

## REQUEST FOR PROPOSAL

### TENDER REFERENCE NUMBER: COR6767/2021/RFP

THE ACQUISITION OF DESIGN, SUPPLY, INSTALLATION, TESTING, MAINTENANCE, COMMISSIONING AND PROJECT MANAGEMENT OF SMART SECURITY DETECTION SYSTEMS WITH AUTOMATED TRAY RETURN (ATR) & CENTRALIZED SCREENING SYSTEM FOR HAND BAGGAGE CTX X-RAY INSPECTION SYSTEM AND FULL BODY SCANNERS, EXPLOSIVE TRACE DETECTION AND AMD'S AT ACSA AIRPORTS, THIS IS TO INCLUDE DECOMMISSIONING OF EXISTING DETECTION EQUIPMENT, FOR A PERIOD OF 3 YEARS (36 MONTHS) FOR INSTALLATION AND PERIOD OF 5 YEARS (60 MONTHS) FOR MAINTENANCE

**Issue Date: 31 January 2022**

### Non- Compulsory Briefing and Site Inspection Session Locations

#### Non-Compulsory Tender Briefing

Monday 07<sup>th</sup> February 2022 @ 10:00 am via Virtual Microsoft Teams meeting

Companies to register by sending a request to the following e-mail address before the date of the meeting: Until Friday 04<sup>th</sup> February 2022 (16H00)

[Motlhabane.molamu@airports.co.za](mailto:Motlhabane.molamu@airports.co.za)

#### Non-Compulsory Site Walk abouts

Site walk about will be scheduled upon request by the potential bidders

**Closing Date: 02 March 2022 Wednesday at 10:00am. No late tenders will be accepted**

**Clarification to queries and questions: 01 February – 22 February 2022 (close of business)**

**NAME OF TENDERER: .....**

## TENDERER'S DETAILS

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



## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1 Collection of RFP documents

The Bid documents will be available from **31 January 2022**. Electronic copies of the bid documents will be available for download on the National Treasury eTender Portal and ACSA Tender Bulletin during the same period. No bid documents will be available at the briefing session or at the Employer's offices.

Tender documents may be downloaded from the following websites:

<http://www.etenders.gov.za>

<http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders#>

### 1.2 Submission of bid documents

The submission must be in a sealed envelope or other alternative sealed packaging. The envelope/packaging containing bid documents must be clearly marked on the outside with the **bidder's postal and physical address**, the **full description of the bid**, **bid reference number**, **bid box reference** and the **details of the Bid Management Office/Procurement department** where the bid will close. The documents must be completed and signed by an **authorised** person on behalf of the bidder. The bottom of each page of the bid document/s must be signed and/or stamped with the bidder's stamp as proof that the bidder has read the bid documents.

Bid proposals must be submitted in **four copies (an original printed copy**, two printed copies of the original together with an electronic copy of the bid document/s on a flash drive). **The prices /rates must be attached in a separate sealed envelope with the original copy**. The original copy will be the official legal and binding copy, in the event of discrepancies between one and/or all the submitted documents.

Clearly marked bid documents must be hand delivered and submitted on or before **10:00am Wednesday 02<sup>nd</sup> March 2022**, at the address stated below. The tender box will be open from **24<sup>th</sup> February 2022** and the tender will officially close on or before **10:00am Wednesday 02<sup>nd</sup> March 2022**. No late submissions will be accepted.

#### Hand delivery

The bid document must be delivered to the Tender Management Office located at the address below and must be addressed as follows:

#### Tender box A:

**The Tender box A is located at:**

**ACSA offices**

**North Wing 3rd Floor**

## OR Tambo International Office

### 1.3 Alternative Bids

As a rule, ACSA only accepts bids which have been prepared in response to this Request for Proposals. However, for this RFP alternative bids will be accepted provided the alternative bid is accompanied by the original bid response (**to be marked as option one**) which materially complies with the specifications of this RFP invitation. The alternative bid (**to be marked as option two**) will only be considered where the bidder has submitted together with its alternative bid, an offer which materially complies with the requirements of this RFP. Alternative bids will also be evaluated using the predetermined evaluation criteria stipulated in this RFP document should original bids submitted not materially comply with the requirements of this RFP.

### 1.4 Late Bids

**No late bids shall be accepted and/or considered.** Any bids received after the tender closing date and time shall not be considered by ACSA. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.

### 1.5 Clarification and Communication

All communications and enquiries shall be addressed to the person and/or address stated below referencing the RFP reference number **COR6767/2021/RFP** with all communication:

Name:	Motlhabane Molamu
Designation:	Specialist Category Management
Email:	<a href="mailto:motlhabane.molamu@airports.co.za">motlhabane.molamu@airports.co.za</a>
Tel:	011 409 3999

Request for clarification or additional information regarding the RFP shall **only** be requested from **01<sup>st</sup> February – 22<sup>nd</sup> February 2022 (close of business)**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request For Proposal invitation.

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

**Take note:**

Bidders may not contact any ACSA employee on this RFP other than those listed above or in this document until after the award/cancellation/expiry of this RFP. Contact is permissible only in the case of pre-existing business relations which do not pertain to this RFP.

## **1.6 Non-Compulsory Briefing Session and Site Walk-about**

### **Non-Compulsory Tender Briefing**

**Monday 07<sup>th</sup> February 2022 @ 10:00 am via Virtual Microsoft Teams meeting**

**Companies to register by sending a request to the following e-mail address before the date of the meeting: Until Friday 04<sup>th</sup> February 2022 (16H00)**

**[Motlhabane.molamu@airports.co.za](mailto:Motlhabane.molamu@airports.co.za)**

### **Non-Compulsory Site Walk abouts**

**Site walk about will be scheduled upon request by the potential bidders**

Potential bidders may/may not attend non-compulsory briefing session. Only **two representatives** per company/potential bidder will be allowed at the briefing session and site inspection.

## **1.7 Bid Responses**

Bid responses must be strictly prepared and returned in accordance with this RFP document. Bidders will be disqualified where they have not materially complied with any of ACSA's requirements in terms of this RFP document. Changes to the bidder's submission will not be allowed after the closing date and time of the RFP. 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 bidders/joint ventures/consortiums participating in this bid.**

## **1.8 Disclaimers**

ACSA may:

- 1.8.1 Award the whole or a part of this RFP.



- 1.8.2 Split the award of this RFP.
- 1.8.3 Negotiate with all or some of the shortlisted bidders.
- 1.8.4 Award the bid to a bidder other than the highest scoring bidder where objective criteria allow; and,
- 1.8.5 Cancel this bid.

## **1.9 Validity Period**

ACSA requires a validity period of **one hundred and twenty (120) business/working days**, calculated from the closing date of this RFP. During the validity period of the bid proposals submitted, the prices which have been quoted by the bidder must remain fixed, firm and valid.

## **1.10 Prices**

Bid prices must be in South African Rand. Should the equipment be 100% and/or partially imported, a rate of exchange used must be declared and shown with all prices (current and future). Bidders are requested to purchase forward-cover in respect of bid process.

## **1.11 Importation of goods**

Imported equipment must be fully compliant with South African applicable regulatory regime. Price declaration must be clearly declared and defined as a percentage of local and imported content.

## **1.12 Rate of Exchange**

Where/when applicable, the Rate of Exchange must be clearly shown where prices have been converted from a foreign currency to the South African Rand.

## **1.13 Confidentiality of Information**

ACSA will not disclose any information contained in the submitted bid to a third party or any other bidder without written approval from ACSA and the bidder whose information is sought. If the bidder requires to consult with third parties on the RFP, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid. Furthermore, ACSA will not disclose the name of any bidder until the bid process has been finalised.

## **1.14 Anti – Corruption Hotline**

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

**Airports Company South Africa TIP-OFFS ANONYMOUS**

**Free Call: 0800 00 80 80**

**Free Fax: 0800 00 77 88**

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

## SECTION 2: LOCAL CONTENT AND PRODUCTION

### 2.1 Introduction

In terms of the Preferential Procurement Policy Framework Act, 5 of 2000 (PPPFA) and the regulations thereto, bids in respect of goods, services or works that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local content and production will be considered. This tender falls within a designated sector and ACSA is therefore required to stipulate the minimum threshold for local production and content. The minimum threshold for local content and production for this tender is \_\_\_\_\_ of the bid price. Any bidder who fails to meet the minimum threshold for local production and content will be disqualified from the process. To this end, bidders must complete a declaration certificate for local content and production (SBD 6.2) which is Annexure ..... of this tender document. Failure to return a completed SBD 6.2 form will make a bidder liable for disqualification.

### 2.2 Calculation of local content and production

Local content means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place. Imported content means the portion of the bid price represented by the cost the cost of components, parts or materials which have been or are still imported (whether by the supplier or its sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry. The South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x will be used to calculate local content. The formula to be used to calculate local content is as follows:

$$LC = 1 \left( \frac{X}{Y} \right) \times 100$$

Where:

X represents imported content

Y represents bid price excluding value added tax



Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

## **2.3 Declaration certificate for local production and content (SBD 6.2)**

This Standard Bidding Document (SBD) must form part of all invited bids. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the SABS approved technical specification number SATS 1286:201x.

## **2.4 General Conditions**

- 2.4.1 Preferential Procurement Regulations, 2011 (Regulation 9(1) and 9(3) make provision for the promotion of local production and content.
- 2.4.2 Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.4.3 Where necessary, for bids referred to in paragraphs 2.4.2, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 2.4.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.4.5 A bid will be disqualified if:
  - The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 2.6 below; and
  - The completed SBD 6.2 form together with its declaration, is not submitted as part of the bid documentation.

## **2.5 Definitions**

- 2.5.1 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by ACSA for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5.2 **“Bid Price”** price offered by the bidder, excluding value added tax (VAT);
- 2.5.3 **“Contract”** means the agreement that results from the acceptance of a bid by an ACSA;
- 2.5.4 **“Designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5.5 **“Duly Sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.5.6 **“Imported Content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.5.7 **“Local Content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.5.8 **“Stipulated Minimum Threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.5.9 **“Sub-Contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**2.6 The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of service, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

2.7 Does any portion of the services, works or goods offered have any imported content? YES/NO

2.8 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 2.3 above must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on **www.reservebank.co.za**.

The rate(s) of exchange against the appropriate currency is as follows:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

**NB:** Bidders must submit proof of the SARB rate(s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER / PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF RFP NUMBER: COR 6767/2021/RFP**

**ISSUED BY:** Airports Company South Africa SOC Ltd

**NB:** The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, \_\_\_\_\_  
(full names), do hereby declare, in my capacity as \_\_\_\_\_

of \_\_\_\_\_ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 2.3 above and the following figures:

Bid price, excluding VAT (y)	R...
Imported content (x)	R...
Stipulated minimum threshold for Local content (paragraph 2.6 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Airports Company South Africa SOC Ltd has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Airports Company South Africa SOC Ltd imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No.1:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



WITNESS No 2:

DATE:

## SECTION 3: SCOPE OF WORK

### 1 Description of the *service*

#### 1.1 Executive overview

**In brief, the contractor will be responsible for, the Acquisition of Design, Supply, Installation, Testing, Maintenance, Commissioning and Project Management of Smart security detection systems with Automated Tray Return (ATR) & Centralized Screening System for Hand Baggage CTX X-Ray Inspection System and Full Body Scanners, Explosive Trace Detection and AMD's, inclusive of decommissioning of existing detection equipment.**

The equipment shall be proven for use within the aviation industry and shall comply with the following minimum performance specifications. Failure to comply with any of the material performance specifications will render the equipment non-compliant. The equipment shall be suitable for climatic conditions at each site and shall be delivered and installed at 3 ACSA operated international airports in South Africa.

#### 1.2 *Employer's requirements for the service*

The scope of work entails the appointment of a suitable contractor for the:

- Design, Supply, Installation, Testing, Integration, Commissioning, Project Management, Maintenance, training and Handover of Smart Security Detection Systems with Automated Tray Return (ATR) and Centralized Screening System for Hand Baggage CTX X-Ray Inspection System, Full Body Scanners, Explosive Trace Detection and AMD's.
- Maintenance and Support of Detection Equipment (Yearly and Quarterly Preventive Maintenance to be conducted, Corrective maintenance to be conducted as per Task Orders and Supply of original spares from OEM and other accredited parties); and,
- De-commissioning and disposal of existing equipment and provide certificates thereof.

##### 1.2.1. **Quality Assurance, Warranty & Technical Support**

The different pieces of equipment and modules contained in the proposal must be state of the art high quality products, field proven, tested and manufactured by an internationally renowned manufacturer, which has been in the business of design, manufacturing, and

supply of similar products for not less than 5 years including TSA and/or ECAC certification to detection equipment's.

ACSA is requesting a minimum of 24 months warranty post installation of the equipment and five (5) years maintenance warranty on labour and spare parts . The Contractor is required to build the warranties and/or extended warranties into the price of the unit as the contract is for 5 years.

Furthermore, the vendor will be expected to guarantee the availability of spare parts and technical support for the equipment for at least five (5) years from the date of the sale of the equipment.

The successful bidder/s will be expected to provide a single point of contact for ACSA on all matters related to warranty and after sales support (preferably the Bidder's Project Manager).

Bidders are invited to offer extended warranty provisions as part of their proposal. Bidders should mention in their proposals how the after sales support and warranty/non-warranty repairs service will be provided.

OEM to take full responsibility of all warranties and parts. Work shall be performed according to correct engineering practices, standards and OEM recommendations.

Workmanship shall be of a good quality

Contractor response time, time to repair, equipment MTBF and MTR will be measure on monthly basis

The Service Provider will be required to use the ACSA Computerised Maintenance Management System (CMMS);

The service provider will be required to provide input to the CMMS system

The Service Provider to further liaise and provide feedback to the IMC and/ or Contract Manager with regards to call logs and close outs

The service provider shall provide component and/or system assurance for obsolete or compatibility upgrade from OEM at no risk to ACSA

### 1.2.2. Inspection

Inspection and laboratory testing of goods might be applicable and if the case, the successful bidder/s will be advised accordingly. The inspection will be arranged and paid for by ACSA. The supplier shall communicate the place of inspection. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.

### 1.2.3. Training

In order to ensure operators and technical personnel become familiar with the proposed equipment, the bidder will include as part of the offer a document and **computer-based training module**.

ACSA will be granted rights to edit and re-format the content of the module to suit the training needs of our organization inclusive of transfer to our integrated E learning platform for unrestricted use by our staff.

A recognized detection equipment computer-based training software pack and license will be included in the package of each detection equipment procured. This software will allow simulating the image display and functions, allowing operators training in each duty station where the machines will be installed.

In addition, the successful bidder will include an onsite intensive training course which will be hosted by ACSA at ORTIA, CTIA and KSIA , the duration of which will be proposed by the bidder based on the size and deployment of the Airport. This course will provide a solid foundation for new recruits to complement on-the-job and computer-based training. The finalized training schedule will be arranged, in consultation between the selected vendor and ACSA, prior commissioning and installation of the first batch of equipment.

The training should also include a module for trouble shooting equipment problems that can be rectified on site by ACSA staff.

After this initial training, and during the first contractual year, ACSA will arrange additional training in its regions of operation as proposed by the bidder based on the size and deployment per airport. Bidder will include in their offer a qualified trainer for the duration of these events hosted by ACSA.

Any further training requirements in subsequent years may be proposed by the bidder with the associated costing, not to be included in the pricing of this RFP.

#### **1.2.4. Service Level Table**

The following service levels are the minimum service levels acceptable to ACSA operated airport, Contractor must at all times comply with and be able to match or better the service levels.

##### *Operational hours*

Normal airport operational hours shall be from 04:00 to 23:59 for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

##### **a. Overall System Performance:**

The contractor shall maintain an overall system availability of 99,5% (CTX X-Ray Inspection system; Full Body Scanners and Automated Tray Return and AMDs) for each month. The total installed system (to calculate Availability) will be determined by the number of all (CTX X-Ray Inspection system; Full Body Scanners and Automated Tray Return and AMDs)

Availability = Total Downtime (hrs) of all (CTX X-Ray Inspection system; Full Body Scanners and Automated Tray Return and AMDs) / Available hours (24hrs x days in month x total number of installed (CTX X-Ray Inspection system; Full Body Scanners and Automated Tray Return and AMDs)

##### *Reliability*

Downtime will be recorded when one or more (CTX X-Ray Inspection system; Full Body Scanners and Automated Tray Return and AMDs) is out of operation.

##### **b. Response Times:**

95% of all breakdowns shall be responded to within 24 hours. Response time shall be measured as the time taken from reporting the call, to the time the technician arriving at

the relevant piece of equipment. Each airport respective response times and closure times are as follows:

Airport	Response time required	Closure duration
International Airports OR Tambo International	30 minutes (normal hours) 45 minutes (after hours)	60 minutes (normal hours) 90 minutes (after hours)
Cape Town International	30 minutes (normal hours) 45 minutes (after hours)	120 minutes (normal hours) 180 minutes (after hours)
King Shaka International	30 minutes (normal hours) 45 minutes (after hours)	120 minutes (normal hours) 180 minutes (after hours)

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

**c. Closure Duration:**

Closure duration is defined as the time elapsed since the maintenance call was logged at the helpdesk to the time the contractor reports to the helpdesk that the problem has been resolved.

95% of all breakdowns will be restored to good working condition as stipulated on the above table (closure durations), unless a special agreement exists with the Employer's Contract Manager or his designated representative.

In the event (CTX X-Ray Inspection system; Full Body Scanners, Automated Tray Return (ATR), Explosive Trace Detection and AMDs) being unavailable, it will be the sole responsibility of the Contractor to advise the ACSA helpdesk and the Employer's Contract Manager or his designated representative immediately.

**d. Service Provider Evaluations:**

Type of Evaluation	Requirements
Safety and Housekeeping	Safety warning sign in place Isolation/ cordoning off / Barricading off areas Apology signs in place when working in the public area
Security	ID card always clearly visible Clear sign of the name of company Low workers turn over
Type of Evaluation	Requirements
Reliability	No repeat incident on equipment Keep agreed spares available Regular inspection of area of work Competence of staff
Submission of quotes and invoices	Quotes submitted within specific timeframe Invoices submitted to finance department on time and with correct order numbers
Uniforms	To be properly dressed in overalls with company name on the back for identification Proper PPE to be worn at all times
Quality of Workmanship	Work to be done according to correct engineering practices, standards and OEM recommendations. Workmanship to be of a good quality
Submission of Safety Documents	Adhering to OHS Act

**e. Data Analysis and Reporting (DAR):**

If an incident or deviation occurs, an RCA (Root Cause Analysis) investigation to be carried out along with ACSA electrical maintenance personnel to determine the root cause and corrective actions required to bring the physical asset back on-line.

A technical investigation report of any incident must be submitted within 24 hours to ACSA's Infrastructure Asset Management Division (IAM): Electrical Maintenance Department.

A management report that consists of a task list should be submitted for all repairs and replacements and not just an invoice.

**f. Defect Free Period:**

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

**g. Benchmarking:**

Corrective or breakdown maintenance, defect free period will be no less than 90 days.

Preventative maintenance, defect free period will be no less than the interval between preventative maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.

Project maintenance, the defect free period will be no less than 3 months

**h. Low service damages:**

Failure to meet the stipulated service levels

<b>Service Level</b>	<b>Service level failure</b>	<b>Damage</b>
Response time	Consistent non-compliance to contracted response times on more than three occasions within a 30-day period or three occasions within a year	10% of monthly/equivalent monthly service fee for each non-compliance after the third offence until the specific service level is achieved.
Closure duration	Consistent non-compliance to contracted closure times on more than three occasions within a 30-day period or three occasions within a year	10% of monthly/equivalent monthly service fee for each non-compliance after the third offence until the specific service level is achieved.
Defect free period	Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor.	Where the contractor fails to correct the defect within 48 hours ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts
Safety and house keeping	Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Incomplete Works	Leaving a breakdown unattended or incomplete for another day or shift	R 2 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)

**i. Notification of damages:**

The employer's representative will notify the contractor in writing of any damages

Any claims directed at ACSA as a result of the equipment being unavailable will be for the account of the Contractor

Furthermore, ACSA will hold the Contractor liable for any costs incurred as a result of negligence of the Contractor or as a result of unreasonably poor performance including excessive time taken to effect repairs or maintenance



**j. Location of the Works:**

The Works is located at various Airports Company South Africa operated airports within the restricted and access controlled areas. It is crucial for the Contractor to note that some ACSA Airports are National Key Point and governed as such.

## Interpretation and terminology

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ACSA	Airports Company South Africa
TSA	Transport Security Administration
ECAC	European Civil Aviation Conference
OEM	Original Equipment Manufacture
OHS Act	Occupational Health and Safety Act.
ORTIA	O.R. Tambo International Airport
CTIA	Cape Town International Airport
KSIA	King Shaka International Airport
FAA	Federal Aviation Administration
ICAO	International Civil Aviation Organisation
SACAA	South African Civil Aviation Authority
AC	Advisory circular
CAT	Category
MTBF	Mean time before failure
TIP	Threat Image Projection
UPS	Uninterruptible Power Supply

**1.3 Specification: Hand Baggage CTX X-Ray Inspection System - The explosive detection system (EDS) shall deliver high-definition 3D images of cabin baggage in airport environments**

General Description	Minimum Requirement
Explosive Detection System Using Computer Tomography (CT) X-Ray	<ul style="list-style-type: none"> <li>a) The EDS system shall use Computed Tomography (CT) X-ray technology to automatically identify threats.</li> <li>b) It shall utilize an X-ray scan that is rotating around the bag to provide full volumetric CT slices of the possible threats. If the EDS identify a possible threat, it shall automatically generate an alarm and display the possible threat to the operator.</li> <li>c) Baggage shall be manually or automatically routed to the System for X-ray and computed tomography image processing to accurately and quickly detect explosive materials.</li> <li>d) The EDS shall be of a compact design, not to exceed 3.0 meters length</li> <li>e) The CT scanner shall be capable of being used in a stand-alone configuration.</li> <li>f) It shall be capable of screening 450 bags or more per hour using an average bag size of 75 cm in length and 30 cm in bag spacing.</li> <li>g) The System shall: <ul style="list-style-type: none"> <li>a) Have an optional screening mode that holds bags and parcels inside the machine until an operator makes a decision.</li> <li>b) Have a preferred screening mode that holds bags outside the machine until an operator makes a decision.</li> </ul> </li> <li>h) The accept conveyor load weight shall be maximum: 160 kg</li> <li>i) The display shall provide both a high-resolution standard projection 3D image and CT slice images.</li> <li>j) It shall perform self-diagnostic checks at least every 24 hours.</li> <li>k) It shall be equipped with system emergency stop buttons on the machine and workstation.</li> <li>l) The equipment shall be furnished with the following items: <ul style="list-style-type: none"> <li>c) Computed tomography scanner.</li> <li>d) X-ray shielded cabinet.</li> <li>e) Two high resolution, colour monitors, keyboard, mouse, workstation cable connections (to</li> <li>f) the scanner).</li> </ul> </li> </ul>

- g) Threat Image Projection (TIP) capability (including image libraries to be purchased later if required).
  - h) High-speed modem for remote system diagnosis and field data reporting Image Quality Test Kit.
  - i) The system to detect and penetrate IED's, electronic items and lags in bag CB C3 dense materials
  - J) Technical Specifications in accordance with TSA and/or ECAC Certifications
- Technical details:
- a) Dimensions (LxWxH) ~3310 x 1690 x 1690 mm
  - b) Weight 2400 kg
  - c) Conveyor height 720 mm
  - d) Power supply Single phase 230V 50Hz/60Hz, 16A
    - a. Single phase 120V 50Hz/60Hz, 30A
  - e) Tunnel opening 610mm \* 415mm rectangular
  - f) Max. object size 600mm \* 400mm, max. length 1000mm
  - g) Belt speed 0.2m/s
  - h) Calculated 600 bins/h @ bin length 1000mm, bin distance 100mm
  - i) throughput 950 bins/h @ bin length 550mm, bin distance 100mm
  - j) External dose rate < 1μSv/h at lead curtains and at housing
  - k) Noise level < 63 dB(A)

#### 1.4 Full body Scanners

Full Body Scanner Characteristics	Minimum Requirement
General Operations	<ul style="list-style-type: none"> <li>a) To aid in the detection of metallic, non-metallic and organic threats.</li> <li>b) To aid in the discrimination of innocuous items.</li> <li>c) It must have flexibility to be used as a primary or secondary means for detecting or locating (or both) anomalous objects on a person.</li> <li>d) It must have identified optimal scanning Initiation position for operational efficiency.</li> <li>e) It must have acceptable operational throughput.</li> </ul>
Detection	<ul style="list-style-type: none"> <li>a) Visually locate weapons and explosives concealed anywhere on or near the surface of the body.</li> <li>b) Accuracy and precision localisation shall be sufficient to support the accurate and precise verbal communications of the area that needs to be resolved to a second screener responsible for resolution. The second screener will not have access to the image.</li> <li>c) Detection image shown must be clear and sufficient for the operator to identify threat and prohibited items.</li> <li>d) Have very low to no false-positive detections, in line with the desired pax throughput rate.</li> <li>e) Accurately detect materials such as metallic, non-metallic, paper, powders, ceramics, plastics composites liquids and gels.</li> <li>f) Accurately detect sheet and bulk explosives</li> </ul>
Throughput	<ul style="list-style-type: none"> <li>a) Minimum of 200-300 pax an hour</li> </ul>
Privacy	<ul style="list-style-type: none"> <li>a) Conform with the South African Privacy Act of 1973</li> <li>b) Shall store images , and conform with the South African Privacy Act of 1973</li> <li>c) Project threat location on mannequin/avatar</li> </ul>
Passenger Positioning	<ul style="list-style-type: none"> <li>a) Shall provide a number of optimal positions that can be assumed by the passenger and the required number of scans to be taken in order to complete a “full” actionable image for resolution.</li> </ul>
Quality Control	<ul style="list-style-type: none"> <li>a) Unit must have mechanism to prevent the next passenger’s image being processed before resolution of the first is confirmed completed.</li> </ul>

	<ul style="list-style-type: none"> <li>b) No logical and physical interface communications shall be permitted around the unit.</li> <li>c) Only verbal communication interface of the image controller with the second screener who is responsible to resolve area of concern is permitted.</li> <li>d) Strict controls shall be available to select and manage images for training purposes. This shall only be authorised by Head of security at ACSA.</li> <li>e) Have a field test for image quality verification</li> <li>f) Unit shall have and regularly before operation, run short self-diagnostic test ,which shall provide the operator with a ready message for operation.</li> </ul>
Health and Safety	<ul style="list-style-type: none"> <li>a) Equipment shall comply with the South African health and radiation Act of 1973</li> <li>b) Equipment shall comply with 29 CFR 1910 (OSHA) and "Guidelines for limiting exposure to Time-Varying Electric Magnetic and Electromagnetic fields (up to 300 GHz)"; International commission on Non-ionizing Radiation Protection, Health Phys.1998 April Vol 74, No4, 494-522.</li> <li>c) ACGIH-0302 (1916), Sub Radio Frequency (30 kHz and below) Magnetic field and C95.12005 IEEE standard for safety levels with respect to human exposure to radio frequency electromagnetic fields, 300 kHz to 300GHz.</li> <li>d) The equipment shall cause no harm or discomfort to the person undergoing the screening, Noise tolerance shall be below 60 dB</li> <li>e) The equipment shall have no Ionizing radiation</li> <li>f) Equipment shall be fitted with an emergency shut down button</li> <li>g) The equipment shall use millimetre wave imaging technology</li> <li>h) Ergonomic Safety</li> <li>i) The equipment shall have easy to mount and dismount platform for passengers</li> <li>j) shall have smooth corners with no sharp ends.</li> <li>k) Environmental Safety</li> <li>l) Equipment shall comply with electromagnetic radiation regulation of South Africa</li> <li>m) 47 CFR Telecommunications Part 15, Radio Frequency Devices and EN 50081-1(1992) in operating modes.</li> </ul>

	n) Equipment assume energy saving condition when not used for a given period of time
Performance and Capacity	<ul style="list-style-type: none"> <li>a) The field of view shall capture the entire persons selected for body image screening;</li> <li>b) Equipment Height shall be at least 3000cm and sufficient to fit any individual that needs to be screened using the body scanner.</li> <li>c) Elbow to Elbow width measurement average 105 cm</li> <li>d) Reliability Matrix must be provided to confirm levels of reliability of the equipment</li> <li>e) There shall be high operational hours between Mean Time of Critical failures</li> <li>f) A minimum of 2 months non-stop operation standard must be met</li> <li>g) Availability- High availability of the equipment is an operational standard that must be met</li> <li>h) Equipment must be able to operate on 220V and 50 Hz electrical outlets</li> <li>i) Connectors that securely connect to the power sources must be used</li> <li>j) Equipment shall have a minimum of 5 years of life cycle.</li> <li>k) All network interfaces shall be compatible and comply to the local IT standards</li> <li>l) Only authorised person must operate the equipment.</li> <li>m) Equipment must have usage logs for all authorised persons</li> <li>n) There must be different levels of Security on the equipment in line with operational requirement</li> </ul>
Maintenance	

## 1.5 High Performance Walk-Through Metal Detector

<b>HIGH PERFORMANCE WALK-THROUGH METAL DETECTOR</b>	
<b>General Description</b>	<b>Minimum Requirement</b>
Critical Features	<ul style="list-style-type: none"> <li>a) Elliptic column shape or traditional panel versions available.</li> <li>b) Dynamic threat object detection range from guns to ½ cutter blade</li> <li>c) Discrimination of personal effects with a very low nuisance alarm rate.</li> <li>d) 60 or more zones with left and right indication Met-identity technology identifies the. metal type in real time.</li> <li>e) High precision bidirectional counter with automatic.</li> <li>f) Rescreening compensation</li> <li>g) SweepScan4D to allow a uniform inspection field and reduce nuisance alarms.</li> <li>h) Chip Card capability for fast, simple, and safe programming.</li> <li>i) Random alarm capability programmable from 0% to 99%.</li> <li>j) Advanced resistance to electromagnetic interferences.</li> <li>k) One touch automatic self-installation.</li> <li>l) Only low voltage DC power within the gate structure.</li> <li>m) Standard interfaces: Serial Interface, Bluetooth, infrared Interface availability</li> </ul>
Quality	<ul style="list-style-type: none"> <li>a) Continuous self-diagnostic system</li> <li>b) Proven reliability</li> <li>c) No calibrations required</li> <li>d) No scheduled maintenance</li> <li>e) Fully digital design</li> </ul>
Walk-through gate structure	<ul style="list-style-type: none"> <li>f) State-of-the-art, compact washable panels and elliptical columns</li> <li>g) Protected against aging, weather and wear</li> </ul>
Central control unit	<ul style="list-style-type: none"> <li>a) Ergonomic and robust design</li> <li>b) High Visibility alphanumeric display and programming keyboard.</li> <li>c) Made of advanced plastics (IP20 protection degree) or stainless steel (AISI 304 IP67 protection degree) and antivandalic construction.</li> </ul>

	d) Access to the front panel Protected by hardware key and a level of passwords
Alarm signalling (Password protected functionality)	<ul style="list-style-type: none"> <li>a) Visible Multi Signals 4light bars with software reversible direction and pacing indication.</li> <li>b) Green and red metering Signals proportional to the mass of the object detected. ADJUSTABLE</li> <li>c) AUDIBALE High acoustic intensity alarm signal</li> <li>d) SIGNALS 10 continuous and pulsed tone plus 34 special tones</li> <li>e) 10 sound intensities ranging from 0 to 90 dbA at 1m.</li> </ul>
Type of signalling	<ul style="list-style-type: none"> <li>a) Visual: fixed or proportionate to the mass in transit-visible from 6m under lighting of 4000lux.</li> <li>b) VISUAL WITH ZONAL Horizontal indication, via 3 distinct zones (left, centre, right).</li> <li>c) SUBDIVISIONS for every height: total of 60 distinct zones (20 vertical zones X 3 horizontal zones).</li> <li>d) Indicate any International SECURITY LEVEL</li> <li>e) Standard machine conforms with</li> <li>f) Control Unit, display and keyboard.</li> <li>g) Programming and chip card access protected by {user and super} password.</li> </ul>
Operational features and installation data	<ul style="list-style-type: none"> <li>a) Very high discrimination and transit flow rate, indicate machine through put.</li> <li>b) Quick reset time, programmable in milli seconds.</li> <li>c) Very high detection speed {up to 15m/s}.</li> <li>d) Build-in operational and technical functional verification.</li> <li>e) One-touch key reading of inbound, outbound and Security Level Data.</li> <li>f) Automatic synchronization between two or more metal detectors with distance of down to 15cm without the use of external cables.</li> <li>g) Built-in floor sensitivity adjustment function.</li> </ul>

## 1.6 Explosive Trace Detection Units (Stand Alone)

<b>EXPLOSIVE TRACE DETECTION UNITS (STANDALONE)</b>	
<b>General Description</b>	<b>Minimum Requirement</b>
Detection Capacity	a) The system should detect a wide range of explosives (marked and unmarked) and a wide range of narcotics. b) The provision should be available for future upgrades for new substances. The system should detect range of explosives (marked and unmarked) which should include RDX, PETN, TNT, Dynamite, SEMTEX, C4, HMX, Ammonium Nitrate and range of Narcotics which should include Cocaine, Heroin, Amphetamine, Methamphetamine, MDA, and THC. c) The provision should be available for future upgrades for new substances.
Operating Modes	a) Provision should be available for the operator to select the modes out of followings. Explosive & Narcotics
Detection Technology & Equipment	a) Should be approved by TSA and or ECAC.
Sensitivity	a) Capable of detecting Explosives/Narcotics in the Nano gram range.
Selectivity	a) Minimal false detection and minimal alarm rate. Specify false alarm rate in %
Sample collection	a) Preferably, Surface wipe for trace particles. Please specify if method is different which has to be approved by TSA or ECAC.
Warm up time and Power	a) Approx. 20-30 minutes
Signal Processing	a) Please specify the details of Signal Processing considering below b) as a guideline <ul style="list-style-type: none"> <li>• Variable integration time</li> <li>• Plasma gram component</li> <li>• Recognition of multiple explosives in particulate vapour mode</li> </ul>
Weight and Dimensions	a) Please specify
Calibration	a) Automatic Calibration is mandatory

Display	b) HMI touch screen should be available. The size of the display should be minimum of 10 inches or above and should be high resolution-HD.
Networking Facility	a) Availability of network connectivity a standard LAN
Printer and Reports	a) Facility to generate reports should be available and inbuilt printing facility is preferable. Also, provision should be available to transfer generated reports through USB connection and the report format should be in standard readable format.
Susceptibility to interference	a) Should be minimum. Supplier is to state if there is any limitation.
Environmental Limits	a) Operating temperature - 0 to + 40 C. Humidity - up to 95%, non-condensing
Operating Language	a) System operating language should be English.

### 1.7 Automated Tray Return Systems (ATR)

Automated Tray Return Systems (ATR)	
General Description	Minimum Requirement
	<ul style="list-style-type: none"> <li>a) Smart Security CTX, Full body Scanners with Automatic Tray Return (ATR) shall consist of dispensing, movement, sortation, and collection of Hand Baggage Trays.</li> <li>b) All tray transportation units shall be motorized and work synchronously with the X-Ray Baggage detection system.</li> <li>c) Arriving Passengers for Security Check to be processed based on their arriving sequence (serial process).</li> <li>d) A familiarization video to educate passengers with the preparatory and induction process shall be provided.</li> <li>e) The trays used during the screening process, shall consist of an integrated RFID chip (which is locked/not writeable) and/or a clearly visible correlating 2D barcode.</li> <li>f) The tray will automatically be transported towards the CTX screening machine, where it will be re-identified via RFID and/or barcode (as per offered design) at the machine entrance.</li> <li>g) A Standard Camera shall also be installed as an integral part of the System to capture a photo image of the Tray entering into the automated lane. (This camera installation and commissioning shall be of the Vendor-partner's scope. Accordingly, the back-end storage also needs to be envisaged and factored.)</li> <li>h) The tray will now undergo the screening process in the ATR.</li> <li>i) A touchscreen monitor will be provided for the screener to mark the possible threat area/ item and the object to look for to assist the Recheck Station Officer</li> <li>j) Depending on the screening process result, A "Clear" tray will continue towards the Clear line, where after the passenger can pick-up his belongings.</li> <li>k) In case the screening process result was a "Reject" (by screening operator GUI) the tray will be automatically diverted towards the Reject line, where a Security officer</li> </ul>

	<p>can inspect the contents of the particular tray, in the presence of the passenger.</p> <ul style="list-style-type: none"> <li>l) The “Clear” Lane and the “Reject Lane” shall be separated by the Transparent Solid material to prevent Passenger from picking up the items in the “Reject” Lane.</li> <li>m) It shall be possible to retrieve images (X-Ray and The Photo Camera) from the screening machines by scanning the tray identifier (barcode or RFID) using a wired Handheld scanner located at the inspection table (Recheck Workstation).</li> <li>n) Once the tray is identified by the operator, the screening machine X-Ray image and the Photo Image shall be obtained (via a look-up in the image multiplexing system) and afterwards be presented on the monitor associated to the inspection table.</li> <li>o) Once the tray has been inspected, the Security officer will press an “Inspected” button on the monitor. This “Inspected” record will be stored in the software, along with the user login and other relevant information. Further information relative to the actual decision-making process and targeted items will be made available for recall, historical record and audit. Vendor-Partner to supply details of their systems capability and functionality for this requirement.</li> </ul>
ATR Workflow	<ul style="list-style-type: none"> <li>• <b><u>SMART SECURITY CTX with ATR Workflow</u></b> <ul style="list-style-type: none"> <li>○ Tray Feed &amp; Dispenser:</li> <li>○ Multiple passengers shall simultaneously divest baggage on parallel empty tray dispensers.</li> </ul> </li> <li>• <b><u>Conveying:</u></b> <ul style="list-style-type: none"> <li>○ Trays laden with baggage shall be transported through XBIS.</li> </ul> </li> <li>• <b><u>Screening:</u></b> <ul style="list-style-type: none"> <li>○ The Tray shall move through the CTX Unit.</li> </ul> </li> <li>• <b><u>Sortation:</u></b> <ul style="list-style-type: none"> <li>○ After screening, Tray will be sorted out to either a “Clear” lane or to a “Reject” lane.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• <b><u>Cleared Tray Conveyor:</u></b> <ul style="list-style-type: none"> <li>○ Baggage cleared by Screener shall travel on Clear Conveyor Lane</li> </ul> </li> <li>• <b><u>Rejected Tray Conveyor:</u></b> <ul style="list-style-type: none"> <li>○ Baggage marked by Screener shall travel on Reject Conveyor Lane.</li> </ul> </li> <li>• <b><u>Baggage Reclaim:</u></b> <ul style="list-style-type: none"> <li>○ Baggage cleared by Screener shall be reclaimed by the passengers.</li> </ul> </li> <li>• <b><u>Tray Return:</u></b> <ul style="list-style-type: none"> <li>○ Collector system shall move the empty trays downstream to the return conveyor.</li> </ul> </li> <li>• <b><u>Recheck Station Workflow</u></b> <ul style="list-style-type: none"> <li>○ “Reject” Bags marked for Search/Recheck by the Screener shall be transferred along with the Tray to Recheck Station through conveyor.</li> <li>○ Recheck Table: Physical Search/Re-check of suspected items shall be carried out by the Recheck Operator</li> <li>○ Each Recheck Station must have provision of separate bins under the table for storing conveniently any confiscated Threat items like Sharp items, LAGs etc.</li> <li>○ Recheck Workstation: Recheck Workstation shall provide the electronic scan image from CTX and the Photo Image to Recheck Operator to assist in visual recheck of suspect Bag.</li> </ul> </li> <li>• <b><u>Bag Inspection/Passenger rendezvous area</u></b> <ul style="list-style-type: none"> <li>○ Within this area it shall be possible to retrieve images from any X-ray machine.</li> <li>○ Inspection/questioning area will contain inspection posts, identical to the inspection posts as found after each Checkpoint Line.</li> </ul> </li> </ul>
Integration	<p>The Smart Security Lanes Project included the automation of the following services and systems:</p> <ul style="list-style-type: none"> <li>• E-gates.- Out of scope for this project</li> <li>• Full Body Scanner.</li> </ul>

	<ul style="list-style-type: none"><li>• AMD's</li><li>• Explosive Trace detection machine</li><li>• CTX x-ray machines.</li><li>• Automation of baggage flow through conveyor belts.</li><li>• Central remote screening room</li><li>• IT services and integration to ACSA network</li></ul> <p>Includes provision of Smart Lanes, Divest, Recheck Workstation/s and Centralized Screening Workstations for Remote Viewing for image storage, forwarding and analysis.</p> <p>System needs to be integratable.</p>

## 2 Contract Management

### 2.1 Management meetings

The Contractor will be expected to attend meetings relating to operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Quarterly (date to be agreed on)	ORTIA	Employer and contractor
Overall contract progress and feedback	Quarterly (date to be agreed on)	ORTIA	<i>Employer and Contractor</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### 2.2 Contractor's management, supervision and key people

The contractor's personnel as per Tender submission. Contractor to submit the organogram in conjunction with the subcontractor personnel. Any change in personnel need to be approved by the Service Manager.

### 2.3 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.

A provisional bond of 10% shall be secured in a form of bank guarantee or an amount or 10% of goods delivered shall be retained to ensure performance throughout the term and released periodically when work has been completed satisfactorily. ACSA does not allow for upfront payments.

### **Warranty/Guarantee**

The contractor shall guarantee all material and equipment for a minimum of 24 months from the successful handover with all snags completed. This is with the exception of LED fittings which should be guaranteed for a period of 5 years.

The contractor shall allow for the extension of the guarantee of any equipment if any of such equipment is not guaranteed by the supplier for 24 (twenty four) months after the official handover.

## **2.4 Documentation control**

All formal documentation under this contract must reflect a contract number on the top of the first page and have the date and authorised signature at the bottom of the last page. It must also indicate its source, recipient and subject/purpose of the documentation. Additionally, all contractual communication will be in a form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. Together with the e-mails the Contractor must submit the original copies of the e-mailed documentation to the Service Manager at the scheduled contractual meetings for record keeping.

These contract deliverables will interact extensively with ACSA's CMMS system, which will produce scheduled PM and WO (documentation) that must be completed within the agreed timeframes. The work orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

Monthly progress reports indicating the major findings and recommendations should be submitted to ACSA by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's. The monthly report must have the minimum information & sections defined in Annex D - SLA Monthly Service Report Template

## 2.5 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to the following address:

Airports Company South Africa SOC Ltd  
Private Bag X1,  
OR Tambo International Airport  
Kempton Park  
1627

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number \_\_\_\_\_;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required).

The Contractor should arrange with ACSA's finance department for making all payments electronically.

Invoices should be submitted via email to [Invoices.Acsa@airports.co.za](mailto:Invoices.Acsa@airports.co.za)

## 2.6 Training workshops and technology transfer

In order to ensure operators and technical personnel become familiar with the proposed equipment, the bidder will include as part of the offer a document and computer-based training module.

ACSA will be granted rights to edit and re-format the content of the module to suit the training needs of our organization inclusive of transfer to our integrated E learning platform for unrestricted use by our staff.

A recognized detection equipment computer-based training software pack and license will be included in the package of each detection equipment procured. This software will allow simulating the image display and functions, allowing operators training in each duty station where the machines will be installed.

In addition, the successful bidder will include an onsite intensive training course which will be hosted by ACSA at all ACSA Airports, the duration of which will be proposed by the bidder based on the size and deployment of the Airport. This course will provide a solid foundation for new recruits to complement on-the-job and computer-based training. The finalized training schedule will be arranged, in consultation between the selected vendor and ACSA, prior commissioning and installation of the first batch of equipment.

The training should also include a module for trouble shooting equipment problems that can be rectified on site by ACSA staff.

After this initial training, and during the first contractual year, ACSA will arrange additional training in its regions of operation as proposed by the bidder based on the size and deployment per airport. Bidder will include in their offer a qualified trainer for the duration of these events hosted by ACSA.

Any further training requirements in subsequent years may be proposed by the bidder with the associated costing, not to be included in the pricing of this RFP.

### **3 Health and safety, the environment and quality assurance**

#### **3.1 Health and safety risk management**

The Contractor shall comply with the health and safety requirements contained in this document.

The Project Manager shall be entitled to fine the Contractor an amount of R3000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Project Manager.

The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

Any process in the above mentioned areas involving open flames, sparks, or heat shall be authorized by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises. No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

### **3.2 Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in **Annexure A**.

### **3.3 Quality assurance requirements**

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Project Manager from time to time.

The manual includes pro-forma checklists for all requirements of the *Contractor's* quality control and assurance program and those called for in the Scope.

Acceptance by the *Employer* of the *Contractor's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

## **4 Procurement**

The Contractor will respect OEM warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor is obliged to deliver or provide all necessary material and equipment to execute the works (e.g. measuring instruments and tools) and small items (e.g. lubricants and cleaning agents) as agreed under the maintenance contract.

All applicable warranties from suppliers to be made out in favour of the Employer, not to the Contractor. The Contractor will provide (and regularly update) a schedule of the Contractor's vendor data to the Employer for use outside of this contractual agreement.

The Contractor must provide original quotations (from the third-party service providers / suppliers) for formal approval by the Service Manager prior to the procurement of these third-party items.

### **4.1 People**

#### **4.1.1 Minimum requirements of people employed**

A schedule of key personnel to this Contract will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager. The Project Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the contractor's responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site.

An allowance must be made in the tender price in this regard.

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

**The following table is not all inclusive, but is provided for illustration purposes:**

<b>Permit</b>	<b>Required by/for</b>	<b>Department</b>
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside(including lifting equipment)	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable

#### **4.1.2BBBEE and preferencing scheme**

The bid must include an original or certified copy of the B-BBEE verification certificate issued by a SANAS accredited ratings agency, or an IRBA Registered Accounting Practice or a Sworn Affidavit certified by the Commissioner of Oath.

The Preferential Procurement Regulations Part 3, section 11 (9) states that, “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 Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if 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.

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.

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

## 4.2 Subcontracting

As stated in the Tender Document, Bidders are required to subcontract 30% of the contract value to **one or a combination of specified EME or QSE as follows:**

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is at least 51% owned by black people who are military veterans;

## 4.3 Plant and Materials

### 4.3.1 Specifications

The Contractor shall use only tools and test equipment relevant to the operation, repair and maintenance of the contracted equipment. All test equipment used shall be calibrated against relevant standards to ensure accurate measurement results at all times. Proof of calibration certificates needs to be issued on request by the Service Manager. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The Service Manager reserves the right to have access to the maintenance records of the Contractor's plant and equipment, when requested.

Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, expiry date, etc.) cannot be determined, then the Service Manager must be afforded the opportunity to inspect and authorise the items prior to it being delivered onto ACSA premises.

### 4.3.2 Correction of defects

The *Contractor* shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The *Contractor* shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) as listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

The *Employer* will hold the *Contractor* liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

## **5 Working on the Affected Property**

### **5.1 *Employer's* site entry and security control, permits, and site regulations**

The *Contractor* shall be required to adhere to the Airport site entry requirements i.e. when reporting to the airport, they will have the required permits and adhere to the all applicable regulations.

### **5.2 People restrictions, hours of work, conduct and records**

Only personnel with valid Site/Airport permits are allowed to perform duties on the Employer's premises under the mandate of this contract.

The Contractor will be required to complete a register for all the duties performed on the Airport. The Contractor shall be required to sign the Work Order issued for services rendered. This service may need to be conducted outside of the Airport's operational hours or afterhours.

The Contractor must keep detailed records of all people (including subcontractors) working on the affected property.

The Contractor's conduct must be at all times of a professional nature with effective courtesy and integrity.

### **5.3 Site services and facilities**

#### **5.4.1. Provided by the Employer**

The *Employer* will provide the contractor with access to the maintenance complex as and when required.

The *Contractor* and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution facilities may be used in the terminal building.

The *Employer* may provide space for the *Contractor* to erect a site office and/or yard in the maintenance complex, should they wish to do so.

#### **5.4.2. Provided by the Contractor**

The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to conduct the service.

In the event of a site office/ yard, access control will be agreed between the *Service Manager* and the *Contractor* accordingly. Also, in this event, the *Contractor* must make provision for ablution facilities as part of the site office establishment. Any site office / yard establishment requirements will be for the *Contractor's* own cost. The site office / yard must be de-commissioned at the end of the service period and the surface must be rehabilitated to its surrounding area accordingly.

#### **5.4.3. Control of noise, dust, water and waste**

The *Contractor* shall be required to keep the noise and dust at low levels and as well as conserve the scarce resources such as energy & water. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

#### **5.4.4. Connections to existing works**

In the event that the *Contractor* wish to establish a site camp and/or yard, the required services (electrical; sewer; water) will be billed for on a monthly basis.

### **5.4 Tests and inspections**

Inspection and laboratory testing of goods might be applicable and if the case, the successful bidder/s will be advised accordingly. The inspection will be arranged and paid for by ACSA. The supplier shall communicate the place of inspection. Please note that inspection charges resulting from the supplier's default will be charged directly to the supplier.

## **SECTION 5: PREFERENCE POINTS AND PRICE**

### **5.1 Preference Points Claims**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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#### **1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated **to exceed R50 000 000** (all applicable taxes included) and therefore the 90/10 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:
- |  | POINTS     |
|--|------------|
| <b>PRICE</b>   | 90         |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>                | 10         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |
- 1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an 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.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**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
- 2.18 “**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.

### **3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. 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 must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### **4. POINTS AWARDED FOR PRICE**

#### **THE 90/10 PREFERENCE POINT SYSTEMS**

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

90/10

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

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

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 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(90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a 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 conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if 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.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **6. BID DECLARATION**

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

## **7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

- 7.1. B-BBEE Status Level of Contribution:..... = .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

## **8. SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? .....%

(ii) the name of the sub-contractor? .....

(iii) the B-BBEE status level of the sub-contractor? .....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

## 9 DECLARATION REGARDING COMPANY/FIRM

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business? .....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>	<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p>DATE: .....</p> <p>ADDRESS .....</p>
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and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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.

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received	Check if the prequalification criteria meets the requirements	Check if minimum mandatory requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference (B-BBEE)	Post tender negotiations

**6.3. Prequalification Evaluation Criteria**

In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.

Accordingly, only the bidders with a **minimum B-BBEE status Level 2 or higher are eligible to bid**. Only bidders with B-BBEE status level of contributor level 2 or 1 should submit bids.

**The certified BBBEE SANAS accredited verification certificate or sworn affidavit must be submitted.**

**Please note in the event of a joint venture (JV) a certified BBBE SANAS accredited verification certificate or sworn affidavit in the name of the JV shall be submitted. The Joint Venture agreement must also be submitted. Please refer to returnable document Annexure 7.**

**Bidders must ensure that Tax matters and registration on CSD is complete and in order at award stage of this process.**

**The bidder must subcontract a minimum of 30% of the value of the contract to one or a combination of specified EME or QSE as follows:**

- (i) an EME or QSE which is at least 51% owned by black people;
- (ii) an EME or QSE which is at least 51% owned by black people who are youth;
- (iii) an EME or QSE which is at least 51% owned by black people who are women;
- (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
- (v) an EME or QSE which is at least 51% owned by black people who are military veterans;

**The following must be submitted for this evaluation stage. Failure to submit ALL documentation will result to disqualification:**

- A subcontracting agreement signed by the main bidder and subcontractor
- The percentage contract value reserved for the subcontractor
- The subcontractor valid sworn BBEE affidavit or a certified BBEE certificate
- The names of the shareholders of the subcontractor with their ID's and the company's registration documents reflecting the shareholder's names (CIPC)
- The scope of work reserved for the subcontractor to perform

A tender that fails to meet any Pre-qualifying criteria stipulated above is NOT an acceptable tender and shall result in the immediate disqualification of the Bidder.

**The main bidder must submit the following subcontractor documentation prior to contracting if successful:**

- The subcontractor must be registered in the Central Supplier Database (CSD) of the National Treasury and proof must be attached in the form of the CSD report.
- The subcontractor's valid Tax clearance certificate or Pin must be provided.

**Note: Failure to submit the requested documentation above shall result in disqualification of the bidder.**

#### **6.4. Mandatory Administrative Requirements**

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

<b>Item No.</b>	<b>Mandatory Administrative Requirements</b>
a)	Fully completed and signed the Form of Offer (Contract Data C1.1)
b)	The bidder must provide a valid Transport Security Administration (TSA) and/or European Civil Aviation Committee (ECAC) certification for the OEM detection equipment supplied. (On the OEM letterhead and signed by designated/mandated executive)
c)	The Bidder must provide Original Equipment Manufacturer (OEM) signed Distribution Agreement for Supply, Installation, Commissioning Support, training for a period of 3 years and maintenance for a period of 5 years of detection equipment (On the OEM letterhead and signed by designated/mandated executive)
d)	The Bidder should be registered with PSIRA and provide proof of registration (proof of application or renewal)
e)	The Bidder must complete and sign Standard Bidding Document 4 - Declaration of Interest (Annexure 19)
f)	The Bidder must complete and sign ACSA Terms and Conditions (Annexure 22)

## 6.5. Functionality Evaluation Criteria

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold **of 66 points out of 100** and the minimum threshold must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (90/10 split). Bidders who also fail to achieve the minimum threshold per criteria will be disqualified and not be eligible for further evaluations.

Functionality Evaluation Summary				
Description of Quality criteria	WQ	Sub criteria	Maximum Score	Minimum Threshold
		Quality Score		
Compliance with Specifications		Fully satisfy and complies with the requirements	15	15
Project Management Plan		Detailed implementation project schedule	15	9
Critical Project Resources		Years of Experience and Qualifications of Key Personnel Resources	40	24
Maintenance Schedule		Maintenance schedule	10	6
Company references		Reference letters	10	6
Company experience		Company experience	10	6
<b>TOTAL</b>			<b>100</b>	<b>66</b>

## FUNCTIONALITY BREAKDOWN

### Compliance with Specifications

Supply proposed product specification (i.e brochure) to substantiate the response. To score full points, the proof of specification (i.e brochure) must contain ALL the specification stated below. The designs must be in line with the floor plans or space allocation provided in Annexure A – H (Refer to attachments). The designs that are not in line with Annexure A – H (Refer to attachments) will not be evaluated. Failure to submit proof of all specifications will result in the bidder scoring 0.

The bidder will only be allocated full 20 point for proposed specification if ALL the required specification as outlined in Annexure 11. The Yes and No columns will be used for allocating points in line with the proposed product specification (i.e brochure) submitted.

The bidder must submit the brochure and complete Annexure 11. Failure to submit the documents will result in the bidder scoring 0.

Description	Points
All specification requirements are met	<b>15</b>
All specification requirements not met	<b>0</b>

### Project Management Plan

The Bidder must provide a detailed project management schedule with logical sequence for a project implementation for 3 years contract period **ONLY** for evaluation purposes as detailed in the table below:

Airport	Location	Number of Lanes
ORTIA	International Terminal A	4
ORTIA	International CTB	6
ORTIA	Domestic	7
ORTIA	Transit	2
CTIA	International CTB	4
CTIA	Domestic	6
KSIA	International	2
KSIA	Domestic	4

**Schedule:**

Logical Sequence of activities:

- (a) Schedule as per scope of services, must include (design, supply, de-commissioning, installation, testing, commissioning, project management, training and maintenance)
- (b) Schedule must include 3 airports. CTIA, KSIA and ORTIA shall not be implemented in parallel and normal operations should not be hampered.
- (c) Schedule must include all lead times such as delivery of parts, site set-up etc.
- (d) Detection migration plan such as commissioning, de-commissioning, Rigging and Delivery of equipment which includes Department of Health processes and Occupational Health and Safety.

Description	Maximum Score	Minimum Threshold
<ul style="list-style-type: none"> <li>Equals to 2 – 3 years AND Meets all points (a) -to- (d) above within timeframe = 15 points</li> <li>equals to above 3 - 4 years AND Meets all points (a) -to- (d) above within timeframe = 9 points</li> <li>Above 4 years OR Does not meet all points (a) -to- (d) above = 0 points</li> </ul>	15	9

### Critical Project Resources

#### Years of Experience and Qualifications of Key Personnel Resources

Proof of qualification or equivalent SAQA accredited qualification should be attached to the resource's CV. All certifications to be provided should be certified by a Commissioner of Oath. These documents should not be older than three (3) months.

Description	Maximum Score	Minimum Threshold
<u>Project Manager</u>  a) Certified Proof of Registration (Certificate) with relevant Professional Project Management body and Project Management experience <ul style="list-style-type: none"> <li>• Less than 5 years project management experience and no supporting documents of professional registration = 0 points</li> <li>• Between 5 - 7 years project management experience + professional registration = 6 points</li> <li>• Above 7 years project management experience + professional registration = 10 points</li> </ul>	10	6
<u>Lead Technician</u>  Provide Portfolio of evidence which includes the following: <ul style="list-style-type: none"> <li>(a) Minimum 3 year experience in maintenance of detection equipment</li> <li>(b) Minimum NQF 6 NDip in a relevant electrical/mechanical/mechatronics qualification</li> <li>(c) OEM accreditation certification for maintenance of the proposed system (Detection Equipment System)</li> </ul> <ul style="list-style-type: none"> <li>• Less than 3 years and with/without supporting documents of relevant qualification and OEM accreditation certification = 0 points</li> <li>• Between 3 - 5 years, relevant qualification and OEM accreditation certification = 6 points</li> <li>• Above 5 years, relevant qualification and OEM accreditation certification = 10 points</li> </ul>	10	6

<p><u><i>Lead Engineer</i></u></p> <p>Provide Portfolio of evidence which includes the following:</p> <p>(a) Minimum 3 year experience in installation of detection equipment  (b) Minimum B Tech or BSc in a relevant electrical/mechanical/mechatronics qualification  (c) OEM accreditation certification for installation of the proposed system (Detection Equipment System)</p> <ul style="list-style-type: none"> <li>• Less than 3 years and with/without supporting documents of relevant qualification and OEM accreditation certification = 0 points</li> <li>• Between 3 - 5 years, relevant qualification and OEM accreditation certification = 6 points</li> <li>• Above 5 years, relevant qualification and OEM accreditation certification = 10 points</li> </ul>	<b>10</b>	<b>6</b>
<p><u><i>Occupational Health and Safety Officer</i></u></p> <ul style="list-style-type: none"> <li>• Minimum 5 years of experience as an OHS officer</li> <li>• Occupational Health and Safety certificate <ul style="list-style-type: none"> <li>○ Less than 5 years of experience as an OHS officer and no certificate = 0 points</li> <li>○ 5 – 7 years of experience as an OHS officer and the OHS certificate = 6 points</li> <li>○ More that 7 years as an OHS officer and OHS certificate = 10 points</li> </ul> </li> </ul>	<b>10</b>	<b>6</b>

**Maintenance Schedule**

Description	Maximum Score	Minimum Threshold
<p>1. Bidder has included their understanding of the required maintenance services and scope of work (Methodology statement):</p> <ul style="list-style-type: none"> <li>a. Maintenance plan which demonstrates realistic timeframe which meet required maintenance and service frequency</li> <li>b. Rosters for all 3 Airports</li> <li>c. Warranty letter from OEM for spares</li> </ul> <p>2. Bidder has included resources for the services: - Management of site, organogram and reporting line specifically for this tender</p> <p>3. Bidder has included training schedule for the contract considering continuity of services</p> <p>4. Bidder included contingency plan for industrial strike and mitigation risks of insufficient resources</p> <p>5. Safety plan</p> <p>Poor – Did not submit 1 OR 2 OR 3 OR 4 = (0 points)</p> <p>Average – Submitted 1 AND 2 AND 3 AND 4 = (6 points)</p> <p>Good – Submitted 1 AND 2 AND 3 AND 4 AND 5 = (10 points)</p>	<b>10</b>	<b>6</b>

### Company references

Description	Maximum Score	Minimum Threshold						
<p>Contactable reference's for where Security Screening equipment works was executed.</p> <p><b>References – (Proof of previous work of at least four (4) traceable references (2 letters must be installation of detection equipment and 2 letters must be maintenance of detection equipment) of the tendering entity where installation and/or maintenance of detection equipment were previously done or are currently ongoing performed, submitted on the client's letterhead, describing the type of work and refence number or purchase order).</b></p> <table border="1"><tr><td>3 Reference or none submitted</td><td>0</td></tr><tr><td>4 References (2 letters must be installation of detection equipment and 2 letters must be maintenance of detection equipment)</td><td>6</td></tr><tr><td>5 or more references (2 letters must be installation of detection equipment and 2 letters must be maintenance of detection equipment)</td><td>10</td></tr></table> <p><b>N.B SCORING NOTES</b></p> <p>1) Reference letter of the Bidding entity/entities must have the following as a minimum</p> <ul style="list-style-type: none"><li>• Referee Company letter head.</li><li>• The order number or contract reference number.</li><li>• The description of works performed by the bidder.</li><li>• The value of the works performed by the bidder.</li><li>• The start and end date of the works performed by the bidder, in the format Month and Year.</li></ul> <p><b>N.B</b> All this information in the bidders' reference letter must support information populated in forms</p> <p><b>N.B</b> Reference letters that are not traceable will not be accepted or evaluated</p>	3 Reference or none submitted	0	4 References (2 letters must be installation of detection equipment and 2 letters must be maintenance of detection equipment)	6	5 or more references (2 letters must be installation of detection equipment and 2 letters must be maintenance of detection equipment)	10	10	6
3 Reference or none submitted	0							
4 References (2 letters must be installation of detection equipment and 2 letters must be maintenance of detection equipment)	6							
5 or more references (2 letters must be installation of detection equipment and 2 letters must be maintenance of detection equipment)	10							
<p><b>Company experience</b></p> <p>Bidder must provide proof of experience (minimum 4 reference letter / equal to list of number of services rendered) in the installation and/or maintenance of detection equipment to operations of a similar nature and/or complexity.</p> <p>0 &gt; = 3 years = 0</p> <p>3 &gt; = 5 Years = 6</p> <p>More than 5 = 10</p> <p>Number of years will be calculated cumulatively depending of number of reference letters submitted and verifiable</p>	10	6						

#### **6.6. Price and Preference (B-BBEE)**

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **90/10 split**. Where price will amount to **90 points**, whilst preference will be **10 points**. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria 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 under the Contract Data, 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.

## SECTION 6: RETURNABLE DOCUMENTS

### 6.1 Mandatory Returnable documents

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

### 6.2 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.

Item No.	Returnable Documents	Checklist
Annexure 1	Cover Letter	
Annexure 2	Background, Executive summary & Organogram	
Annexure 3	Certificate of incorporation documents CIPC	
Annexure 4	Names and identity numbers of directors	
Annexure 5	Certificate of Authority for Signatory	
Annexure 6	Certificate of Authority for Joint Ventures (where applicable)	
Annexure 7	Joint Venture Agreement	
Annexure 8	Schedule of the Tenderer's Recent Experience related to this Project	
Annexure 9	Reference letter or Completion Certificates of Previous Projects Completed	
Annexure 10	Proof of Contract Values of Previous Projects Completed	
Annexure 11	Detailed Specifications of Detection Equipment	
Annexure 12	CV's of key personnel	
Annexure 13	Certified Certificates of Qualifications of Key Personnel.	
Annexure 14	Proof of Registration with PSIRA	
Annexure 15	Work Plan and Proposed Methodology	
Annexure 16	Schedule of Proposed Subcontractors	
Annexure 17	Partner Status with Original Equipment/Software Manufacturer/s	
Annexure 18	Additional Information and OEM Approved supplier agreements	
Annexure 19	SBD 4: Declaration of Interest	
Annexure 20	SBD 8: Declaration of Bidder's past supply chain management practices	
Annexure 21	SBD 9: Certificate of independent bid determination	
Annexure 22	ACSA Terms and Acceptance of the Bid	

Annexure 23	Proof of registration for Contractor's WCA registration and or COID	
Annexure 24	A valid Tax Clearance Certificate or SARS Pin issued by the SARS.	
Annexure 25	Certified copy of B-BBEE Verification Certificate	
Annexure 26	Proof of registration with the Central Supplier Database (CSD)	
Annexure 27	Enterprise Questionnaire	
Annexure 28	Occupational Health and Safety Act Compliance by Bidder	



## Annexure 1: Cover Letter

A covering letter must be provided to properly identify the bid and highlight other information that the Bidder has included regarding their business and/or organisation.

Please attach here

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_



## **Annexure 2: Background, Executive summary & Organogram**

A detailed background of the bidding entity, executive summary and organogram of the bidding entity. Bidders should include the bid information requested in the Appendices such as Full name, address, fax and telephone numbers, including the full citation of Bidder, and registration number (in the case of a company or close corporation) exactly as the company or close corporation is registered.



**Annexure 3: Certificate of incorporation documents CIPC**



**Annexure 4: Names and identity numbers of directors**



## Annexure 5: Certificate of Authority for Signatory

### This is to certify that:

The signatory has been duly authorised to sign all documents in connection with this tender and any contract which may arise therefrom on behalf of the Bidder.

*An example is shown below:*

"By resolution of the board of directors taken on ..... 20 .....  
 Mr/Ms .....  
 has been duly authorized to sign all documents in connection with this tender and  
 any contract which may arise therefrom on behalf of  
 (block capitals) .....  
 .....  
 Signed on behalf of Company: .....  
 In his/her capacity as: .....  
 Date: ....."

Signatory of Authority: .....

Witnesses:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

### Attach:

- Annual Financial Report
- Company Documents

### Annexure 6: Certificate of Authority for Joint Ventures (where applicable)

This Returnable Schedule is to be completed only by joint ventures in addition to Form A3 for each JV member.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise:

Mr/Ms.....;

authorised signatory of the company.....;

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_



**Annexure 7: Joint Venture Agreement ( If applicable)**



## Annexure 8: Schedule of the Tenderer's Recent Experience related to this Project

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

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

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

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




**Note:** When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the evaluation process Section 6

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

Signed		Date	
Name		Position	
Bidder			



## Annexure 9: Reference Letters or completion certificate of Previous Projects Completed

Please attach Client Reference letters of Previous Projects Completed as listed under **Annexure 8** above to this page.

A minimum of three (3) reference letters are required for relevant projects

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

Signed		Date	
Name		Position	
Bidder			

**Annexure 10: Proof of Contract Values of Previous Projects Completed**

Please attach proof of Contract Values of Previous Projects Completed as listed under **Annexure 8** above to this page. A minimum of three (3) reference letter required for relevant projects

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

Signed		Date	
Name		Position	
Bidder			

## Annexure 11: Equipment Specifications

Please ensure that the Yes/No column is completed and aligned to the brochure. Failure to complete will result in the disqualification. If there is a “No” will also result in the disqualification of the bidder

### A11.1CT Machine EQUIPMENT - IN GAUGE EQUIPMENT (CABIN BAGGAGE INSPECTION) **Please attach equipment brochures and drawings**

Bidders should refer to the minimum specifications below for the detection equipment required. Equipment to comply to OEM specifications of TSA and/or ECAC certifications

#### Specification of X-Ray Machines

Computed Tomography - IN GAUGE EQUIPMENT (CABIN BAGGAGE INSPECTION)			
	General Description	Minimum Requirement	Yes/No
Physical	Type	Specify	
	Model	Specify	
	Manufacturer	Specify	
	Country of origin	Specify	
	Dimensions: Length Height & Width	LxWxH) L~3200 x W 1660 x H 1660 mm H 2600	
	Tunnel size (mm)	W 600mm H 420mm rectangular	
	Conveyor speed	Forward and Reverse / Atleast minimum of 20 cm/s or faster	
	Conveyor belt demarcation	Specify	
	Input conveyor height	Minimum of not less than 70 cm from ground	
	Maximum inspection object (mm)	600mm * 420mm, max. length 1000mm H	
	Maximum Conveyor Belt Load	>100 kg evenly distributed	
	System power	220V AC ± 10%, single phase, 50Hz	
	Side Protection Panels	Rigid and Solid	
	Material Separation	specify	
Multiple generator and 3D Image performance			



	Guaranteed Detection Capability	Zero False Image Detection	
	3D image viewed and rotated on three axes for image analysis	Specify	
	X-ray tube	specify	
	x-ray detector	Specify	
	x-ray beam	Specify	
	Gantry rotation	Specify	
	Cooling	Sealed oil bath with forced air	
	Duty Cycle	100 % Automatic Start-up	
	Generator imaging type	Dual Generator Imaging	
	Storage Temperature	0°C - 40°C	
Operating Environment	Operating temperature	-20°C - 60°C	
	Relative humidity	Up to 95% Non-Condensing	
	Design Lifespan	Minimum of 7 years	
	Average 'uptime'	99,5% under realistic operating conditions	
Health and Safety	Design Lifespan	Minimum of 7 years	



	Compliance to legislation	TSA ECAC National Department of Health of South Africa	
	Maximum leakage radiation	Less than 0.1 mR/hr	
	Storage format	Yes / No -Specify	
	Export of Images	Yes / No -Specify	
Computer	Processor and OS	Windows OS	
	Self-diagnostic software	Manual / Automatic capabilities	
	Memory (RAM)	> 4GB	
	Memory (HDD Storage capacity)	> 1 TB	
	Features	CD-Rom Drive, USB port, UPS Matrix server and Networking High Resolution-HD	
Imaging	Storage format	Specify	
	Export of Images Capabilities	Yes / No -Specify	
	Import of Images	Yes / No -Specify	
	Export of Images	Yes / No -Specify	



	Screener Performance Detection report	Yes / No -Specify	
	Screener detection performance report	Yes / No -Specify	
Operator Assist (OA)	Automatic Threat Detection of Explosives, Flammables, Prohibited, and other	Yes / No -Specify	

**Note: The above is a guideline of the requirements, the detection equipment to comply to OEM specifications of TSA and/or ECAC certifications.**

<b>HIGH PERFORMANCE WALK-THROUGH METAL DETECTOR</b>		
<b>General Description</b>	<b>Minimum Requirement</b>	<b>Yes/No</b>
Critical Features	<p>Elliptic column shape or traditional panel versions available.  Dynamic threat object detection range from guns to ½ cutter blade  Discrimination of personal effects with a very low nuisance alarm rate.  60 or more zones with left and right indication  Met-identity technology identifies the metal type in real time.  High precision bidirectional counter with automatic.  Rescreening compensation  SweepScan4D to allow a uniform inspection field and reduce nuisance alarms.  Chip Card capability for fast, simple, and safe programming.  Random alarm capability programmable from 0% to 99%.  Advanced resistance to electromagnetic interferences.  One touch automatic self-installation.  Only low voltage DC power within the gate structure.  Standard interfaces: Serial Interface, Bluetooth, infrared  Interface availability</p>	
Quality	Continuous self-diagnostic system	
	Proven reliability	
	No calibrations required	
	No scheduled maintenance	
	Fully digital design	
Walk-through gate structure	State-of-the-art, compact washable panels and elliptical columns	
	Protected against aging, weather and wear	
Central control unit	Ergonomic and robust design	
	High Visibility alphanumeric display and programming keyboard.	
	Made of advanced plastics (IP20 protection degree) or stainless steel (AISI 304 IP67 protection degree) and antivandalic construction.	
	Access to the front panel Protected by hardware key and a level of passwords	
Alarm signalling (Password protected functionality)	Visible Multi Signals 4light bars with software reversible direction and pacing indication.	
	Green and red metering Signals proportional to the mass of the object detected.	
	ADJUSTABLE AUDIBALE High acoustic intensity alarm signal	
	SIGNALS 10 continuous and pulsed tone plus 34 special tones	
	10 sound intensities ranging from 0 to 90 dbA at 1m.	

Type of signalling	Visual: fixed or proportionate to the mass in transit-visible from 6m under lighting of 4000lux.	
	VISUAL WITH ZONAL Horizontal indication, via 3 distinct zones (left, centre, right).	
	SUBDIVISIONS for every height: total of 60 distinct zones (20 vertical zones X 3 horizontal zones).	
	Indicate any International SECURITY LEVEL Standard machine conforms with	
	Control Unit, display and keyboard.	
	Programming and chip card access protected by {user and super} password.	
Operational features and installation data	Very high discrimination and transit flow rate, indicate machine through put.	
	Quick reset time, programmable in milli seconds.	
	Very high detection speed {up to 15m/s}.	
	Build-in operational and technical functional verification.	
	One-touch key reading of inbound, outbound and Security Level Data.	
	Automatic synchronization between two or more metal detectors with distance of down to 15cm without the use of external cables.	
	Built-in floor sensitivity adjustment function.	

**Note: The above is a guideline of the requirements, the detection equipment to comply to OEM specifications of TSA and/or ECAC certifications.**

<b>EXPLOSIVE TRACE DETECTION UNITS (STANDALONE)</b>		
<b>General Description</b>	<b>Minimum Requirement</b>	<b>Yes/No</b>
Detection Capacity	The system should detect a wide range of explosives (marked and unmarked) and a wide range of narcotics. The provision should be available for future upgrades for new substances. The system should detect range of explosives (marked and unmarked) which should include RDX, PETN, TNT, Dynamite, SEMTEX, C4, HMX, Ammonium Nitrate and range of Narcotics which should include Cocaine, Heroin, Amphetamine, Methamphetamine, MDA, and THC. The provision should be available for future upgrades for new substances.	
Operating Modes	Provision should be available for the operator to select the modes out of followings. Explosive & Narcotics	
Detection Technology & Equipment	Should be approved by TSA or ECAC.	
Sensitivity	Capable of detecting Explosives/Narcotics in the Nano gram range.	
Selectivity	Minimal false detection and minimal alarm rate. Specify false alarm rate in %	
Sample collection	Preferably, Surface wipe for trace particles. Please specify if method is different which has to be approved by TSA or ECAC.	
Warm up time and Power	Approx. 20-30 minutes	
Signal Processing	Please specify the details of Signal Processing considering below as a guideline i. Variable integration time ii. Plasma gram component iii. Recognition of multiple explosives in particulate vapour mode	
Weight and Dimensions	Please specify	
Calibration	Automatic Calibration is mandatory	
Display	HMI touch screen should be available. The size of the display should be minimum of 10 inches or above and should be high resolution-HD.	
Networking Facility	Availability of networking facility to connect the system to a standard LAN is preferred.	
Printer and Reports	Facility to generate reports should be available and inbuilt printing facility is preferable. Also, provision should be available to transfer generated reports through USB connection and the report format should be in standard readable format.	
Susceptibility to interference	Should be minimum. Supplier is to state if there is any limitation.	

Environmental Limits	Operating temperature - 0 to + 40 C. Humidity - up to 95%, non-condensing	
Operating Language	System operating language should be English.	

**Note: The above is a guideline of the requirements, the detection equipment to comply to OEM specifications of TSA and/or ECAC certifications.**

### Automated Tray Return system

The automated screening lanes offer several new features designed to improve the screening process, the bid to provide a modular design that will integrate to the CT machines with the space allocated within the respective airports. including:

<b>EXPLOSIVE TRACE DETECTION UNITS (STANDALONE)</b>	
<b>Minimum Requirement</b>	<b>Yes/No</b>
Stainless steel counter tops designed specifically to enable multiple passengers to place their items in bins simultaneously and allows more experienced passengers to pass those that need more time	
Automated conveyor belts that move bins into the CT machine tunnel and return the bins to the front of the security checkpoint	
Automatic parallel diversion of any carry-on bag that may contain a prohibited item, allowing other travellers' belongings to continue through the screening process uninterrupted	
Bins that are 25 per cent larger than a typical bin and are able to hold a roll-aboard suitcase	
Unique Radio Frequency Identification (RFID) tags that are attached to each bin, allowing for additional accountability of a traveller's carry-on property as they move throughout the security screening process	
Cameras that capture photographic images of the contents of each bin and are linked side-by-side to the X-ray image of a carry-on bag's contents.	

## Annexure 12: CV's of key personnel

When completing this schedule, Bidder's must take cognizance of the evaluation criteria as described in the Functionality Evaluation Criteria, as described under Section 6.

Compulsory detailed CV's are required for the following:

- Project Manager
- Lead Technician
- Occupational Health and Safety Officer
- Lead Engineer

The full CV's are to be attached to the relevant pages and, in addition, the following summaries are to be completed for each of the above key personnel members.

### Project Manager

<b>Name</b>	
<b>Surname</b>	
<b>Position</b>	
<b>Nationality</b>	
<b>Date of Birth</b>	
<b>Highest Qualification:</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Major experience in previous 10 years:</b>	



**(Attach additional information to this page)**

**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_

**(Attach additional information to this page)**

**LEAD TECHNICIAN**

<b>Name</b>	
<b>Surname</b>	
<b>Position</b>	
<b>Nationality</b>	
<b>Date of Birth</b>	
<b>Highest Qualification:</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Major experience in previous 10 years:</b>	

**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_

**HEALTH AND SAFETY OFFICER**

<b>Name</b>	
<b>Surname</b>	
<b>Position</b>	
<b>Nationality</b>	
<b>Date of Birth</b>	
<b>Highest Qualification:</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Major experience in previous 10 years:</b>	

**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_

**LEAD ENGINEER**

<b>Name</b>	
<b>Surname</b>	
<b>Position</b>	
<b>Nationality</b>	
<b>Date of Birth</b>	
<b>Highest Qualification:</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Other Qualification</b>	
<b>Major experience in previous 10 years:</b>	

**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_

**Annexure 13: Certified Certificates of Qualifications of Key Personnel**

Please attach certified copies of Qualifications of Key Personnel as listed under **Annexure 12** above to this page for the following resources:

- Project Manager
- Lead Technician
- Health and Safety Officer
- Lead Engineer

Signed		Date	
Name		Position	
Bidder			

**Annexure 14: Proof of Registration with PSIRA**

Signed		Date	
Name		Position	
Bidder			

## Annexure 15: Work Plan and Proposed Methodology

Bidders are to provide a written work plan demonstrating how they intend to execute the works from initial site set-up right through to final certification of the works. Bidders to include a detailed works programme in a bar chart format illustrating the dependencies between the various activities. The contractor shall be required to provide method statements for the installation of the works in various areas.

The Bidder must provide a detailed project management schedule with logical sequence for a project implementation for 3 years contract period **ONLY** for evaluation purposes as detailed in the table below:

Airport	Location	Number of Lanes
ORTIA	International Terminal A	4
ORTIA	International CTB	6
ORTIA	Domestic	7
ORTIA	Transit	2
CTIA	International CTB	4
CTIA	Domestic	6
KSIA	International	2
KSIA	Domestic	4

### Schedule:

Logical Sequence of activities:

- Schedule as per scope of services, must include (design, supply, de-commissioning, installation, testing, commissioning, project management, training and maintenance)
- Schedule must include 3 airports. CTIA, KSIA and ORTIA shall not be implemented in parallel and normal operations should not be hampered.
- Schedule must include all lead times such as delivery of parts, site set-up etc.
- Detection migration plan such as commissioning, de-commissioning, Rigging and Delivery of equipment which includes Department of Health processes and Occupational Health and Safety.

Signed		Date	
Name		Position	
Bidder			



## Annexure 16: Schedule of Proposed Subcontractors

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

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature, extent and approximate value of work to be sub-contracted</b>	<b>Previous experience with Subcontractor (attach details)</b>




**(Attach additional information to this page)**

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Bidder: \_\_\_\_\_

**Annexure 17: Partner Status with Original Equipment/Software Manufacturer/s**

Bidders must provide original letters of partner status with the technology or the vendor (where applicable);

Signed		Date	
Name		Position	
Bidder			

**Annexure 18: Additional Information and OEM Approved supplier agreements**

Signed		Date	
Name		Position	
Bidder			

## **Annexure 19: SBD 4 - Declaration of Interest**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1. Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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



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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:  
.....

Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1 If yes, did you attached proof of such authority to the bid **YES / NO**  
document?

(Note: Failure to submit proof of such authority, where  
applicable, may result in the disqualification of the bid.



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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

.....

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Number Number	Employee / Persal Number


#### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## Annexure 20: SBD 8 - Declaration of Bidder's past supply chain management practices

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT  
THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN  
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **Annexure 21: SBD 9 - Certificate of independent bid determination**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe 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. disregard 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. cancel 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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.



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
6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. 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.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **Annexure 22: ACSA Terms and Acceptance of the Bid**

This RFP is open to South African Registered Bidders and overseas. All legal requirements for tax and customs must be observed and the cost is for the bidder.

ACSA reserves the right to award the contract on the basis of RFP submitted or to negotiate at the option of ACSA terms and conditions suitable to this RFP; and by submission of its RFP the proposer agrees to be legally bound thereby if its RFP is accepted by ACSA.

ACSA or its duly appointed representatives shall be the sole adjudicators of the RFP s received. The decision shall be final and **no discussion or correspondence regarding the reason for the acceptance or rejection of any RFP will be furnished except as required by law.**

ACSA shall not be liable for any expense incurred by any proposer in the preparation and submission of its RFP.

If the RFP has been awarded on the strength of information furnished by a proposer, which information proves to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

- (a) Recover from the relevant proposer all costs, losses or damages incurred by it as a result of the award and/or
- (b) Cancel the award of the RFP 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.

If a written contract has been concluded between the parties and ACSA exercises the right to cancel such contract, the proposer shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation and having to make alternative arrangements. ACSA shall furthermore have the right to recover such losses, damages or additional costs by means of set off against monies due or which may become due to the proposer in terms of the said contract. Otherwise ACSA may process a claim in terms of a performance bond provided for due fulfillment of the contract by the proposer. Until such time as the amount of such losses, damages or additional costs have been determined, ACSA shall retain such monies for any loss or damage, which ACSA may suffer or has suffered.

If ACSA and the successful proposer fail to enter into and execute a formal written contract within thirty (30) days of the award as a result of the proposer's failure to comply with the representation made in his/her RFP , then the RFP may be deemed null and void. ACSA' s aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages.



ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any proposer or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All RFP s are submitted at the entire risk of the proposer.

All agreements arising from RFP s 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 in accordance with applicable laws and policy.

ACSA reserves the right **to postpone the closing date for submission** of RFP s or to withdraw the RFP at any time.

Works must be executed in the name of the business actually tendering to perform the supply, installation and maintenance, and if awarded the contract it must be signed by an authorised representative of the proposer. In the case of a joint venture or partnership, evidence of such authorisation from all members must be included. In the case of a joint venture RFP, officers authorised by both entities must sign the RFP form. The address and telephone numbers of the proposer must appear in B-BBEE Vendor form

The foreign exchange values for the imported content shall be indicated in the country of source and in US Dollar. The exchange rates used in calculating the SA Rand value must be clearly stated in the Schedule of rates, in the RFP.

The following is of utmost importance to ensure the smooth and efficient payment of invoices:

- ✓ Ensure that a proper procurement process was followed and a PO number is obtained before any goods are delivered or services are rendered.
- ✓ The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you **STILL** need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.
- ✓ An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier, and will not be forwarded to the SSC for processing.
- ✓ Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered or the service rendered.



- ✓ Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to [invoices.acsa@airports.co.za](mailto:invoices.acsa@airports.co.za). The original invoice should not be handed to business.
- ✓ Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.
- ✓ Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- ✓ Payment by means of Electronic funds transfers.
- ✓ At present Airports Company South Africa accepts all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques any more.
- ✓ Invoices will be paid on the last working day of the month following the invoice date e.g. if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- ✓ Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to [suppliers@acsa.co.za](mailto:suppliers@acsa.co.za) in order to ensure that your payment is made in time.
- ✓ If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:
  - Email a copy of a cancelled cheque to [suppliers@acsa.co.za](mailto:suppliers@acsa.co.za) as proof of your banking details

The RFP Submission shall be in English.

### **Binding Arbitration Provision**

It is a condition of participation in this RFP process and the proposer and ACSA agree that should any dispute or difference arise between any proposer and ACSA:

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under.
- Concerning any aspect of the RFP process to anything done or decided there under: or

- Concerning the validity of the award of the RFP to any proposer or the failure to award same to any proposer, 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).
- 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.
- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 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.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

#### **RFP Acceptance**

- ACSA reserves the right to reject:-
  - a. Incomplete RFP s
  - b. Late RFP s
  - c. Conditional RFP s.
  - d. Non-compliant RFP s with one or more of the procedural and administrative criteria.
- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.

- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.
- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
- ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
- Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

<b>ACCEPT</b>	
<b>ACCEPT WITH AMENDEMENT/S</b>	
<b>DO NOT ACCEPT</b>	

**COMPANY NAME** \_\_\_\_\_

**REPRESENTATIVE NAME AND SURNAME:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## **Annexure 23: Proof of registration for Contractor's WCA registration and or COID**

### **This is to certify that:**

The Bidder is registered and is 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)

Please attach proof of registration.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_



## **Annexure 24: Confirmation of Good Standing with the South African Revenue Services**

### **This is to certify that:**

The Bidder's Tax Matters have been declared in order by the South African Revenue Services. In the event of a Joint Venture, each member shall comply with this requirement.

Please attach an valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services.

If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance certificate in their personal capacities.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_



## **Annexure 25: A certified copy of B-BBEE Verification Certificate**

The bid must include an original or certified copy of the B-BBEE verification certificate issued by a SANAS accredited ratings agency, or an IRBA Registered Accounting Practice or a Sworn Affidavit certified by the Commissioner of Oath.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if 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.

Signed		Date	
Name		Position	
Tenderer			

**(Attach proof to this page)**



**Annexure 26: Proof of registration with the Central Supplier Database (CSD)**

This is to Certify that:

The Bidder's is registered with the Department of National Treasury's Central Supplier Database.

Please attach proof of valid registration on CSD to this page.

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_

## Annexure 27: Enterprise Questionnaire

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

**Section 1:** Name of enterprise: .....

**Section 2:** VAT registration number, if any: .....

**Section 3:** CIDB registration number, if any: .....

**Section 4:** Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

**Section 5:** Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6:** Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |   |  |
|---|--|
| - a member of any municipal council         | - an employee of any provincial department,            |
| - a member of any provincial legislature    | national or provincial public entity or constitutional |
| - a member of the National Assembly or the  | institution within the meaning of the Public           |
| National Council of Province                | Finance Management Act, 1999 (Act 1 of 1999)           |
| - a member of the board of directors of any | - a member of an accounting authority of any           |
| municipal entity                            | national or provincial public entity                   |

- an official of any municipality or municipal entity      - an employee of Parliament or a provincial legislature

**If any of the above boxes are marked, disclose the following:**

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |   |  |
|---|--|
| - a member of any municipal council                                     | - an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| - a member of any provincial legislature                                | - a member of an accounting authority of any national or provincial public entity  |
| - a member of the National Assembly or the National Council of Province | - an employee of Parliament or a provincial legislature  |
| - a member of the board of directors of any municipal entity            |  |
| - an official of any municipality or municipal entity                   |  |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)

		Current	Within last 12 months

\*insert separate page if necessary

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

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

Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_



## **Annexure 28: Occupational Health and Safety Act Compliance by Bidder**

In terms of the Occupational Health and Safety Act (1993) Section 37(2) I, ..... on behalf of ..... (Contractor) hereby accept full legal responsibility for the actions of all persons employed by ..... (Contractor) to perform work in terms of this contract.

While such acceptance relieves the company of that responsibility, I undertake to respond to any information or direction from the company, aimed at improving or ensuring the safety and health of the persons mentioned above, or those affected by their actions.

I hereby acknowledge that I have read and understand the above rules and undertake to ensure all persons working on this contract observe them.

Title\_\_\_\_\_ Name\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

### **Countersigned by company authorised official**

Title\_\_\_\_\_ Name\_\_\_\_\_

Signature\_\_\_\_\_

Date\_\_\_\_\_

