



**TENDER/BID ADDENDUM: 04**

**BID REF NO: RA7419/2024/RFP**

**PROFESSIONAL SERVICE PROVIDERS FOR THE TERMINAL EXPANSION PROJECT AT GEORGE AIRPORT**

**Important:** Bidders are required to acknowledge this Addendum in their bid submission in table for **RECORD OF ADDENDA TO TENDER DOCUMENTS**.

Bidders to take note of the following changes to the bid document:

**1. CONTRACT DOCUMENT:**

**1.1 Clause 8 – Page 8 of document**

The following insurance requirements apply and must be included:

**a) Professional Indemnity insurance:**

For construction contracts more than R50 million at award, the service provider must source a Professional Indemnity cover for a limit not less than R10 million.

**b) Public Liability insurance:**

For construction contracts above R150 million at award, the professional service providers must source Public Liability for a limit

- Not less than R75 000 (seventy-five thousand rands) for each and every claim, for damage to third-party property
- Not less than R75 000 (seventy-five thousand rands) for each and every claim, for removal of lateral support, where applicable

**c) Aviation liability insurance:**

For projects on the airside, the professional service provider must source Aviation Liability insurance for a limit not less than USD250 000 (Two hundred and fifty thousand US dollars).

## 2. SCOPE OF SERVICE CHANGES

The following clause replaces that which is in the Scope of Service for each discipline:

### 2.1 CLAUSE 14: Contract Termination

The form of contract NEC and associated contract data, Professional Body Recommended Fee Guidelines, Standard Scope of Works are all relevant and will form the basis of appointment and contractual management. In the event of any conflict or inconsistency between the terms and conditions of this contract and any other documents, including but not limited to the tender document, specifications, exhibits, or attachments, the following clarifications shall take precedence over any contradictions, amendments, or provisions found elsewhere:

The proposed development requirement is directly dependent on:

- Aviation Demand and User Need
- An approved Business Case with an anticipated return on investment.
- The receipt of an investment decision by the ACSA Mandated Authority, Executive Sponsor / and or Executive committee.

In the event of ACSA not proceeding to the next stage of the project phase (1 or 2), termination fees will be applicable to the remaining stage/s for that phase only. The applicable termination fees will be in line with the contract.

In the event of termination, the 'construction value' used for the determination of termination fees, will be exclusive of escalation and (unapproved/ unallocated) contingencies.

### 2.2 Electrical and Electronic Engineering Services

#### 1. **Description of services**

Normal and additional Electrical and Electronic Engineering (ICT, CCTV, Access control, Data cables network, BMS, FIDS, Server Rooms, Wire Centres, SCADA Systems, etc) services for the Terminal building expansion at George Airport as per the Guidelines for scope of services and Tariff of Fees Guideline in respect of services rendered by persons registered in terms of the South African Council for the Engineering Profession Act (46/2000).

### 2.3 Mechanical and Fire Engineering services

#### 1. **Description of services**

Standard and full Mechanical (HVAC engineering, Vertical Transportation, Wet services, Baggage Handling System and BMS System Integration) and Fire Engineering for the terminal expansion at George Airport as per the Guidelines for scope of services and Tariff of Fees Guideline in respect of services rendered by persons registered in terms of the South African Council for the Engineering Profession Act (46/2000).

### 3. PRICING SCHEDULE CHANGES

#### 3.1 CLAUSE 6 (Clause 5 for Architects):

**The following highlights the Phases of this clause for each discipline:**

The accepted form of offer will be for the duration of all 6 Stages, however the **\*Initial appointment is for stage 1 - 3 (Phase 1)** with full appointment for stage 4 - 6 (Phase 2) applicable after project feasibility is determined and approved by ACSA internal governance.

#### 3.2 CLAUSE 7 (Clause 6 for Architects):

**The following clause replaces that which is in the Pricing Schedules for each discipline:**

Instruction to proceed with subsequent phase in terms of this contract and the associated scope of work will be confirmed in writing by the Employer. Note that the Employer is under no obligation to continue with any stages of the project phase. Should the bidder not be granted approval to commence with phase 2, this will not be seen as a cancellation, termination or abandonment of the project that will trigger termination fees or any additional payments apart from those for services rendered up to the previous completed phase.

#### 3.3 CLAUSE 8 (Clause 7 for Architects):

**The following clause replaces that which is in the Pricing Schedules for each discipline:**

Payment of total fees shall be done as per percentage apportionment of fees at completion of each stage as set out in the relevant professional body's fee scale guidelines. The prorata payment will be agreed for each stage of the project in line with the progress made during that stage.

All fees claims shall be submitted to the appointed project quantity surveyor for project accounting purposes.

#### 3.4 *FORM OF OFFER AND ACCEPTANCE (C1.1 in contract)*

ELABORATION OF HOW THE TOTALS MUST BE CARRIED OVER TO *FORM OF OFFER AND ACCEPTANCE (C1.1 in contract)*

The different totals in each discipline must be combined/added and this combined amount (Grand Total) must be carried to the *Form of offer and Acceptance* for each discipline e.g:

Example: Mechanical Engineering and Fire Engineering is one (1) discipline.

Total Offered Professional Fee for Mechanical Engineering must be combined/added to the Total Offered Professional Fee for Fire Engineering to give a Grand Total.

This Grand Total amount must be carried forward to the *Form of Offer and Acceptance form C1.1* for Mechanical Engineering and Fire Engineering.

### 3.5 Electrical and Electronic Engineer

2.The fee proposal must be a percentage fee based on the estimated total construction value of R 28 985 000,00 for Electrical Engineer and R 36 890 000,00 for Electronic Engineer (ICT, CCTV, Access control, Data cables network, BMS, FIDS, Server Rooms, Wire Centres, SCADA Systems, etc). Consultant Fees will only be adjusted where the final cost of the works varies by more than 15% from the value on which the fee was determined at tender stage (Consultant appointment tender stage). The adjustment of the fees will take place at the following intervals:

- a. Upon receipt of the Investment Decision with the Approval of the FIDPM Stage 3 Report.
- b. In the event of termination of the contact.
- c. Upon the appointment of the contractor/s and deviation of the construction value.

## 4. BID DOCUMENT

Page 21

Legend below the formula should read:

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 5. APPENDICES

The following Appendices replaces that which was initially provided:

5.1 Appendix 4b REV1 Architect Pricing Schedule: Refer Revised attached

5.2 Appendix 8b REV1 Mechanical Engineering Pricing Schedule: Refer Revised attached

End