



PROVISION OF CONSTRUCTION HEALTH, SAFETY AND ENVIRONMENTAL PROFESSIONAL SERVICE FOR THE REHABILITATION OF RUNWAY 0220 AND TAXIWAYS PROJECT AT BRAM FISCHER INTERNATIONAL AIRPORT

Tender Number: : BFIA6785/2022/RFP

Issue Date : 24th March 2022

Closing Date : 26th APRIL 2022 @10:00 AM

Briefing Session Date and Time : Non-Compulsory ,Microsoft Teams Briefing Session
05TH APRIL 2022 @10:00 AM

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFQ documents

Tenders are available on www.etenders.gov.za. Kindly print and complete.

1.2. Bid Submission

Tenderers must email bid documents and clearly stipulate, the full description of the tender, the tender number and state when the bid will close.

The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder (Refer to section 12). The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before **26TH APRIL 2022 @ 10:00 AM** using the following method(s):

1.2.1. Email Submission

The Bid Documents must be submitted via email using the following email address below.

Onkgopotse.boikanyo@airports.co.za

- **PLEASE SUBMIT IN PDF FORMAT**
- **BIDDERS MUST NOT SEND THEIR SUBMISSION AS ONE BIG ATTACHEMENT.**
- **BREAK YOUR SUBMISSION IN ATLEAST (04) FOUR OR MORE ATTACHMENT OF 4MB EACH NOT EXCEEDING 30MB.**
- **PLEASE SEND AN ADDITIONAL EMAIL TO THE EMAIL ADDRESS ABOVE, STATING THAT YOU HAVE MADE A SUBMISSION ONCE YOU HAVE SENT ALL YOUR ATTACHMENTS.**
- **NO LATE TENDERS WILL BE ACCEPTED**

1.3. Alternative Bids

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

1.4. Late Bids

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

1.5. Clarification and Communication

Name:	Onkgopotse Boikanyo
Designation:	Senior Buyer
Cell:	061 644 6380
Email:	Onkgopotse.boikanyo@airports.co.za
Fax:	N/A

1.5.1. Request for clarity or information on the tender may only be requested until **14TH APRIL 2022** at **04:30 PM**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation.

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

1.6. Non-Compulsory Briefing Session

A non-compulsory clarification meeting with representatives of the Employer will take place via **Teams** on the **05TH APRIL 2022** starting a **10:00 AM**. See below link:

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
[+27 21 834 0841,,638441568#](#) South Africa, Cape Town
 Phone Conference ID: 638 441 568#
[Find a local number](#) | [Reset PIN](#)

1.7. Bid Responses

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

1.8. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this tender;
- 1.8.2. Split the award of this tender;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- 1.8.5. To reject the lowest acceptable tender received; and/or
- 1.8.6. Cancel this tender.

1.9. Validity Period

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

1.10. Confidentiality of Information

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

1.11. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

Free Fax: 0800 00 77 88

Email: acsa@tip-offs.com

2. SECTION 2: PRE-QUALIFICATION CRITERIA

- 2.1. In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.
- 2.2. The bidder must be B-BBEE **Level 1 or 2** to be considered for this bid.
- 2.3. A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified.

2.4. Mandatory Requirements

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

- 2.4.1 Completed in full and signed Form of offer.
- 2.4.2 A Valid Letter of Good standing with workman's compensation commissioner COIDA
- 2.4.3 Declaration of Bidder's past supply chain management practices (SBD8)
- 2.4.4 Declaration of Interest (SBD 4)

3. SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

1. Introduction

Since inception, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BFN), Uppington (UTN), Port Elizabeth (PLZ), East London Airport (ELS), George Airport (GRJ), Kimberley Airport (KIM) and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

2. Background

The main runway at Bram Fischer International Airport is due for rehabilitation, in line with the civil maintenance rehabilitation program (as recommended by the previous Airport Pavement Management System). The last intervention was in 2008, where the UTFC wearing course resurfacing was implemented. The main runway is starting to show signs of Isolated longitudinal cracking, dry and brittle asphalt and some deformation.

Selected sections of Taxiway bravo and Charlie were rehabilitated in 2013 during the Pavement rehabilitation of the taxiways at Bram Fischer international Airport. The Alpha Taxiway did not form part of this this rehabilitation project however crack sealing was applied to certain sections of the Alpha.

During a visual inspection held on the 12th July 2019 on the taxiways, It was observed that the surface of Charlie 1 and certain sections of Alpha taxiway have shown severe block cracks, Isolated longitudinal cracks and crocodile cracking, some of these were previously sealed under the 2013 Taxiway Rehab project however the seal has aged and the cracks have reappeared.

The Bravo Apron at BFIA is a block paved apron and efforts were taken in 2016 to introduce the AVGAS facility on the apron which prevented fuel during fuel spillage from penetrating the underlying layers of the apron. Bram Fischer International Airport is a diversion airport and Bravo apron is used to park smaller commercial aircrafts (Code B).

A Recent visual inspection (12 July 2019) has shown that the block paving is showing some deformation due to the weight of the commercial aircraft which is an indication of the weak bearing capacity of the structural layers of the apron.

3. Employers Objectives

The Employer (Client) is of the knowledge that the Construction Regulations were amended in 2014 and the duties of the Client were outlined for execution. The change of the regulations allows for the Client to employ a Competent Person to act as his or her representative. Competent Person is described in the construction regulations, 2014.

The objectives of the Employer is to prepare a Baseline Risk Assessment, prepare a Site Health & Safety specification, obtain Work Permit and issue Notification of Construction Work as contemplated and required in terms of Construction Regulations 2014 under Section 43 of the Occupational Health & Safety Act, 1993. The competent person is to ensure that the construction tender issued is in line with the construction regulations 2014 and the appointed contractor acts in manner consistent with these requirements.

In order to carry out the objectives of the Employer, the employer intends to appoint a Health & Safety Consultant to carry out all the Employer's duties as listed in the Construction Regulation (2014) and also outlined in the scope of work below.

4. Scope of work

The appointed Construction Health & Safety Consultant will be required to carry out the following scope of work for the Project.

Carry out the duties stipulated in the stated sections of the Occupational Health and Safety Act (Act no. 85 of 1993), Construction Regulations 2014

Additional to the above regulated duties, carry out the extent of service to include;

- Review and include the safety & health specification in the tender pack
- Principles of cause and effect analysis and its application to hazard identification and risk management for the project.
- Project health and safety risk profiling.
- Attendance of Site meetings and report on safety & health issues/risks
- Project health and safety resource planning for the construction stage.
- Assist in the health and safety budgeting for the project.
- Project health and safety systems, legal compliance, verification, auditing, audit result analysis and reporting.

- Project health and safety management system reviews.
- Health and Safety compliance reporting during construction
- Close out report on the Health and Safety with lessons learnt

4. SECTION 4: PREFERENCE POINTS AND PRICE (SBD 6.1)

4.1. Preference Points Claims

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

4.1.1.1. The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

4.1.1.2. The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

4.1.2. The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

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

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

4.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

4.2.3. ACSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.

4.3. Definitions

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

4.3.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 4.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 4.3.6. **“Designated Group”** means:
- 4.3.6.1. Black Designated Groups;
 - 4.3.6.2. Black People;
 - 4.3.6.3. Women;
 - 4.3.6.4. People with disabilities; or
 - 4.3.6.5. Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 4.3.7. **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 4.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 4.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 4.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 4.3.12. **“Person”** includes a juristic person;
- 4.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 4.3.14. **“Price”** means all applicable taxes less all unconditional discounts.
- 4.3.15. **“QSE”** means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 4.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- 4.3.17. **“Rural Area”** means:

- 4.3.17.1. a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
- 4.3.17.2. an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.
- 4.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 4.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 4.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 4.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 4.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

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

4.4. **Adjudication Using A Point System**

- 4.4.1. The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 4.4.2. Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 4.4.3. Points scored will be rounded off to the nearest 2 decimal places.

4.5. **Award of Business where Bidders Have Scored Equal Points Overall**

- 4.5.1. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 4.5.2. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 4.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6. **Points Awarded for Price (Applicable in percentage)**

The 80/20 or 90/10 Preference Point Systems

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4.6.1. Points Awarded for B-BBEE Status Level of Contribution (applicable)

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

B-BBEE Level Contributor	Status of	Number of Points (90/10 system)	Number of Points (80/20 system)
1		10	20
2		9	18
3		6	14
4		5	12
5		4	8
6		3	6
7		2	4
8		1	2
Non-compliant contributor		0	0

4.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.

4.6.1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.

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

4.7. **Bid Declaration**

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

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 4.2.1)

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 0 must be in accordance with the table reflected in paragraph 4.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

4.8. **Sub-Contracting**

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

4.8.2. If yes, indicate:

4.8.2.1. The sub-contracted percentage is: _____%

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

4.8.2.2.1. black ownerships is: _____

4.8.2.2.2. black youth ownership is: _____

4.8.2.2.3. black women ownership is: _____

4.8.2.2.4. black people with disabilities ownerships is: _____;

4.8.2.2.5. black people in rural areas, underdeveloped areas or townships ownerships is: _____

4.8.2.2.6. black ownership of the co-operative is: _____

4.8.2.2.7. black people who are military veteran ownership is: _____

4.8.2.2.8. Combined ownership of any of the above is: _____.

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

4.8.3.1. The name of the sub-contractor is: _____

4.8.3.2. The B-BBEE status level of the sub-contractor is: _____

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

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

4.9. Declaration with Regard to the Bidder

4.9.1. **Name of bidding entity** _____

4.9.2. **VAT Registration** _____

4.9.4. **Company registration number:** _____

4.9.5. **Type of company / firm:** _____

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

4.10. Describe principal business activities

4.11. **Company Classification**

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

[TICK APPLICABLE BOX]

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

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

- 4.13.1. The information furnished is true and correct;
- 4.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section;
- 4.13.3. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
- 4.13.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
 - 4.13.4.1. Disqualify the person from the bidding process;
 - 4.13.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 4.13.4.3. Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - 4.13.4.4. Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 4.13.4.5. Forward the matter for criminal prosecution.

Witnesses:

1. _____



Signature(s) of bidder(s)

2. _____

Date: _____

Address: _____

5. SECTION 5: EVALUATION CRITERIA

5.1. Evaluation Criteria

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

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
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Check if all the documents have been received	Check if Bidder meets the pre-qualifying criteria	Mandatory and Administrative requirement documents	Evaluate on functionality or the technical aspect of the bid	Evaluate price (Percentage) and Preference (B-BBEE)	Post tender negotiations
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5.3. Functionality

	Minimum Points	Maximum Points
Tendering organization years of experience	30	40
Proposed Individual: years of work experience	20	50
Proposed individual professional registration Pr CHSA	10	10
Total Points	60	100

5.3.1. Functionality / Technical

The functionality/technical 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 comprise of the following:

Bidders must go through Pre-qualification Criteria and Mandatory Requirement in order to advance from the functional/technical requirements stage of the evaluation:

5.3.2. Threshold

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **60 points** on the functional/technical stage will not be considered further in the evaluation. **Bidders must meet the minimum threshold per Sub-criterion in order to proceed to the next phase of evaluation. Should a bidder meet or exceed minimum total of 60 points but fail to achieve the minimum points as set per Sub-criterion, the bidder will not be considered further in the evaluation.**

Functionality Evaluation: Minimum points required 60 points

Note: *The minimum score shall be attained under each of the subcategories below in order to proceed to the next round of evaluations*

1. Tendering Organisation: List of **completed** relevant projects

Note: Relevant completed projects refers to construction projects that have a value of R60 million and above (Including VAT).

Refer to **Section 10** for the Schedule of Tenderer's Company Experience. The bidding entity **must** complete in full the schedule and provide completion letters/reference for the listed projects.

Criteria	Points	Minimum/ Maximum
< 5 Projects	0 Points	N/A
5-8 Projects	30 points	Minimum
> 8 Projects	40 points	Maximum

2. Key Personnel: **Health and Safety Agent**

2.1 List of Completed Relevant work projects

- *Relevant completed projects refer to construction projects that have a construction value of R60 million and above (Including VAT).*
- Refer to Section 11 for the schedule of the Health and Safety Agent's experience. The Bidder **must** complete the schedule in full.

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 points	N/A
2-3 Projects	20 points	Minimum
> 3 Projects	50 points	Maximum

2.2 Professional Registration as Professional Construction Health and Safety Agent (Provide proof of registration)

Criteria	Points	Minimum/ Maximum
No registration	0 points	N/A
Registered with SACPCMP as Pr CHSA	10 points	Minimum

5.4 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20** Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exist, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*. Bidders to note that the pricing schedule is located I the NEC PSC part C2.

6 SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

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

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Completed in full and signed Form of offer Price Schedule	
A Valid Letter of Good standing with workman’s compensation commissioner COIDA	
Declaration of Bidder’s past supply chain management practices (SBD8)	
Declaration of Interest (SBD 4)	

6.2 Other Returnable Documents and information

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Price Schedule SBD 6.1 Preference points and price (Section 4)	
SBD 4 Declaration of Interest (Section 7)	
Declaration of Forbidden Practices SBD 8 (Section 8)	
Certificate of Independent bid Determination SBD 9 (Section 9)	
Schedule of the Tenderer's Company Experience (Section 10)	
Schedule of Health and Safety Agent Experience (Section 11)	
Certificate of authority to sign tender/contract (Section 12).	
B-BBEE Certificate (Section 13)	
Tax Clearance Certificate (section 14)	
Certificate of Incorporation (Section 15)	
Letter of good standing with the Workers Compensation Commissioner (Section 16)	
Proof of registration or proof of application for registration with the CSD (Section 17)	
Occupational Health and Safety Act (1993) Section 37(2) appointment (section 18)	
Environmental Terms and Conditions (section 19)	
B-BBEE Certificate or Sworn Affidavit of Subcontractor (Section 20)	
a. A valid Professional Indemnity insurance cover certificate of five million rand (R5,000,000.00)	

6.3 Validity of submitted information.

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

7. SECTION 7: DECLARATION OF INTEREST (SBD 4)

7.1 Making a Declaration

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

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

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

Signature

Date

Position

Name of bidder

8.DECLARATION OF FORBIDDEN PRACTICES (SBD 8)

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

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

I/We declare the following:

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

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

This declaration was signed on _____ of _____ 201_____

Name: _____
 Designation: _____
 Signature: _____

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

 - b. cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

RETURNABLE DOCUMENTS

in response to the invitation for the bid made by:

(Name of Institution)

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

I, certify, on behalf of:

that: (Name of Bidder)

1. I have read, and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;or

(f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Section 10: Schedule of the Tenderer’s Relevant Experience

Bidders are required to demonstrate that they have executed relevant projects. Relevant projects are projects that meet the following:

- Project must either be a buildings project or civils project
- Project must have a project value of R60 million and above (VAT included).

The tenderer must populate or reproduce the table below to demonstrate the required project experience. All references must be contactable.

Schedule of the Tenderer’s Company Experience

Company Name:

Key experience in relevant works: It is to be noted that ‘relevant projects’ refers to building and civil engineering projects with a construction value of R60 million and above (VAT Incl). All Projects listed below must be completed. Bidders must ensure that the references listed below are contactable.

Project 1 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 2 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 3 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 4 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 5 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 6 Name:

Project Description:

<p>Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 7 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 8 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 9 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 10 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p>
--

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality. The above schedule can be reproduced by the bidder to suit.

Section 11: Schedule of Key Personnel's Details

Bidders are required to demonstrate that they have executed relevant projects. Relevant projects are projects that meet the following:

- Project must either be a buildings project or civils project
- Project must have a project value of R60 million and above (VAT included).

The tenderer must populate or reproduce the table below to demonstrate the required project experience. All references must be contactable. The Health and Safety Agent is required to be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Health and Safety Agent (Pr CHSA). **A certificate of registration must be provided with the below table to prove registration with the SACPCMP.**

Schedule of Key Personnel's Details
--

Name:	
Date of Birth:	
Current Employer:	
Qualifications:	
SACPCMP Registration Number	

Key experience in relevant works: It is to be noted that 'relevant projects' refers to electrical project management

Project 1 Name:
 Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 2 Name:
 Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 3 Name:
 Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 4 Name:
 Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 5 Name:
 Project Description:

Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 6 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 7 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 8 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 9 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Project 10 Name:

Project Description:
 Start:
 Completion:
 Project Value including VAT:
 Contactable Referee Name:
 Contactable Referee Tel/Cell Number:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality

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.

Section 12: Certificate of authority to sign tender/contract.

Insert a certified copy of an extract from the minutes of a meeting of the Board of Directors or Members (or an official letter signed by the company's managing director) authorising the person who signs the Tender to sign it on behalf of the Company, Corporation or Firm.

Section 13: B-BBEE Certificate

The bidder must include the B-BBEE verification certificate issued by a SANAS accredited ratings agency, or an IRBA Registered Accounting Practice. The certificate should be an original or a certified copy.

The Preferential Procurement Regulations Part 3, section 11 (9) states that, "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

Should a bidder wish to form a Joint venture, a consolidated BBEE Certificate is required

Section 14: Tax Clearance Certificate

(ACSA many do not award a tender to a bidder whose tax affairs have not been declared to be in orders by SARS)

Section 15: Certificate of Incorporation

Section 16: Letter of good standing with the Workers Compensation Commissioner (nature of works to be relevant to the scope of this

Section 17: Proof of registration or proof of registration with the Central Supplier Database (CSD)

Section 18: Occupational Health and Safety

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993) &
CONSTRUCTION REGULATION 5.1(k)**

OBJECTIVES

To assist Airport Company South Africa (ACSA) to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA
Physical Address: Airport Company South Africa 24 Johnson Road Bedfordview 2007

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilize the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - Public Liability Insurance Cover as required by the Subcontract Agreement.
 - Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will always comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

RETURNABLE DOCUMENTS

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

I, _____ (Name and Surname), a duly authorised 16.2

Appointee acting for and on behalf of _____ (Company Name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date

SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Section 19: Environmental Terms and Conditions

ACSA SERVICE & MAINTENANCE CONTRACTORS

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS.

ISSUE	REQUIREMENT
Substances (HCS)	<ul style="list-style-type: none"> • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA’s Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge ACSA’s right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

Section 20: B-BBEE Certificate and company profile of the subcontractor (if applicable)

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NUMBER: BFIA 6187/2019/RFP

PROVISION OF THE CONSTRUCTION HEALTH, SAFETY AND ENVIRONMENTAL PROFESSIONAL SERVICE FOR THE REHABILITATION OF RUNWAY 0220 AND TAXIWAYS PROJECT AT BRAM FISCHER INTERNATIONAL AIRPORT

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Bram Fischer International Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **THE PROVISION OF THE CONSTRUCTION HEALTH, SAFETY AND ENVIRONMENTAL PROFESSIONAL SERVICE FOR THE REHABILITATION OF RUNWAY 0220 AND TAXIWAYS PROJECT AT BRAM FISCHER INTERNATIONAL AIRPORT**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Works

Part C4 Site Information

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for

CONSTRUCTION HEALTH, SAFETY AND ENVIRONMENTAL PROFESSIONAL SERVICE FOR THE REHABILITATION OF RUNWAY 0220 AND TAXIWAYS PROJECT AT BRAM FISCHER INTERNATIONAL AIRPORT

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **Consultant** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

- 1. A percentage-based fee of ____% of the project value of R216 444 950.00 which is equal to a fee of R_____.
- 2. A fixed fee for disbursements to the value of R46 000.00.
- 3. A fixed fee for contingencies to the value of R_____.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Consultant** in the conditions of contract identified in the Contract Data.

Signature(s)

.....

Name(s)

.....

Capacity

.....

For the Bidder:

.....

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the **Consultant** the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

.....

Name(s)

.....

Capacity

.....

**for the
Employer**

.....

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

1 Subject

 Details

.....

.....

.....

.....

2 Subject

 Details

.....

.....

.....

.....

3 Subject

 Details

.....

.....

.....

.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Employer

For the Bidder

Signature (s)
Name (s)
Capacity
Name and Address	Airports Company South Africa SOC Limited	
	OR Tambo International Airport	
	Private Bag X1, Kempton Park, 1627	

Name &
Signature of
witness

.....
*(Insert name and address of
organisation)*

.....
(Insert name and address of organisation)

Date

C1.2 Contract Data – Part 1

The Conditions of Contract are selected from the NEC3 Professional Services Contract (Third edition of June 2005 with amendments June 2006 published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	Payment mechanism	P: Percentage based contract (According to the Government Gazetted Engineering Council of South Africa applicable fee scales)
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options of the NEC3 Professional Services Contract (June 2005)	X1: Price adjustment for inflation (applicable to site staff only)
		X2: Changes in the law
		X9: Transfer of rights
		X10: The Employer's Agent
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa Limited

Address **Bram Fischer International Airport
N8 Old Thaba Nchu Road
Bloemspruit
Bloemfontein
9300**

Tel No. **051 407 2200**

11.2(9)	The <i>services</i> are	Professional Health, Safety and Environmental Services
11.2(10)	The following matters will be included in the Risk Register	Availability of Costing information Access to Site Deviations from Programme & cash flow Quality and correctness of cost estimates Occupational Health & Safety
11.2(11)	The Scope is in	Part C3 – The Scope of the Works and reference to be made to Clause Z(C) of the Contract Data.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 days
13.6	The <i>period for retention</i> is	1 year upon the Completion of the project

2 The Parties’ main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	All As-built Information & existing services Upon award of the project(s)
		2	All relevant areas in the Airport Upon award of the project(s)

		3	Traffic forecast data if available	Upon award of the project(s)
3	Time			
31.2	The <i>starting date</i> is.		To be confirmed	
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.		To be confirmed	
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:		Condition to be met	key date
		1	Milestones to be confirmed upon award.	
		2		
		3		
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within		Within 2 weeks of the Contract Date	
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than		4 weeks.	
4	Quality			
40.2	The quality policy statement and quality plan are provided within		4 weeks of the Contract Date.	
42.2	The <i>defects date</i> is		52 weeks after Completion of the project	
5	Payment			
50.1	The <i>assessment interval</i>		Invoice submission: 25th day of each successive month.	
51.1	The period within which payments are made is		30 days	
51.2	The <i>currency of this contract</i> is the		South African Rand (ZAR).	
51.5	The <i>interest rate</i> is		1% per annum above the prime rate of the South African Reserve Bank	

6	Compensation events	No data required for this section of the conditions of contract.	
7	Rights to material	No data required for this section of the conditions of contract.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Refer to C1.4	Minimum of 4 years
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	Refer to C1.4	Minimum of 4 years
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and in respect of any liability for persons falling outside the scope of the Act a limit of indemnity of not less than R1 million in respect of each claim, without limit to the number of claims	3 years

81.1	In addition to the insurances stated in the Insurance Table, the <i>Consultant</i> provides the following additional insurances	Refer to C1.4
81.1	The Employer provides the following insurances	Refer to C1.4
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	R0
9	Termination	No data required for this section of the conditions of contract.
10	Data for main Option clause	
	Percentage based Contract	
P	The <i>percentage rates for remuneration calculation</i> is in	SACPCMP pricing guidelines
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
50.4	The <i>exchange rates</i> are those published in	N/A
11	Data for Option W1	.
	<ul style="list-style-type: none"> The Adjudicator is 	The person selected by the Parties or if agreement is not reached between them within 1 week of the one Party requesting the other to select the Adjudicator
	<ul style="list-style-type: none"> The adjudicating nominating body is 	the person appointed by the Chairman for the time being of the Association of Arbitrators (Southern Africa) or its successor body Gauteng South Africa

W1.4(2)	The tribunal is	Arbitration
W1.4(5)	<i>The arbitration procedure is</i>	The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is 	Chairman for the time being of the Association of Arbitrators or its successor body
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X9	Transfer of rights	
X9.1	The <i>Employer</i> owns the <i>Consultant's</i> rights over the material prepared for this contract by the <i>Consultant</i> except as stated otherwise in the scope. The <i>Consultant</i> obtains other rights for the <i>Employer</i> as stated in the Scope and obtains from SubConsultant equivalent rights for the <i>Employer</i> over the material prepared by the SubConsultant. The <i>Consultant</i> provides the <i>Employer</i> the documents, which transfer these rights to the <i>Employer</i> .	
X11	Termination by the Employer	
X11.1	The <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services for a reason not stated in this contract by notifying the <i>Consultant</i>	
X11.2	If the <i>Employer</i> terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between	

- the forecast of the final total of the Prices in the absence of termination and
- the total of the other amounts and costs included in the amount due on termination

X18 Limitation of Liability

X18.1	The <i>Supplier</i> and the <i>Purchaser</i> are not liable to each other for indirect or consequential loss, including loss of profit, revenue or goodwill	No liability
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The Total of the Prices
X18.3	The <i>end of liability date</i> is:	1 (one) year after Completion of the whole of the services or earlier termination

Z(A)	<i>Amendments to the Core Clauses</i>	
	None.	
Z(B)	<i>Amendment to the Secondary Option clauses</i>	
	None.	
Z(C)	<i>Additional conditions of contract</i>	
Z(C)1	"Main Option P : Percentage Fee Contract"	
	Identified and defined terms	The price for services provided for each of the projects in this Contract is the fee determined in accordance with the latest ECSA Fee scale with a discount offered in C.2.2: Pricing Schedule.
	The Consultant's obligation	As per stages 1 to 6 of the SACPCMP guidelines
Z(C)2	Condition of consultant appointment	The appointment is a non-exclusive appointment and does not mean the immediate award of a project nor the right to claim the project by the consultant. ACSA do have the right to appoint additional/ alternate consultants should circumstances force ACSA to do so.
Z(C)3	Duration of appointment	The estimated construction duration is 18 months

Z(C)4	Scope of the work	Refer to scope of works section C3
Z(C)6	Retaining of key staff for the projects	<p>The Consultant commits to retain key personnel with the required level of expertise as proposed in this bid</p> <p>The Consultant will be given the opportunity to demonstrate an equal replacement subject to ACSA's approval should the relation between the specified key staff be suspended for reasons acceptable to ACSA. ACSA have the right to cancel the agreement should the Consultant not act appropriately. All cost incurred will be the responsibility of the Consultant.</p>

C1.2 Contract Data – Part 2**Part two - Data provided by the *Consultant***

The Conditions of Contract are selected from the NEC3 Professional Services Contract (Third edition of June 2005 with amendments June 2006 published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's key persons</i> are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience: 3 Name: Job	

Responsibilities:

Qualifications:

Experience:

4 Name:

Job

Responsibilities:

Qualifications:

Experience:

5 Name:

Job

Responsibilities:

Qualifications:

Experience:

6 Name:

Job

Responsibilities:

Qualifications:

Experience:

7 Name:

Job

Responsibilities:

Qualifications:

Experience:

11.2(3) The *completion date* for the whole of the **At the end of the defects period** services is

11.2(10) The following matters will be included in the Risk Register

- Availability of Costing information**
- Access to Site**
- Deviations from Programme & cash flow**
- Quality and correctness of cost estimates**
- Occupational Health & Safety**

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	<i>access date</i>
		1 All As-built Information & existing services	Upon award of the project(s)
		2 All relevant areas in the Airport	Upon award of the project(s)
		3 Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)
		4 Traffic forecast	Upon award of the project(s)

P	Percentage based contract	Percentage based contract (According to the Government Gazetted Engineering Council of South Africa applicable fee scales)
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C1.4 INSURANCE REQUIREMENTS

Insurance requirements for contracts **below R50million on the AIRSIDE**

Insurance requirements for **PROJECTS with a value above R50 million but below R1 billion on the AIRSIDE**

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess);
- Runway Rehabilitation – R300 000 deductible (excess);
- New Runway Construction – R700 000 deductible (excess);
- All other claims – R300 000 deductible (excess);
- Other property insured – R700 000 deductible (excess);
- Contractors / consultants should re-insure the deductibles.

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R1 025 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;
- Contractors / consultants should re-insure the deductibles.

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

Part C2: Pricing data**C2.1 Pricing Instructions**

Document reference	Title	No of Pages
C2.1	The South African Council for the Project and Construction Management Professions The South African Council for the Project and Construction Management Professions Guideline Scope of Services and Recommended Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Pr and Recommended Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act, 48 of 2000. Government Gazette : BOARD NOTICE 167 OF 2019 or as per Condition 2 stated below.	
C2.2	Basis of Fee Remuneration as per above guideline.	

C2.1 Pricing Instructions

PERCENTAGE FEES ADJUSTMENT SCHEDULE

CONDITIONS:

1. The financial proposal must provide a stage by stage approach to the assignment and must also indicate cost per stage. The financial proposal must be as per the Table 1 (C2.2) which follows:
2. Outlined below is the estimated project timelines. Guidance has been given below of the estimated duration of each stage and the meetings which will occur during execution of each stage. The venue of the Client meeting will be at the offices of the client at Bram Fischer International Airport (BFIA), and at the site as well. Please allow in your pricing the attendance of client meetings and site meetings.
3. The published Government Gazetted valid for the month of award of the project will be applicable throughout the specific project life cycle:

Pricing Assumption
<p>1 The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the South African Council For The Project And Construction Management Professions Guideline Scope Of Services And Recommended Tariff Of Fees For Construction Health And Safety Professionals Registered In Terms Of The Project And Construction Management Professions</p>

4. Disbursement Costs
 - (a) Only project related costs listed below and presented to ACSA will be compensated by ACSA at cost.
 - Duplicating Contract and plans printing
 - Miscellaneous cost (permits, induction, etc.)
 - (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned above and below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
 - (c) All rates are exclusive of VAT
 - (d) Cellular calls and Travelling during Construction will be recovered through the Contractors' Claim.

- (e) No payment for disbursement will be made for the following:
 - Travelling (except for on-site travelling) and accommodation
 - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
 - Telephone calls
 - Cellular calls
 - Computer costs
 - Telefaxes (outgoing or incoming)
 - Email (sent or received)

 - (f) Above expenses by the consultant are deemed to be inclusive in their professional fees.

 - (g) Site Supervision – Estimated as Level 3 Full Time, three individuals, for construction period. Individual with the necessary qualifications and experience on similar type of projects.

 - (h) Disbursements will be paid at cost. The onus sits with the consultant to provide proof and Approval.
5. The involvement of the SHE consultant incorporates the development of SHE requirements for the construction tender, to be in line with the latest construction regulations. The cost must incorporate the cost of attending meetings.
 6. To include the cost of a monthly audit for the construction work areas and the construction camp site. A report is to be produced and submitted to the relevant parties. The consultant must ensure that all the findings are addressed. The cost must incorporate the cost of attending meetings.
 7. The consultant must undertake a close out inspection, produce a close out audit report, submit this to the relevant parties and ensure that the findings are addressed. The rate must include the cost of attending a close out meeting.
 8. Contingency: The allocation of the contingency is at the sole discretion of the employer and may be allocated in whole or in part.
 9. Key personnel need to have undergone airside induction training and it is the responsibility of the tenderer to enquire the cost of the airside induction training from service providers. It is the tenderer's responsibility to make arrangements to access work areas to conduct inspections. The client will not be responsible for these arrangements.
 10. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
 11. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, escalation, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
 12. Costs for all methods of communication are included in the fee and/or rates.
 13. Special printing requirements are included in the fee and/or rates.
 14. Provision of standard computer hardware and software are included in the fee and/or rates.
 15. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates.

16. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
17. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
18. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
19. Construction estimate: The construction estimates on which the basic fee may be based on is **R188,213,000.00**. The percentage basic fees shall be adjusted in line with construction estimate.

20. ACCESS TO WORK AREAS

The appointed consultant is to be aware that it is the responsibility of the consultant to ensure that all staff utilized on site have undergone airside induction training. Staff are to be equipped with radio licenses to be enabled to access work areas. Vehicle/s are to be fitted with transponder/s. The permit estimated costs are as follows:

Note: All costs are estimated and need to be verified by the bidder before pricing

Airside Induction Training (AIT): R 402

AVOP (Airside Vehicle Operators Permit): R402

Cost of Permanent Personal Permit: R196

Cost of Temporary Personal Permit: R 402

Cost Per Icon: R 63

1 day vehicle permit: R39

Permanent vehicle permit: R1040

Radio License: R 2 171

Radio cost: Approximately R 4000

Cost of Escort :

Escort Only: R 2500

- Vehicle + Escort + Radio: R 5500

Cost of Transponder: Dependent on the price charged by the supplier

C2.2 PRICING SCHEDULE

The pricing is to be done in accordance with the table below:

The estimated construction cost is **R188 213 000.00 (VAT Excl)**

Rehabilitation of Runway 0220 and Taxiways at BFIA			
Professional Services and Fees per Project Stage			
Item	Description	Price	
Design Development	SIPDM Stage 5	R	
Production information	SIPDM Stage 6	R	
Works Hand Over	SIPDM Stage 7 (Estimated 24-month construction period; price to be divided to a monthly fee for a period of 24 months)	R	
Package Completion	SIPDM Stage 8	R	
Subtotal 1		R	
Disbursements		R	40 000.00
Subtotal 2		R	40 000.00
Contingencies @ 10% of Subtotal 2+Subtotal 1		R	
Subtotal 3		R	
Total Fees Excluding VAT (Subtotal 1+2+3)		R	
VAT @ 15%		R	
Total Fees		R	

Table 1: Pricing Schedule

Basic professional service fee (subtotal 1) is ___% of the estimated construction value of **R188,213,000.00**(Ex VAT). The basic fees are not fixed and shall be adjusted in line with actual construction value.

Part C3: Scope of work

C3.1: Details of the Project

1. Background

The main runway at Bram Fischer International Airport is due for rehabilitation, in line with the civil maintenance rehabilitation program (as recommended by the previous Airport Pavement Management System). The last intervention was in 2008, where the UTFC wearing course resurfacing was implemented. The main runway is starting to show signs of Isolated longitudinal cracking, dry and brittle asphalt and some deformation.

Selected sections of Taxiway bravo and Charlie were rehabilitated in 2013 during the Pavement rehabilitation of the taxiways at Bram Fischer international Airport. The Alpha Taxiway did not form part of this this rehabilitation project however crack sealing was applied to certain sections of the Alpha.

During a visual inspection held on the 12th July 2019 on the taxiways, It was observed that the surface of Charlie 1 and certain sections of Alpha taxiway have shown severe block cracks, Isolated longitudinal cracks and crocodile cracking, some of these were previously sealed under the 2013 Taxiway Rehab project however the seal has aged and the cracks have reappeared.

The Bravo Apron at BFIA is a block paved apron and efforts were taken in 2016 to introduce the AVGAS facility on the apron which prevented fuel during fuel spillage from penetrating the underlying layers of the apron. Bram Fischer International Airport is a diversion airport and Bravo apron is used to park smaller commercial aircrafts (Code B).

A Recent visual inspection (12 July 2019) has shown that the block paving is showing some deformation due to the weight of the commercial aircraft which is an indication of the weak bearing capacity of the structural layers of the apron.

2. Employers Objectives

The Employer (Client) is of the knowledge that the Construction Regulations were amended in 2014 and the duties of the Client were outlined for execution. The change of the regulations allows for the Client to employ a Competent Person to act as his or her representative. Competent Person is described in the construction regulations, 2014.

The objectives of the Employer is to prepare a Baseline Risk Assessment, prepare a Site Health & Safety specification, obtain Work Permit and issue Notification of Construction Work as contemplated and required in terms of Construction Regulations 2014 under Section 43 of the Occupational Health & Safety Act, 1993. The competent person is to ensure that the construction tender issued is in line with the

construction regulations 2014 and the appointed contractor acts in manner consistent with these requirements.

In order to carry out the objectives of the Employer, the employer intends to appoint a Health & Safety Consultant to carry out all the Employer's duties as listed in the Construction Regulation (2014) and also outlined in the scope of work below.

3. Scope of work

The appointed Construction Health & Safety Consultant will be required to carry out the following scope of work for the Taxiways Project:

Carry out the duties stipulated in the stated sections of the Occupational Health and Safety Act (Act no. 85 of 1993), Construction Regulations 2014

Additional to the above regulated duties, carry out the extent of service to include;

- Review and include the safety & health specification in the tender pack
- Principles of cause and effect analysis and its application to hazard identification and risk management for the project.
- Project health and safety risk profiling.
- Attendance of Site meetings and report on safety & health issues/risks
- Project health and safety resource planning for the construction stage.
- Assist in the health and safety budgeting for the project.
- Project health and safety systems, legal compliance, verification, auditing, audit result analysis and reporting.
- Project health and safety management system reviews.
- Health and Safety compliance reporting during construction
- Close out report on the Health and Safety with lessons learnt
- Ensure that COVID 19 regulations and guidelines are adhered to by the contractor and all persons attending to site or the site camp.

4. Description of the Services

Standard and full services by the Construction Health & Safety Consultant registered with the South African Council for the Project and Construction Management Profession (SACPCMP) as per the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)

5. Client Requirements:

Consultants must possess technical know-how, innovative skills and the ability to administrate a project of this nature within programme and within budget.

6. ISO Quality

Management System

Consultants must be accredited with ISO9001 compliance and each project shall be administrated with respect to quality and technical compliance, in accordance with these strict international Quality Procedures.

7. Programme and monthly feedback

A detailed programme for each project needs to be submitted within 14 days of appointment and updated on a monthly basis or when needed.

8. Consultation and Client Feedback

Detailed consultation with the designated ACSA representative and on-going feedback and reporting during the preliminary design stage, detailed design and construction stages will be essential in delivering optimal and acceptable solutions which are in line with ACSA's requirements. A monthly progress and cost report shall be done from detail design stage onwards until construction ends.

9. Understanding the works

The Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity request clarification of the terms and conditions of this contract prior to submission of his tender to provide the services.

10. Compliance with Laws

The Consultant keeps himself fully informed of, and complies with all laws which apply to the Works. "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders and decrees of government or other legally constituted public authority and the common law.

11. Conditions of the Works

It is the sole discretion of ACSA to adjust the quantity of work and amend, remove or add work as deemed necessary throughout the period of the appointment. The works are therefore not guaranteed and the appointment is a non-exclusive appointment. The works related to this bid is restricted to airside work only and only individuals with appropriate knowledge and experience should be allowed to conduct the specified works. The reasons are to avoid misconduct, failure, substandard work and associated consequences which could adversely impede on the airside operations and associated safety at the ACSA airports.

12. Compliance with Codes & Standards

The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognised codes and standards which are accepted by the Employer. In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

13. Interface with other projects and services

The consultant/s are to make themselves aware of all other ongoing works in the vicinity of the project, communicate and manage the risks, incorporate the interface with adjacent works into the programme and liaise with the parties involved.

Where there are services such as cables and electrical services, the consultant needs to be aware of and manage the risks present and build this into the project planning.

14. Personnel requirements

The Service Provider's key persons become a contractual commitment upon award. Any proposed change should be handled formally by way of written request and approval. Replacement personnel shall be of same or better competence and experience as those initially accepted.

Part C4: Site Information

The site of the works is Bram Fischer International Airport

The works will be conducted on airside requiring hands-on management of the construction work, with consideration for the operational movement of aircraft and airside traffic, safety and security during such period of time where infrastructure needs to be rehabilitated, upgraded or newly constructed.

The Tenderer has to indicate in the returnable documents the geographical location of their office(s) in proximity of the airport.