functionality as per the OEM specification and complying with SANS 10139.

The Contractor shall work hand in hand with the ACSA contract manager in scheduling such tests. Testing should be conducted on the following panels and control unit:

- Addressable gas control units
- Conventional gas control units
- Addressable fire panels
- Conventional fire panels
- Gas panels
- Deluge systems
- Global control panels

Visual and audible alarms associated with the area will be tested and checked for correct operation.

Control signals to remote stations and equipment within the airport will be tested.



Check the integrity of the wire centres and test the correct operation of the seal curtains in the sub stations quarterly.

The end to end test (communication link test) for Ziton systems shall be conducted on the selected areas with double

knock activation as follows:

Between panels and main panel in the OCC helpdesk (for Ziton only)

Between panels and CTIA Fire station,

Communication with Maestro System

Functional tests on all auxiliaries controlled by the Fire detection System, such as lifts, escalators, Extraction fans, fire doors, roller shutter doors, audible alarms, PA systems and air-conditioning shutdown. These tests to be checked against the Rational Fire Design for the airport and all deviations to be reported by the contractor.

Each area of the airport will receive a functional end to end test within a period of 6 months.

It should be noted that all tests to be conducted must be communicated via ACSA representative to inform all affected stakeholders. All tests involving double knock should be conducted after the last scheduled flight.

Maintenance on Fire Detection Sensors

The Contractor shall compile and maintain an inventory of serviceability and include the date of installation and location of each sensor and ACSA will be in control of this inventory as part of the contract.

The Contractor shall upon direction from ACSA replace these sensors as part of the maintenance requirement of the contract. ACSA will be responsible for supplying these sensors to the Contractor for this purpose as part of the contract.

The Contractor is to maintain an accurate and updated inventory of all fire detection and gas suppression systems

and all its relevant accessories at ACSA and this will be controlled by the ACSA contract manager.

Maintenance on Standby Batteries.

The Contractor must replace standby batteries utilized by the detection system, when deemed unserviceable. Each battery is to be engraved with the date the battery came into use. Batteries cost will be covered by ACSA as part of the contract terms. The number of batteries currently in use at ACSA is 118. A register is to be kept by the Contractor with numbers, locations and replacement dates and needs to be submitted to the ACSA representative all the time.

- Batteries will be checked generally, and electrolyte replenished.
- Power supply units will be checked for satisfactory operation.
- Hydrostatic Testing & Inspection.
- Hydrostatic testing and inspections will be done on any of the Gas, CO2 cylinders and flexi-hoses on their due date during the contract period. ACSA will be responsible for payment of these tests to the Contractor for this purpose as part of this contract.



When discharge of a system occurred, the following rules apply:

All remote Substations and Plantrooms

The Contractor is to construct blow-off systems at the -down area. ACSA will be responsible for replacing and refilling any cylinders and/or flexi-hoses that fail their hydrostatic testing and inspection as part of the contract.

- 2.FM200 gas suppression system release will be tested for satisfactory operations/signal if applicable
- 3.FM200 gas suppression system delay mechanism will be tested, if applicable
- 4.Contractor must ensure that a penetration seal in the wire centres is intact and seal curtains in the substations are operational.

Quality Control and Reporting.

The contractor shall provide a complete set of reports and quality control documents in accordance with the contractors ISO 9001 certification, to manage the report process and action all aspects of the maintenance program.

The maintenance report will be made up by the following reports:

Maintenance schedules

Service reports

Test reports

Download reports

Feedback reports

Fix system reports

Repairs reports

New installation reports (where applicable)

Hand-over reports (where applicable)

Health and safety reports

Download the technical alarms on the Maestro system on a weekly basis and clear the alarms within the specified Service Level times The contractor shall report to ACSA monthly with a monthly report. The updated documents and the issues raised from these reports will be fully discussed and raised to ACSA regarding the contract.

Extent of the works

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works. In addition, all Works will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and Maintenance and Engineering working procedures, as well as any applicable governing law and/or regulations. mises at the pre representative and attend to any matters which may necessitate action. Upon completion of the service/maintenance visit, the Contractor shall complete a comprehensive written service report in respect of Fire Detection System visit, listing all activities undertaken, additional work performed and leaving the premises.

The report pro- s) sheets shall be completed for after service.

It should be noted that the preventive maintenance amount should include all standby fees, permit, cell phone support and normal maintenance related spares as per contractual agreement.

An annual stock should be submitted to the contract manager at the beginning on each year for all critical



replacement spare parts needed for execution of works. The principle that applies to stockkeeping is that down-time on equipment should be kept to a minimum. Therefore, all consumables that might be necessary for the execution of the works shall be readily available at the airport premises.

The contractor should guarantee the availability of any major spare parts - priority one spare parts (e.g. detectors, batteries, magnetic locks, network cards etc.) to be on site within 24 hours (calculated from the time the breakdown is reported).

The contractor should list exclusions, if any, to the above with the maximum time necessary to acquire this spare part. The works is located at Cape Town International Airport at various locations in restricted and access-controlled areas.

Standards and specifications

Contractor must conduct maintenance according to and comply with the following requirements:

FDIA or SAQCC registered or similar recognised association

SANS 10139: Fire detection and alarm systems for buildings

SANS 101400: The application of the National Building Regulations

SANS 14520 Part 1-15: Gaseous fire-extinguishing systems

ISO 9001: Quality Management System

OEM Maintenance Manuals

System Availability:

The contractor shall maintain an overall system Availability of 99.5% for each month. The total installed system (to calculate Availability) will be determined by the number of Amplifiers and microphones in operation

Availability = Total Downtime (hrs) of all FDS units as referenced to the total units per respective month



1.1. **Extent of Services**

The services to be provided in terms of this project are inextricably linked to the Employers Opex budget. The Project will be managed in accordance with the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM).

1.2. **Reference data**

A clarification session will be held to advise on project location.

1.3. **Timeframes and Milestones**

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The Employer may cancel this appointment at anytime during the project subject to budget availability.

1.4. **Format of Communication**

Ad-hoc communication between the Employer and the Service Provider may be conducted telephonically, per electronic format (e-mail) or meetings.

1.5. **Meetings**

The Bidder will be required to attend site meetings as per Scope of Services.

The Bidder will also be required to attend meetings with Service Manager as required. To be included in work stage pricing.

1.6. **Reporting**

A monitoring report will be compiled monthly and submitted to the Service Manager as an overall performance indicator.

1.7. **Audits**

The OHS Act requires a minimum of 1 site audit every 30 day. Monthly reports are to be issued to the OSH dept on agreed date prior to the monthly Contractor site meeting.

1.8. **Key Personnel**

Should it become necessary to replace any of the key personnel listed during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

1.9. **Use of reasonable skill and care**

The Bidder is required to provide all aspects of the service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and to ensure that all legal requirements are met, and that all legal processes are adhered to.



The Bidders' attention is drawn to the fact that the proposed is within Airport Terminal building, Airside and reomtes sites. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to passengers. The Bidder is to adhere to ACSA Occupational Health and Safety always. No leniency will be granted for breach of policy.

Access to all Airport Departure and Arrival areas to always remain free of obstruction.

1.10. Meetings

Site/Technical Meetings

During the Contract period, the Bidder shall attend all site meetings with the Employer

Ad-hoc Meetings

The Bidder will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, to address specific issues as and when the need arises.

General

The Bidder shall be represented at all meetings by at-least one of the key personnel.

1.11. Employers right to recover costs

The Employer reserves the right to recover, by way of a deduction from any amount due to the Bidder, any additional cost which the Employer incurs arising out of non-performance/negligence of the Bidder

1.12. Access to site

Access to public areas is restricted, however, personal access permits are required for access to restricted areas. The Bidder will be required to apply for such personal access permits prior to commencement of project.

All resources must wear a personal access permit always when on site. (refer to ACSA permit cost)

1.13. Format of communication

All requests for formal approval from the Employer, or any other body, shall be submitted in writing. Ad-hoc communication between the Employer and the Service Provider may be conducted in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hardcopy format or unless agreed otherwise with Employer.

1.14. Non-disclosure

All information and other supporting documentation regarding this project may not be shared with 3rd parties without written consent of ACSA Procurement and ACSA Legal. All parties and companies involved in this project will be required to sign a non-disclosure at appointment. Confidentiality agreement to be signed.

1.15 **Fronting**

ACSA supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, ACSA condemns any form of fronting. ACSA, in ensuring that Suppliers conduct themselves in an honest manner will, as part of the tender evaluation process, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in tender documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures & Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Supplier to prove that fronting does not exist. Failure to do so within 14 days from date of notification may lead to the disqualification of the Supplier and may also result in the restriction of the Supplier to conduct business with ACSA, in addition to any other remedies ACSA may have against the Supplier.

1.16 **Contract Award**

ACSA reserves the right to withdraw tenders, reissue tenders and/or divide the scope of supply and award more than one contract. ACSA shall not be obliged to accept the lowest or part or all of any tender submitted. No agreement between ACSA and the Supplier shall come into existence until such time as a written contract signed by ACSA and the Supplier is concluded, or an official purchase order is issued to the Supplier and becomes unconditional in accordance with its terms. The Supplier should not and cannot rely on any communication to the Supplier of a successful tender by ACSA staff and representatives as no legally binding agreement will come into existence until a formal written and legally binding and enforceable agreement is validly concluded and executed. Please further take note that even if a Supplier scores the highest points in a tender/auction the award is subject to a due diligence before a purchase order or contract can be concluded with ACSA.

ACSA reserves the right not to award any tender, including a tender that is technically compliant, if the tender is found to be commercially unattractive

1.17 **Submission of Proposals**

The following requirements are to be adhered to:

- a) Should the Supplier tendering sub-contract more than 25% of the work, a sub-contracting Agreement or letter of intent between both parties should be submitted with the tender.
- b) Should the Supplier tendering make use of a sister company in providing the services, full documentation/proof is to be provided that the sister company is technically competent to provide the services, together with a full explanation on the distribution of the services to be provided
- c) An Agent or local Supplier cannot submit a tender on behalf of a Holding Company and vice versa
- d) Should a tender be submitted as a Joint Venture full details are to be provided on issues of providing services, payment details, liabilities, management, etc. and a signed undertaking of Agreement should the Joint Venture be awarded the contract.



SECTION 4: PREFERENCE POINTS AND PRICE

4.1 Preference Points Claims

In terms of the PPPFA and its regulations the 80/20 preference point system will be used:

- a) The 80/20 system for acquisition of goods or services with a Rand value equal to or above R30 000.00 and up to R50 million (all applicable taxes included); and

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

| | Points |
|--|---------------|
| 4.2.1 Price | 80 |
| B-BBEE Status Level of Contribution | 20 |
| Total Points for Price and B-BBEE must not Exceed | 100 |

4.2.2 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 a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises or an Auditor/Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

4.2.3 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.



4.3 Definitions

- 4.3.1 **“All Applicable Taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies
- 4.3.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 4.3.3 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.4 **“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; “black people” has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- 4.3.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); “co-operative” means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- 4.3.6 **“designated group”** means-
- (a) black designated groups;
 - (b) black people;
 - (c) women;
 - (d) people with disabilities; or
 - (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- 4.3.7 **“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);
- 4.3.8 **“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.9 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 4.3.10 **“military veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- 4.3.11 **“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 4.3.12 **“people with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
- 4.3.13 **“price”** includes all applicable taxes less all unconditional discounts;
- 4.3.14 **“proof of B-BBEE status level of contributor”** means-
- (a) the B-BBEE status level certificate issued by an authorised body or person;
 - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

- 4.3.15 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.16 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 4.3.17 **“rural area”** means-
- (a) 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
 - (b) 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;
- 4.3.18 **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b);
- 4.3.19 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 4.3.20 **“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;
- 4.3.21 **“treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- 4.3.22 **“youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).
- 4.3.23 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 4.3.24 **“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.

4.4 Adjudication Using A Point System

- 4.4.1 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.
- 4.4.2 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
- 4.4.3 Points scored will be rounded off to the nearest 2 decimal places.

4.5 Award of Business where Bidders have Scored Equal Points Overall

- 4.5.1 If 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.
- 4.5.2 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.
- 4.5.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6 Points Awarded for Price

- 4.6.1 The 80/20 Preference Point Systems

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

4.7 Points Awarded for B-BBEE Status Level of Contribution

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

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

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

- 4.7.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 4.7.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.7.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.7.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other



enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.7.7 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.

SECTION 5: EVALUATION CRITERIA

5.1 Overview

ACSA applies a pre-determined evaluation criterion when considering received bids. 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 documentation may be disqualified from the tender process at that phase.

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.

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

| Stage 1 | Stage 2 | Stage 3 | Stage 4 |
|-------------------|-----------|------------|----------------------|
| Pre-qualification | Mandatory | Functional | Price and Preference |

5.3 PRE-QUALIFICATION CRITERIA – N/A

- 5.3.1 In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain designated groups
- 5.3.2 Accordingly, only the bidders who are with a BBBEE status level of contributor will be considered. Bidder must submit a valid BBBEE certificate as issued by SANAS OR an affidavit and CIPC documents in order to pre-qualify for this tender. ACSA reserves the right to request further information necessary to evaluate the bidder in this regard.



- 5.3.3 By submitting a bid, the bidder certifies that the information and documents provided are true, correct and devoid of any fraudulent misrepresentations. ACSA reserves its right to seek further legal action if the bidder fails to comply with this paragraph 5.3.3
- 5.3.4 A bidder that fails to meet the above-mentioned pre-qualifying criteria, will be disqualified.

5.4 MANDATORY EVALUATION

A list of mandatory returnable documents must be consulted. To understand which documents are required at the closing date and time please refer to the below:

- a. Bidders must accept ACSA terms and conditions.

5.5 FUNCTIONALITY / EVALUATION

The functionality/technical evaluation will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. The evaluation process will be based on threshold criteria where bidders which fail to achieve a **minimum threshold** on each element will not be considered further in the evaluation. The of the evaluation are as follows

Tenders will be pre-evaluated on the criteria set out below. Bidders that score less than **the required minimum of each** criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE.

Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated. Bidders must ensure that only relevant information is submitted, for points to be awarded.

The criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

The maximum of points will be awarded at the sole discretion of ACSA's Bid Evaluation Committee based on the information provided.

A company's and its legacy firms experience is not a duplication of Criterion Key staff and Personnel. This takes into consideration that the company as an entity has gained relevant experience in the past and showcase or demonstrate that the company is in the business of said Scope of Works.

Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by ACSA and/or professional consulting engineer where applicable.

In order to claim points for the above, bidders must submit enough information as well as documentary proof of information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents and the following:

Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and parts thereof.



If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. Tenderers to provide enough experience to score the total points as prescribed if no information is provided below or referred to as an additional attachment **NO POINTS WILL BE AWARDED**

References related to Experience

This section refers to the Company's and its legacy firms' references related to the experience. It also considers that the references are related & relevant to.

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (like this scope of work).
- Was the work completed within the contractual time frame?
- Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project.
- General performance on the project.
- The letter should also include who the contact person is with all his/her detail.

Bidders can provide their references with the attached questionnaire (see attachment), which have to be completed and signed by the references.

ACSA reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience.

Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.



FUNCTIONALITY CRITERIA

| DESCRIPTION | WEIGHTING | MIN THRESHOLD | | | | | | | | | | | | |
|---|------------------|------------------|-----|---|---|------|------------------|--------------|-------|------|-----------------|-----------------|-----------------|-----------------|
| <p align="center"><u>COMPANY EXPERIENCE</u></p> <p>Prove and demonstrate relevant company experience in repairing and maintaining Fire Detection system and Gas Suppression System. The company system and Gas Suppression System.</p> <p align="center">5 < Maintenance Projects/Sites 0 5 Maintenance Projects/Sites 12 points > 5 Maintenance Projects/Sites 20</p> <p>Proven experience must be demonstrated by means of list of completion certificates and Maintenance sites, Purchase orders, Tender awards letters etc.</p> | 20 points | 12 points | | | | | | | | | | | | |
| <p align="center"><u>REFERENCES</u></p> <p align="center">5 < References 0 5 = References 12 points >5 References 20</p> <p>Contactable references must include site where maintenance was done, bidders are referred to prescribed schedule in ACSA terms and conditions</p> | 20 points | 12 points | | | | | | | | | | | | |
| <p align="center"><u>GUARANTEES & WARRANTIES</u></p> <p>Warranties and Guarantees on workmanship and spares.</p> <p align="center"><1 year 0 >1 year 10 points</p> <p>A supplier must submit in writing commitment of the duration with regards to warranties and guaranties on workmanship and spare parts.</p> | 10 points | 10 points | | | | | | | | | | | | |
| <p align="center"><u>SITE MANAGER.</u></p> <p>Relevant Project Management Experience <i>(project details and reference to be supplied)</i></p> <table border="1" data-bbox="268 1234 719 1346"> <tr> <td align="center"> >3 years </td> <td align="center"> 2-3 </td> <td align="center"> 1-2 </td> </tr> <tr> <td align="center"> 6 </td> <td align="center"> 3 </td> <td align="center"> zero </td> </tr> </table> <p>Relevant Project Management Qualification <i>(copy of the SAQCC ID Card)</i></p> <table border="1" data-bbox="276 1402 719 1514"> <tr> <td align="center"> Higher education </td> <td align="center"> Matric </td> <td align="center"> Other </td> </tr> <tr> <td align="center"> 4 </td> <td align="center"> 3 </td> <td align="center"> zero </td> </tr> </table> | >3 years | 2-3 | 1-2 | 6 | 3 | zero | Higher education | Matric | Other | 4 | 3 | zero | 6 points | 3 points |
| >3 years | 2-3 | 1-2 | | | | | | | | | | | | |
| 6 | 3 | zero | | | | | | | | | | | | |
| Higher education | Matric | Other | | | | | | | | | | | | |
| 4 | 3 | zero | | | | | | | | | | | | |
| <p align="center"><u>COMMISSIONER / TECHNICIAN.</u></p> <p>1.1 Relevant Experience in Maintenance of the fire detection and gas suppression system. <i>(project details and reference to be supplied)</i></p> <table border="1" data-bbox="268 1749 719 1827"> <tr> <td align="center"> >3 years </td> <td align="center"> 2 -3 years </td> <td align="center"> 1-2 </td> </tr> <tr> <td align="center"> 6 </td> <td align="center"> 3 </td> <td align="center"> zero </td> </tr> </table> <p>1.2 Relevant Gas Suppression Commissioner Accreditation <i>(copy of the SAQCC ID Card)</i></p> <table border="1" data-bbox="276 1917 611 1991"> <tr> <td align="center"> Provided </td> <td align="center"> Not Provided </td> </tr> <tr> <td align="center"> 3 </td> <td align="center"> zero </td> </tr> </table> | >3 years | 2 -3 years | 1-2 | 6 | 3 | zero | Provided | Not Provided | 3 | zero | 6 points | 3 points | | |
| >3 years | 2 -3 years | 1-2 | | | | | | | | | | | | |
| 6 | 3 | zero | | | | | | | | | | | | |
| Provided | Not Provided | | | | | | | | | | | | | |
| 3 | zero | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |



6.1 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20**, where Price will account for **80** points, whilst preference will account for **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 exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*

Bidders must only price in accordance with the pricing schedule as per Appendix D, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. **Bidders must note that price proposals submitted will be utilised for evaluation purposes and not to considered as final contract prices after acceptance in the panel ACSA further reserves the right to negotiate the selection and prioritisation of deliverables and to limit the budget based on affordability.**

PRICING SCHEDULE

This annexure should be completed and signed by the Bidder’s authorised personnel as indicated below:

If applicable each year

- 1 Are the rates quoted firm for the full period of the contract?

| | |
|-----|----|
| YES | NO |
|-----|----|
- 2 If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and details of the cost breakdown.

PRICING SCHEDULE OF PERSONNEL REQUIRED TO UNDERTAKE PROJECT

RETURNABLE DOCUMENTS

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

| RETURNABLE DOCUMENTS AND INFORMATION | | SUBMITTED [Yes or No] |
|---|---|--------------------------|
| Appendix A – BBBEE declaration form | O | |
| Appendix B – Signed Briefing Session Form | M | |
| Appendix C - Acceptance of Terms and Conditions (Section 10) | M | |
| Appendix D – Signed Offer and Acceptance | M | |
| Appendix E – Tenderers reference and Experience | T | |
| Appendix F – Tender Resource Proposal | T | |
| Appendix G – Prequalification Requirements | P | |
| Appendix H – Pricing Schedule (Section 5.7.1) | O | |
| Appendix I – Declaration of Interest Form (Section 7) | M | |
| Appendix J – Declaration of Forbidden Practices (Section 9) | O | |
| Appendix K – Tax Clearance Certificate and Tax Number | M | |
| Appendix L – CSD Registration | M | |
| Appendix M – SBD 9 Certificate of Independent Bid Determination (Section 9.1) | O | |
| Appendix N – Latest Audited Financial Statements | O | |
| Appendix O – Certificate of Incorporation | O | |
| Appendix P – Valid letter of good standing as issued by the department of labour or FEM | M | |
| Appendix Q – Valid & active CIDB grading of 2SF | M | |
| Appendix R – NEC Signed Offer and Acceptance | O | |

P – Pre-Qualification Criteria

M – Mandatory Documents

T – Technical Requirements

O – Other Returnable



| 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 orders by SARS) | |
| Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD) | |

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



APPENDIX A: DECLARATION FORM

Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

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

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

| Full Name | Identity Number | Personal Income Tax Reference Number |
|-----------|-----------------|--------------------------------------|
| | | |
| | | |
| | | |



AIRPORTS COMPANY
SOUTH AFRICA

| Full Name | Identity Number | Personal Income Tax Reference Number |
|-----------|-----------------|--------------------------------------|
| | | |
| | | |
| | | |

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



AIRPORTS COMPANY
SOUTH AFRICA

APPENDIX B: 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: _____



APPENDIX C: ACCEPTANCE OF RFB TERMS AND CONDITIONS

TO: Supply Chain Management Office
 Airports Company South Africa SOC Ltd.
 Bid Reference No: **CIA RFQ 70015**

1. Bidder’s Name and Contact 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 the appointment of contractor to undertake Fire detection and gas suppression maintenance at Cape Town International Airport.

- We acknowledge that ACSA’s terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder/s,
- We have read, understand, and agree to be bound by the content of all the documentation provided by ACSA in this Request for Proposal.
- We accept that ACSA’s Bid Adjudication Committee 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.



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SOUTH AFRICA

- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) days calculated from the closing date of proposal submission.

| | | | | | | |
|-------------------------|--|-------------|--|--------|--|------|
| Thus done and signed at | | on this the | | day of | | 2022 |
|-------------------------|--|-------------|--|--------|--|------|

| | |
|------------|--|
| Signature: | |
| Name: | |

For and behalf of:

| | |
|------------------------|--|
| Tendering entity name: | |
| Capacity: | |



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APPENDIX D – PRICING SCHEDULE –

Part 1 - Administration Cost

| Item no. | Description - Contract Administration Costs | Frequency | Quantity | Amount | 4 months total cost |
|--------------|---|-----------|----------|-----------|---------------------|
| 1 | Airport Safety Induction | Once off | | R 500 | R |
| 2 | Airport permits | Once off | | R 500 | R |
| 3 | Airport Parking fees (provisional amount) | Once off | | R 1975.00 | R |
| 4 | Safety file Set up administrative cost | Once Off | 1 | R | R |
| Total | | | | | R |

- **N.B.** Contract administrative costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration (5 Months)
- Safety induction to be done once off
- Safety file cost to include medicals examinations as a once off cost
- Make provision or allowance of all other cost required either stated or not stated in the specification under activity schedule rates.
- Offer stated will cover the scope of work and all other risks associated with the works.

Part 2 - Activity Schedule- Performance

| Item no. | Description – Maintenance | Hourly rate | Quantity | Number of hours per month | Amount (Monthly) | Amount (four months) |
|--------------------|--|-------------------|----------|---------------------------|------------------|----------------------|
| 1 | Resources to be available for Maintenance including Standby | | | | | |
| | Site Technical Manager | | 1 | 180 | | |
| | Technician(s) | | 2 | 180 | | |
| | Assistant | | 1 | 180 | | |
| | | Total cost | | | | |
| GRAND TOTAL | | | | | | |

- Please note that, ACSA reserves the right to change the maintenance hours as per the changes of the traffic volumes and maintenance needs.



Part 3 Activity Schedule: Task Order and Compensation Event

| Item no. | Description - Task Order and Compensation Event | Frequency | Quantity (per year) | Amount (per single item) | Total (4 Months) |
|--------------|---|-----------|---------------------|--------------------------|---------------------|
| 1 | As and when required / service provision cost | | | | *R 120 000.00 |
| Total | | | | | *R120 000.00 |

*** N.B. Task Order and Compensation Event costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration (4 months) and not warranted to be spend by Service Provider.**

4 Months total contract value

Below is the guide that must be used in the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that **Part 1 and Part 3** 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. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above

Estimated Contract Value for Repairs and Maintenance Fire Detection and gas suppression

| Description | Total (Excluding VAT) |
|--|-----------------------|
| Part 1 - Activity Schedule: Provisional Administrative Cost | R |
| Part 3 - Activity Schedule: Task Order/Adhoc | R 120 000.00 |
| Part 4 - Activity Schedule: 4 months Total Performance Fee for Maintenance of Fire detection and gas Suppression | R |
| TOTAL: 3 Months CONTACT VALUE (to be carried to the Form of Offer) | R |

NB: All Amounts should exclude VAT, the total estimated contract value should be carried over to Form of Offer

ADHOC COSTS – VARIABLE

The Ad hoc costs will not form part of the fixed contract costs and will be as per the schedule shown in the table below. For planned work, a quotation will be required and a PR (Purchase Requisition) created before work commences. Thereafter, invoices will be required to process payment.

For emergency work, permission to carry out work outside the scope of the fixed contract service has to be obtained from the Service Manager or his authorised representative or the IAM Manager. PR and Orders for work done will be issued by the employer as soon as possible.

Provisional Ad hoc and Spares Value

The tender must provide a complete price list for all required spares as per the Original Equipment Manufacture recommendations and to manage the contract successfully to achieve the required service levels and availability as mention in the service information Any additional work (not covered elsewhere in the contract) will be charged at the following rates. **Labour rates and Mark-up**

Any work not included under part 3 shall be deemed additional work or non-scheduled items and will be charged at the following rates: **these rates should be market related and any rates fall out from construction industry related rates will not be considered or supporting information might be required if the TPEC committee view the rates not competitive and market related.**

| Item | Description | Normal hours (R/hour) | After hours (R/hour) Std O/T | Callout cost | Monthly Rate* (R/month) |
|------|------------------------|--------------------------|---------------------------------|-----------------|----------------------------|
| 1 | Site Technical Manager | | | | |
| 3 | Technician | | | | |
| 4 | Cabler / Assistant | | | | |

^aAll rates to exclude VAT. Subject to an agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/ decreased to cater for special needs that may arise from time to time.

Mark-up (third party procured items/services)

| Cost ^b | Mark-up |
|-------------------|---------|
| R 0 – R 2 000 | 20% |
| R 2001 - R10 000 | 15% |
| R 10 001- R50 000 | 10% |
| Over R50 000 | 5% |

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Any outsourced services (sub-contracted work) utilised in place of existing resources which would normally form part of routine maintenance on the contract will not be subject to a mark-up and will be part of the routine maintenance cost of the Contractor.

Contractor will provide ACSA with 3 quotations to ensure the most feasible pricing is achieved

Contractor to conduct basic maintenance and first line fault finding on 3rd party equipment

Where spares are imported, all costs relating to importing and shipping of the spares shall be invoiced at cost to ACSA, unless already calculated into the OEM standard price list.

CALL-OUTS AND TRAVELLING COSTS The callout rates shall include travelling costs as per AA rates R/ km (maximum Travelling distance of 30 km one-way)



APPENDIX E: CERTIFIED B-BBEE CERTIFICATE

(Bidder to attach Certified BBB-EE Certificate from approved certification agency)

(a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or a copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female 11 shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(d) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED



AIRPORTS COMPANY
SOUTH AFRICA

Signed:

.....
.....

Date:
.....

Name:

.....
.....

Position:

.....
.....

Tenderer:

.....
.....



APPENDIX F : SCHEDULE OF BIDDER EXPERIENCE

| Bidders Proof of experience in cleaning services | | | | | | | | |
|--|--------------|-------------------|-------------------------------|-----------------------------|---------------------|---------------------------------|--|-------------------------------------|
| Client (Company) Name | Project Name | Scope of Services | Contract Start Date (MM/YYYY) | Contract End Date (MM/YYYY) | Client Contact Name | Client Contact Telephone number | Letter of reference attached on Client letterhead (Yes/No) | Total rand value of works completed |
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| 8. | | | | | | | | |
| 9. | | | | | | | | |
| 10. | | | | | | | | |
| 11. | | | | | | | | |
| TOTAL YEARS OF EXPERIENCE (in years) | | | | | | | | |



APPENDIX G Registration to the National Treasury’s Central Supply Database

The tenderer / bidder shall provide a printed copy of the Active Supplier listing on the National Treasury Central Supplier Database. (www.treasury.gov.za) In the case of a joint venture(JV), the bidder shall provide printed copies of the Active Supplier Listing on the National Treasury Central Supplier Database for each member of the JV. Bidders who are not registered on the Central Supplier Database and should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture. It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. Airports Company South Africa reserves the right not to award tenders to prospective suppliers who are not registered on the Database

SIGNED ON BEHALF OF TENDERER:



APPENDIX H Letter of Good Standing

A valid letter of good standing for general building works as issued by the Department of Labour or the Federated Employers' Mutual Assurance Company (FEM) document

The bidder needs to be registered and in good standing with a compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993)

(a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, ACSA reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by ACSA, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

SIGNED ON BEHALF OF TENDERER:



APPENDIX I Registration to the CIDB – 2SF

Construction Industry Development Board (CIDB)

The bidder’s CIDB registration number must be included with the tender. Airports Company South Africa will verify the bidder’s CIDB registration during the evaluation process.

(a) The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard of Uniformity in Construction in Procurement (May 2010) as published in Government Gazette No 31823, Board Notice 11 of 2009 of 30 January 2009. (See www.cidb.org.za)

(b) Only those tenderers who are registered with the **CIDB 2SF**, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a or higher class of construction work, are eligible to have their tenders evaluated.

© verification of CIDB registration and status - Clause F.2.1.1 of the Conditions of Tender – “Eligibility”, requires a tenderer to be registered, as “Active”, with the CIDB (at time of tender closing), in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a EB class of construction work. Tenderers are to attach to this page a printout of their registration with the CIDB, as obtained from the CIDB website

<https://registers.cidb.org.za/PublicContractors/ContractorSearch>.

(d) Joint Ventures are eligible to submit tenders provided that;

- Every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation in the 2SF or higher class of construction work; and

(e) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal or higher than a contractor grading designation determined in accordance with the sum tendered for a or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

Tender offers will only be accepted if:

(f) The Bidder is registered with the Construction Industry Development Board (CIDB) in the appropriate CIDB Contractor grading designation before the tender closing date/time;

(g) The Bidder or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

SIGNED ON BEHALF OF TENDERER:



APPENDIX J Valid Tax Clearance Certificate

A valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate as an attachment to the bid documents, Airports Company South Africa reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by ACSA, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by ACSA

SIGNED ON BEHALF OF TENDERER:



APPENDIX K Joint Venture Agreement

(Bidder to attach agreement/Memorandum of understanding between the parties.)

Indicate the type of tendering structure by marking with an X where applicable

| | |
|--|--|
| Unincorporated Joint Venture (registration number for each member of the JV) | |
| Incorporated JV | |

Please complete the following:

| | |
|---|--|
| Name of lead partner/member of JV | |
| CIPC Registration Number (for each individual company /JV member) | |
| VAT Registration number (for each individual company /JV member) | |
| CIDB Registration number (for each individual company /JV member) | |
| Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members) | |
| Contact Person | |
| Telephone number | |
| E-mail address | |
| Postal address (also each member of the JV) | |
| Physical Address (also each member of the JV) | |



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APPENDIX L: ACSA INSURANCE CLAUSES


APPENDIX M ACSA PERMIT PRICING n/a
NEW PERMIT PRICES AS FROM TH 01-Apr-18 31-Mar-19

| Permit Type | Duration | | Current Price | NEW PRICE |
|------------------------------------|--------------|----------|---------------|-------------|
| PERSONAL PERMITS | | | | |
| Personal permanent permits | 6days-2years | | 236,00 | 270 |
| Per Icon | | | 66,00 | 70 |
| | | | | |
| Personal temporary permits | 2-5 days | | 236,00 | 270 |
| Personal visitors permits | 1 day | | 236,00 | 270 |
| VEHICLE PERMITS | | | | |
| Vehicle permanent permits | 1 year | | 1 076,00 | 1141 |
| Vehicle add-on fee | 1 year | | 5 105,00 | No increase |
| Vehicle temporary permits | 1 - 3mths | | 282,00 | 300 |
| Prorated add-on fee | 1 - 3mths | | 1 370,00 | 1452 |
| Vehicle temporary permits | 3 -6 mths | | 560,00 | 595 |
| Prorated add-on fee | 3 - 6mths | | 2 737,00 | 2900 |
| Vehicle temporary permits | 1-3 days | | 130,00 | 138 |
| Vehicle temporary permits | 4-30 days | | 282,00 | 300 |
| Reprint of Vehicle Disc | | | 130,00 | 138 |
| Change of Registration | | | 130,00 | 138 |
| Contractors Vehicles 1- 3 Months | | | 490,00 | 520 |
| Contractors Vehicles 4 - 6 Months | | | 975,00 | 1035 |
| Permanent Contractors Vehicle Perm | 1 year | | 1 865,00 | 1975 |
| PARKING PERMITS | | | | |
| Staff Parking | 1 year | | 90,00 | 95 |
| Taxi Parking | 1year | | 90,00 | 95 |
| LOST/DAMAGED PERMITS | | | | |
| 1st lost Personal permit | | | 530,00 | 560 |
| 2nd loss personal permit | | | 855,00 | 905 |
| 3rd loss personal permit | | | No issue | No issue |
| ACSA 1st lost Personal Permit | | | 280,00 | 300 |
| ACSA 2nd lost Personal Permit | | | 585,00 | 620 |
| ACSA 3rd lost Personal Permit | | | No issue | No issue |
| 1st damaged permit | | | 425,00 | 450 |
| 2nd damage permit | | | 535,00 | 570 |
| 3rd damaged permit | | No issue | No issue | No issue |



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APPENDIX N ACSA AIRPORT INDUCTION PRICING – N/A

ACSA TRAINING ACADEMY

Revised cost and increase w.e.f. 1 April 2019

| COMPONENT | Course Cost excl VAT w.e.f. 1 April 2019 | Course Cost incl VAT w.e.f. 1 April 2019 |
|--|--|--|
| Practical Airport Radiotelephony and Airside Competency Course (PARTAC) | R 2 695,00 | R 3 099,25 |
| SAFETY | | |
| Airside Induction | R 518,00 | R 595,70 |
| Airside Induction Refresher | R 362,00 | R 416,30 |
| Airside Vehicle Operators Permit (AVOP) | R 518,00 | R 595,70 |
| Airside Vehicle Operators Permit Refresher(AVOP) | R 362,00 | R 416,30 |
| REPRINT CERTIFICATES | R 104,00 | R 119,60 |



CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I, certify, on behalf of:

that: (Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;



- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid;
or
- (f) bidding with the intention not to win the bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.

8. 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.

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

9. 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.

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder



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SOUTH AFRICA

BRIEFING SESSION FORM – N/A

This is to certify that:

Bidder Name _____

Attached a briefing / site inspection meeting

Bidder was represented by:

Name: _____

Designation: _____

This certification is made on behalf of ACSA by:

Name: _____

Designation: _____

Signature: _____

Date: _____



AIRPORTS COMPANY
SOUTH AFRICA

LATEST AUDITED FINANCIAL STATEMENTS OF THE COMPANY



AIRPORTS COMPANY
SOUTH AFRICA

CERTIFICATE OF INCORPORATION



AIRPORTS COMPANY
SOUTH AFRICA