

# **BID DOCUMENT**

## **FOR**

**REPLACEMENT OF FUEL DETECTION SYSTEM WITHIN A PERIOD OF  
Four (4) MONTHS AT KING SHAKA INTERNATIONAL AIRPORT**

**Bid Reference Number: KSIA7172/2023/RFP  
November 2023**

**Issued by**  
Airports Company South Africa  
King Shaka International Airport

**Note:**

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

## **VOLUME 1**

**NAME OF BIDDER: .....**

## BIDDER'S DETAILS

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

**BID REFERENCE NUMBER** : KSIA7172/2023/RFP

**ISSUE DATE** : 10 November 2023

**COMPULSORY BRIEFING SESSION AND SITE VISIT** : 27 November 2023 at 12:00(mid-day)

**QUERY CLOSURE DATE** : 30 November 2023

**BID SUBMISSION CLOSING DATE AND TIME** : 11 December 2023 at 10am

**SUBMISSIONS DELIVERY** : King Shaka International Airport  
Multi-Storey Office Block (MSO)  
Ground floor  
ACSA Reception  
Located in the Pick-Up Zone area

**THIS BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY**

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## T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for the Replacement of Fuel Detection System within a Period of four (4) Months at King Shaka International Airport.**

### Mandatory Criteria:

- a) It is estimated that bidders must have a CIDB contractor grading designation of **3EB/EP or higher.**
- b) Attendance to **Compulsory Briefing Session and Site Visit** at KSIA
- c) Bidders must complete and acknowledge Bidder's Disclosure form SBD4.
- d) Complete the Pricing/Activity Schedules as provided in bid document.
- e) Complete and sign Form of offer and Acceptance (Part C1 - C1.1).

### 1.1.1 TENDER DOCUMENT AVAILABILITY

Tender document is available from **10 November 2023** for free download from National Treasury's e-Tender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Please print and complete.

### 1.1.2. COMPULSORY BRIEFING SESSION AND SITE VISIT

The Compulsory Meeting will take place on **27 November 2023 at 12:00(mid-day)** at:

- King Shaka International Airport
- Multi-Storey Office Block (MSO)
- 4<sup>th</sup> Floor – Ushaka Boardroom
- Located in the Pick-Up Zone area

#### Requirements for Site Visit:

- **Original ID/Passport** (Driver's Licence will **not** be accepted)
- Reflective Jacket
- Safety Shoes

#### Parking:-

- Park in Shaded Parking (ENTRY - OPPOSITE the pick-up zone) to allow for parking tickets to be signed allowing for free parking for the site meeting.  
Should Bidders park anywhere else, Parking cost will be for their account.

### 1.1.3 QUERIES, CLARIFICATION AND COMMUNICATION

Queries relating to the issue of these documents may be addressed to E-mail address: [tenders.scm1@airports.co.za](mailto:tenders.scm1@airports.co.za)

**Closing date for Enquiries is 30 November 2023.**

**1.1.4 TENDER CLOSING DATE AND TIME :**

**Tenders must be submitted on or before 10:00am on 11 December 2023.**

**1.1.5 SUBMISSION OF BID DOCUMENTS**

- Submit bids during working hours Monday to Friday as there may not be anyone available to receive bids outside working hours.
- **The bidder must submit bids in Printed and Electronic format.**

**Printed** format (**1 Original and 1 Copy**) and **Electronic** format using a USB Flash Drive.

Bids must be sealed in clearly marked envelopes/package indicating which is “Original” and which is “Copy” and marked with Tenderer’s name and contact details, Tender Reference Number and Tender Description and delivered to the following address:

**King Shaka International Airport  
Multi-Storey Office Block (MSO)  
Ground floor  
ACSA Reception  
Located in the Pick-Up Zone area**

**1.1.6 LATE BIDS**

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

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

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued.

## T1.2 Tender Data

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

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

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

Clause Number	Tender Data
<b>C.1</b>	<b>GENERAL</b>
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p><b>Part T2: Returnable Document</b></p> <p>T2 List of returnable documents</p> <p>T2 Returnable schedule</p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p><b>Part C2: Pricing Schedule</b></p> <p>C2.1 Pricing Assumptions</p> <p>C2.2 Pricing/Activity Schedules</p> <p><b>Part C3: Works Information / Scope of work</b></p> <p><b>Part C4: Site information</b></p>
C.1.4	<p>The Employer's Agent is: Maliga Gounden</p> <p>Email address: <a href="mailto:tenders.scm1@airports.co.za">tenders.scm1@airports.co.za</a></p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p><b>C1.5 Cancellation and Re-Invitation of Tenders</b></p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ol style="list-style-type: none"> <li>due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</li> <li>funds are no longer available to cover the total envisaged expenditure; or</li> <li>no acceptable tenders are received.</li> <li>there is a material irregularity in the tender process.</li> </ol> <p>C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
<b>C.2</b>	<b>TENDERER'S OBLIGATIONS</b>
C.2.1	<p><b>Eligibility</b></p> <p>Refer Mandatory Criteria as listed in C3.11</p>

C.2.2	<p><b>Cost of tendering</b></p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p><b>Compulsory Briefing Session and Site Visit on 27 November 2023 at 12:00(mid-day) at KSIA.</b> The arrangements for a Compulsory Briefing Session and Site Visit are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of <b>30 November 2023</b>.</p>
C.2.9	<p><b>Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered.</p>
C.2.13	<p><b>Submitting a tender offer</b></p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus PLUS one (1) copy AND in electronic format (USB Flash Drive) , with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p>

	<p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p><b>Closing time</b></p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> King Shaka International Airport Multi-Storey Office Block (MSO) Ground floor ACSA Reception Located in the Pick-Up Zone area</p> <p><b>Identification details:</b> <b>Bid Ref. No: KSIA7172/2023/RFP</b></p> <p><b>Title: Replacement of Fuel Detection System within a period of 4 months at King Shaka International Airport</b></p> <p><b>Closing Date:</b> <b>11 December 2023 at 10am</b></p>
C.2.16	<p><b>Tender offer validity</b></p> <p>C.2.16.1 Hold the tender offer(s) valid for <b>12 weeks (84 days)</b> for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p><b>Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>

<b>C.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification by <b>4 December 2023</b>.</p>
C.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p><b>Return late tender offers</b></p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p><b>Opening of tender submissions</b></p> <p>There will be public opening of tenders after the closing date and time at <b>King Shaka International Airport Multi-Storey Office Block, 4<sup>th</sup> Floor Ushaka Board Room</b>. Tender opening register will be made available to all bidders who submitted a bid.</p>
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p><b>Test for Responsiveness</b></p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered)</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.(check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.)</li> </ul> <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p> <p>The detailed Evaluation Process will follow here-after to further determine if the qualifying bidders/tenderers is fully responsive.</p>
C.3.9	<p><b>Arithmetical errors, omissions and discrepancies.</b></p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p>

	<p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>(ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
C.3.10	<p><b>Clarification of a tender offer</b></p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>

C.3.11

**A staged approach will be used to evaluate tenders.**

Stage 1	Stage 2	Stage 3	Stage 4
Test for Responsiveness As per Clause C3.8	Mandatory Requirements	Evaluate on Functionality or the technical aspect of the bid	Evaluate Price and Preference

**Stage 1 Test for responsiveness** as outlined by the clause C3.8 above.

**Stage 2 Mandatory Administration Criteria**

- a) It is estimated that bidders must have a CIDB contractor grading designation of **3EB/EP or higher**.
- b) Attendance to **Compulsory Briefing Session and Site Visit** at KSIA
- c) Bidders must complete and acknowledge Bidder's Disclosure form SBD4.
- d) Complete the Pricing/Activity Schedules as provided in bid document.
- e) Complete and sign Form of offer and Acceptance (Part C1 - C1.1).

**Stage 3 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.

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below.

Bidders who **fail to achieve the Minimum Threshold Points Per Criteria AND a Minimum Total of 64/100 points** on the functional / technical stage **will be disqualified and not be considered for further evaluation**.

No.	Description of quality criteria	WEIGH-TING	Sub criteria	MAXIMUM (MAX) / TOTAL POINTS	MINIMUM THRESHOLD POINTS
			Quality Score		
1.	Bidder's/Company/ Entity Experience	15	3 x Trade Reference Letters (5 points per letter)	15	10
2.1	Key Personnel: Qualification	20	Instrumentation Technician	10	6
			Millwright	10	6
2.2	Key Personnel: Experience	20	Instrumentation Technician	10	6
			Millwright	10	6
3.	Product Specification	21	Hydrocarbon Sensors	21	14
4.	Warranty	9	Hydrocarbon Sensors	3	2
			UPS	3	2
			Actuators	3	2
5.	Project Plan/Program	15	Program	15	10
<b>TOTAL FUNCTIONALITY POINTS</b>				<b>100</b>	<b>64</b>

***Bidders must score the minimum threshold points per criteria AND a minimum total of 64 out of 100 points for Functionality to be considered for further evaluation.***

**FUNCTIONALITY EVALUATION CRITERIA BREAKDOWN**

#	Evaluation Criteria	Sub-Criteria	TOTAL WEIGHTED POINTS	MINIMUM THRESHOLD POINTS
1	<b>COMPANY / ENTITY EXPERIENCE</b>		<b>15</b>	<b>10</b>
	<ul style="list-style-type: none"> <li>The bidder must provide proof of relevant Experience in the form of trade reference letters for the <b>Supply, delivery, installation, testing and commissioning of hydrocarbon detectors in an integrated environment with PLCs and Actuators OR Electrical Equipment installation including PLCs</b></li> <li>Provide Trade reference letters.</li> <li>A maximum of 3 reference letters will be evaluated</li> <li>References must be on bidders Client's Letterhead. If reference letter does not meet this, letter may not be considered.</li> <li>Client Reference Letter to include Description of works and Quality of Works..</li> <li>Referees may be contacted.</li> <li>Complete Form A5 (under Returnable Documents)</li> </ul>			
1.1	<b>Provide trade/client reference Letters.</b>	<p>Each Reference Letter will be evaluated as follows:</p> <ul style="list-style-type: none"> <li>Description of works (2 points)</li> <li>Quality (3 points)</li> </ul> <p><b>(5 points per letter)</b></p> <p>a) Letter 1 b) Letter 2 c) Letter 3</p> <p>Reference letters that are not relevant to scope of works of this bid or has negative reference will score zero (0).</p>		

#	Evaluation Criteria	Sub-Criteria	Points	TOTAL WEIGHTED POINTS	MINIMUM THRESHOLD POINTS
2	<b>KEY PERSONNEL: RELEVANT QUALIFICATION AND EXPERIENCE</b>				
	<ul style="list-style-type: none"> <li>Indicate (resource schedule or other) the names for the Key Personnel below.</li> <li>Provide comprehensive CVs and supporting documentation with contactable referees.</li> <li>CVs must be detailed to reflect the requirements of this bid.</li> <li>Ensure that the correct supporting CVs are included together with corresponding information.</li> <li>CVs should include details of the relevant required qualification, experience, technical skills and capacity of the following key personnel in relation to the scope of works in this bid document.</li> <li>Clearly state the resource's role assigned for this contract.</li> </ul>				
2.1	<b>RELEVANT QUALIFICATION :</b> All copies must be certified <ul style="list-style-type: none"> <li>Relevant Qualification is required by each of the following personnel.</li> <li>All qualifications must be SAQA accredited.</li> <li>Foreign Qualifications (non-South African) must be accompanied by a letter/certificate from the South African Qualifications Authority (SAQA).</li> <li>Proof of Relevant Qualification must be submitted.</li> </ul>			20	12
	<b>Role</b>	<b>Qualification</b>	<b>Points</b>		
	<b>Instrumentation Technician</b>	Diploma in Electronics/Electrical or Instrumentation or Higher	<b>10 (max)</b>		
		Trade Test in Instrumentation / Instrument Mechanician	<b>6 (min)</b>		
		<ul style="list-style-type: none"> <li>Neither of the above</li> </ul>	<b>0 (zero)</b>		
	<b>Millwright</b>	N4 Electrical/Mechanical plus Trade test (Millwright).	<b>10</b>		
		Trade test (Millwright).	<b>6</b>		
		<ul style="list-style-type: none"> <li>Neither of the above</li> </ul>	<b>0</b>		

#	Evaluation Criteria	Sub-Criteria	Points	TOTAL WEIGHTED POINTS	MINIMUM THRESHOLD POINTS
2.2	<b>KEY PERSONNEL: RELEVANT EXPERIENCE</b> <ul style="list-style-type: none"> <li><b>Instrumentation Technician</b> - Proof of relevant Experience in New installations AND/OR Maintenance of electrical instruments</li> <li><b>Millwright</b> - Experience in New Installations AND/OR Maintenance of mechanical and electrical equipment.</li> <li>Relevant Experience should be related to the assigned role.</li> <li>Proof of relevant experience (Name of company, project, position, responsibilities and the start and end date) should be included in the resources/personnel's CV).</li> </ul>			20	12
	<b>Role</b>	<b>Experience</b>	<b>Points</b>		
	<b>Instrumentation Technician</b>	More than 5 years experience	<b>10 (max)</b>		
		Minimum 3-5 years experience	<b>6 (min)</b>		
		Less than 3 years experience	<b>0 (zero)</b>		
	<b>Millwright</b>	More than 5 years experience	<b>10</b>		
		Minimum 3-5 years experience	<b>6</b>		
		Less than 3 years experience	<b>0</b>		

#	Evaluation Criteria	Sub-Criteria	Points	TOTAL WEIGHTED POINTS	MINIMUM THRESHOLD POINTS																								
3	PRODUCT SPECIFICATION			21	14																								
Bidder to provide:																													
• Data Sheet / Specification brochure / Technical Specification from OEM																													
3.1	Product Specification	Product Specification must meet the following requirements. <table border="1"><thead><tr><th colspan="2">Hydrocarbon Sensors</th></tr></thead><tbody><tr><td>1</td><td>Detectors must have Anti-corrosive and weatherproof housing</td></tr><tr><td>2</td><td>The unit must be able to operate under the out-of-range fault condition and continue to detect carbons and instructing to system that is interfaced to.</td></tr><tr><td>3</td><td>The system must detect carbons in a system array (not only a single point. But various point along the horizontal spread of water passing the sensor) to continuously monitor for accidental leaks and spills.</td></tr><tr><td>4</td><td>User Adjustable Sensitivity</td></tr><tr><td>5</td><td>Detection: 1-10metre range (Distance Above Surface)</td></tr><tr><td>6</td><td>Needs to fit into standard sized manhole</td></tr><tr><td>7</td><td>Must have an alarm ready output for interface with industrial PLC and facility DCS.</td></tr><tr><td>8</td><td>The specification requires that the aperture screw to be within the following ranges: 480-520.</td></tr><tr><td>9</td><td>The aperture settings may move as ambient conditions dictate the settings for the unit but should be designed in such a way that they stay within the range of 480-520 and be able to give alarm signal should the setting be more than the desired range.</td></tr><tr><td>10</td><td>Discrete Alarm and/or Scaled Signal Output</td></tr><tr><td>11</td><td>Approved for outdoor installation, highly corrosive environment, and for hazardous installation locations.</td></tr></tbody></table> <p><b>Points will be awarded as follows:-</b></p> <p>Product that satisfies 1-11 in table above = 21 points (max)</p> <p>Product that satisfies 1-7 in table above = 14 points (min)</p> <p>Neither of the above will score zero (0).</p>			Hydrocarbon Sensors		1	Detectors must have Anti-corrosive and weatherproof housing	2	The unit must be able to operate under the out-of-range fault condition and continue to detect carbons and instructing to system that is interfaced to.	3	The system must detect carbons in a system array (not only a single point. But various point along the horizontal spread of water passing the sensor) to continuously monitor for accidental leaks and spills.	4	User Adjustable Sensitivity	5	Detection: 1-10metre range (Distance Above Surface)	6	Needs to fit into standard sized manhole	7	Must have an alarm ready output for interface with industrial PLC and facility DCS.	8	The specification requires that the aperture screw to be within the following ranges: 480-520.	9	The aperture settings may move as ambient conditions dictate the settings for the unit but should be designed in such a way that they stay within the range of 480-520 and be able to give alarm signal should the setting be more than the desired range.	10	Discrete Alarm and/or Scaled Signal Output	11	Approved for outdoor installation, highly corrosive environment, and for hazardous installation locations.	
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#	Evaluation Criteria	Sub-Criteria	Points	TOTAL WEIGHTED POINTS	MINIMUM THRESHOLD POINTS
4	<b>Minimum Warranty</b>			9	6
4.1	Equipment OEM Warranty	<p>Minimum 12 months warranty required for each of the following:</p> <p>Points will be awarded as follows for each item/equipment:</p> <p>&gt;12months = 3 points (max)  12 months = 2 points (min)  &lt;12months = 0 points</p> <p>3 points per item:</p> <ul style="list-style-type: none"> <li>• Hydrocarbon Sensors</li> <li>• UPS</li> <li>• Actuators</li> </ul>			

#	Evaluation Criteria	Sub-Criteria	Points	TOTAL WEIGHTED POINTS	MINIMUM THRESHOLD POINTS
5	<b>PROJECT PLAN/PROGRAM</b>			15	10
	Bidder to provide a detailed Project Program: <ul style="list-style-type: none"> <li>• Project Program &amp; Schedule must include timelines, critical path and interdependencies.</li> <li>• The Bidder must provide a Preliminary Project Program (Microsoft Project format or Excel) which meets the required project duration (4 months).</li> </ul>				
	<b>Project Plan/Program</b>	1. Timelines (within 4 months) 2. Critical path 3. Interdependencies <ul style="list-style-type: none"> <li>• Program with all 3 items above (15 points)</li> <li>• Program with any 2 items above (10 points)</li> </ul> Program with 1 item or No Program – bidder will score zero (0) points.			

#### Stage 4 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring 80/20. A maximum of 80 points is allocated for price based on the following formula:

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

Where:

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

#### Evaluation of Preference

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

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

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

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

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

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

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

### C.1 General

#### C.1.1 Actions

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

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

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

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

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

complies with requirements.

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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

### **C.2.10 Pricing the tender offer**

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

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

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

contract data.

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

#### **C.2.11 Alterations to documents**

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

#### **C.2.12 Alternative tender offers**

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

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

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

#### **C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

tender data.

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

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

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

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

#### **C.2.15 Closing time**

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

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

#### **C.2.16 Tender offer validity**

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

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

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

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

#### **C.2.17 Clarification of tender offer after submission**

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

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

#### **C.2.18 Provide other material**

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

for the purpose of a full and fair risk assessment.

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

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

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

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

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

### **C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer

during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **C.3.10 Clarification of a tender offer**

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

### C.3.11 Evaluation of tender offers

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

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

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

**The activities associated with evaluating tender offers are as follows:**

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

#### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### C.3.12 Insurance provided by the employer

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

#### C.3.13 Acceptance of tender offer

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

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

#### **C.3.14 Prepare contract documents**

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

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

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

#### **C.3.15 Complete adjudicator's contract**

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

#### **C.3.16 Registration of the award**

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

#### **C.3.17 Provide copies of the contracts**

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

#### **C.3.18 Provide written reasons for actions taken**

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

prejudice fair competition between tenderers.

**AIRPORTS COMPANY SOUTH AFRICA  
KING SHAKA INTERNATIONAL AIRPORT (KSIA)**

**BID REF. No: KSIA7172/2023/RFP**

**REPLACEMENT OF FUEL DETECTION SYSTEM WITHIN A PERIOD OF 4 MONTHS AT KSIA.**

## Part T2: Returnable Documents

### T2: List of Returnable Documents and Schedules

The tenderer must complete the following returnable documents:		<u>Completed (tick)</u>
<b>1</b>	<b>Returnable Schedules required for tender evaluation purposes only</b>	
	A1: Certificate of Attendance at Compulsory Briefing Session and Site Visit & Bidder must sign the Attendance Register.	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures ( <i>where applicable</i> )	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	N/A
	A7: Client/Trade Reference Letters of Previous Projects Completed	
	A8: Proof of Contract Values of Previous Projects Completed	N/A
	A9: Schedule of Current Commitments	N/A
	A10: SBD 4: Bidder's Disclosure Form	
	A11: SBD 6.1: Preference points claim form in terms of Preferential Procurement Regulations	
	A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors ( <i>if applicable</i> )	N/A
	A13: Confidentiality and Non-Disclosure Agreement.	
	A14: Declaration of Interest Form and Politically Exposed Person	
	A15: Insurance Commitment	
	A16: Protection of Personal Information (POPI)	
<b>2</b>	<b>Other documents required only for tender evaluation purposes</b>	
	B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
	B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
	B5: Central Supplier Database (CSD) proof of registration.	
	B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
	B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
	B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	

<b>3</b>	<b>Returnable Schedules &amp; Documents required for tender evaluation purposes that will be incorporated into the contract</b>	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Domestic Subcontractors ( <i>where applicable</i> )	
	C3: Subcontractor's Supporting Documents ( <i>where applicable</i> )	
	C4: Plant and Equipment	
	C5: B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
	C6: CV's of key personnel	
	C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.	
	C8: Product Specification/Brochure for new items – Hydrocarbon Sensors, UPS & Actuators	
	C9: Guarantees/Warranties	
	C10: Project Plan/Program/Schedule	
	C11 Occupational Health and Safety Questionnaire	
	C12 Proposed Amendments and Qualifications	
	<b>In Contract Part : C1.1 Form of Offer and Acceptance</b>	
	<b>In Contract Part : C2.2 Activity/Pricing Schedules</b>	

## FORM A1. Certificate of Attendance of the Compulsory Briefing Session and Site Visit

**REPLACEMENT OF FUEL DETECTION SYSTEM WITHIN A PERIOD OF 4 MONTHS AT KSIA.  
– REF. KSIA7172/2023/RFP**

This is to certify that

I, .....

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail .....

telephone number .....

cell number.....

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

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA  
Representative:

Name:

.....

**FORM A2. Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**Form A3. Certificate of Authority for Signatory**

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

An example is shown below:

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

Mr/Ms .....

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **KSIA7172/2023/RFP** and any contract which may arise there from on behalf of

(block capitals) .....

.....

Signed on behalf of Company: .....

In his/her capacity as: .....

Date:..... Signatory of Authority: .....

Witnesses:

.....  
Signature

.....  
Signature

.....  
Name (print)

.....  
Name (print)

Signed		Date	
Name		Position	
Tenderer			

**FORM A4. Certificate of Authority of Joint Ventures (where applicable)**

This Returnable Schedule is to be completed by joint ventures.

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

**Please attach JV agreement stipulation % share of each JV**

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

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

**FORM A5. Schedule of the Tenderer's Recent Experience**

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 Tender Data, Part T1.2, Clause C.3.11

Signed		Date	
Name		Position	
Tenderer			

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

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

**Not Applicable for this tender**

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	
Tenderer			

**FORM A7. Certified Copies of Client Reference Letters of Previous Projects Completed****REFER FUNCTIONALITY CRITERIA FOR INFORMATION THAT MUST BE CONTAINED IN THE CLIENT REFERENCE LETTERS.**

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

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	
Tenderer			

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

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

**Not Applicable for this tender**

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	
Tenderer			

**Form A9. Schedule of Current Commitments = NOT APPLICABLE**

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form

Employer, contact person and telephone number	Consultant/ Principal Agent, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed		Date	
Name		Position	
Tenderer			

## A10. Bidder's Disclosure

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be

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

true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**SBD 6.1**

<sup>2</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.

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS / PREFERENCE</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**The 80/20 preference point system is applicable for this tender.**

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

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male <b>and</b> Black women <b>and</b> Black youth <b>and</b> People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem*

- (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**SBD 6.2**

**A12. Declaration Certificate for Local Production and Content for Designated Sectors**

**NOT APPLICABLE (N/A)**

**Form A13: Confidentiality and Non-Disclosure Agreement**

Between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

("Airports Company")

of

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

**AND**\_\_\_\_\_  
[NAME OF SERVICE PROVIDER]

(Registration No: \_\_\_\_\_)

("\_\_\_\_\_")

of

[Service Providers Address]

**1. INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -

- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;

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

beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;

1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.5 “receiving party” – the party receiving confidential information in terms of this agreement;

1.6 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. **INTRODUCTION**

2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.

2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

## 3. **USE OF CONFIDENTIAL INFORMATION**

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

## 4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

4.1.1 it will treat the disclosing party’s confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party’s confidential information falling into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as “representative”)

or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

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

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

## 5. **COPIES**

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

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

5.2.1 where copies of the confidential Information are held;

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

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

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

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

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

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

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

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **Title**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and
- 8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not

affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicile to any other address which is not a post office box or poste restante.

11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

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

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **day of** \_\_\_\_\_ **202** \_\_\_\_\_

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

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

Designation: \_\_\_\_\_

**AS WITNESSES**

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

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

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **day of** \_\_\_\_\_ **202** \_\_\_\_\_

\_\_\_\_\_

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

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

Designation: \_\_\_\_\_

**AS WITNESSES**

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

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

## Form A14. Declaration Of Interest and Politically Exposed Person

### Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of the  
bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

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**PEP/DPIP Declaration**

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

**Declaration:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**Form A15. Insurance Commitment**Bidder Acknowledgement

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

Signed		Date	
Name		Position	
Tenderer			

**Form A16. Protect of Personal Information Act (POPIA)****POPIA****CONFIDENTIALITY AND DATA PROTECTION**

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

**SIGNATURES:****FOR AIRPORTS COMPANY SOUTH AFRICA**

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_

**FOR SERVICE PROVIDER**

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_

**Documents B1 to B8:****ATTACH THE FOLLOWING HERE:**

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

## Form C1. Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:**

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

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

**Section 4: CSD number:**

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

Name*	Identity Number*	Personal Income Tax Number*

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

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

Signed		Date	
Name		Position	
Enterprise name			

**Form C2. Proposed Domestic Subcontractors (If Applicable)**

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

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

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

Signed		Date	
Name		Position	
Tenderer			

**Form C3. Subcontractor Supporting Documents (If Applicable)****List supporting documents required for subcontractor:**

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of registration with Central Supplier Database form
- CIPC certificate
- Share Certificate
- Valid BBBEE Certificate.
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			

**Form C4. Plant and Equipment**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**FORM C5. B-BBEE – PREFERENCE POINTS**

- Provide original or certified copy of Valid sworn B-BBEE Affidavit OR  
SANAS Accredited B-BBEE Certificate **(and the B-BBEE Report)**
- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided **(and B-BBEE Report)**

as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;

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

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

Signed		Date	
Name		Position	
Tenderer			

## FORM C6. The CV's OF KEY PERSONNEL

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

### PROVIDE DETAILED CVS OF THE KEY PERSONNEL.

- Instrumentation Technician
- Millwright

### Commitment to the Project

The undersigned commits himself / herself 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 this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

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

Signed		Date	
Name		Position	
Tenderer			

**FORM C7. Certified Certificates of Qualifications of Key Personnel.**

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

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

- **Instrumentation Technician**
- **Millwright**

Signed		Date	
Name		Position	
Tenderer			

**Form C8. Product Specification**

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

**Provide Information as detailed under Functionality Evaluation and in Scope of Work**

**Bidder to provide Product Specification/Brochure for following new items :**

**Hydrocarbon Sensors , UPS & Actuators**

Signed		Date	
Name		Position	
Tenderer			

**Form C9. GUARANTEES/WARRANTEES**

**Provide Information as detailed under Functionality Evaluation and in Scope of Work**

Signed		Date	
Name		Position	
Tenderer			

**FORM C10. Project Plan/Program/Schedule**

**Provide Information as detailed under Functionality Evaluation.**

Signed		Date	
Name		Position	
Tenderer			

**Form C11. Occupational Health and Safety Questionnaire**

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

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

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

9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.?		
	Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		<b>YEAR 1</b>	<b>YEAR 2</b>
		<b>YEAR 3</b>	<b>YEAR 4</b>
		<b>YEAR 5</b>	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
<b>10</b>	<b>HEALTH AND SAFETY COMMUNICATION AND CONSULTATION</b>	<b>YES</b>	<b>NO</b>
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

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

### **Declaration**

I/we .....declare that the above information provided is correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

**Form C12. Proposed Amendments and Qualifications**

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

## PART C2: PRICING DATA

### C2.1 PRICING INSTRUCTIONS

#### Working Hours for this project:

- **Normal Working Hours for this tender: 08h00-17h00**

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

# THE CONTRACT

**REFER CONTRACT ATTACHED SEPARATELY.**

**COMPLETE CONTRACT IN IT'S ENTIRETY (Form of Offer, Pricing Schedule etc), SIGN  
AND RETURN TOGETHER WITH THIS COMPLETED & SIGNED TENDER DOCUMENT.**