



REQUEST FOR QUOTATIONS FOR THE APPOINTMENT OF A PROJECT MANAGER FOR THE REHABILITATION OF THE MAIN RUNWAY & APRON TAXILANE AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 36 MONTHS

Requisition Number: : **CIA RFQ 71949**

Issue Date : **Thursday 06th February 2025**

Closing Date : **Monday 17th February 2025 at 12:00 (via email)**

Compulsory Briefing Session and Site, Date and Time : **N/A**

Closing date for queries : **Thursday 13th February 2025 at 15:00**

CSD NUMBER : **MAAA**

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1. SECTION 1: INSTRUCTIONS TO BIDDERS

Submission of Quotations

The email subject heading containing bid documents must have a RFQ number and the RFQ title. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the quotation pack must be initialled or stamped with the bidder's stamp as proof that the bidder has read the quotation pack. Quotation pack must be submitted on or before **Monday 17th February 2025 at 12:00** using the following method either,

1.1.1. Email submissions:

The quotation pack must be sent to the following email address below:

Kamaal.allom@airports.co.za

Quotations must be in an electronic copy of the quotation pack

Bidders must ensure that the subject line for email submission is the RFQ Number and RFQ Title

- Bidders must not email their submission as one big attachment. Kindly break your submission in at least (04) four or more attachments of 4mb each.
- Bidders are requested to submit all quotations in the format instructed, no other format will be acceptable.

1.2. Alternative Quotations

As a general rule, Airports Company South Africa only accepts quotation which have been prepared in response to the RFQ. However alternative quotations will be accepted provided the alternative quotation is accompanied by the original quotation response which materially complies with the specifications of this RFQ. Alternative quotations will also be evaluated using the pre-determined evaluation criteria stipulated in this RFQ document.

1.3 Late Quotations

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



1.4 Clarification and Communication

Name:	Kamaal Allom
Designation:	Buyer
Tel:	021 937 1368
Email:	<u>Kamaal.allom@airports.co.za</u>

Request for clarity or information on the RFQ may only be requested until **Thursday 13th February 2025 at 15:00**. Any responses to queries for clarity sought by a bidder will also be sent to all the other entities which have been invited to the Request for Quotation/Information invitation.

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

1.5 Compulsory BRIEFING – Not Applicable

1.6 RFQ Responses

RFQ responses must be strictly prepared and returned in accordance with this RFQ document. Bidders may be disqualified where they have not materially complied with any of AIRPORTS COMPANY SOUTH AFRICA's requirements in terms of this RFQ document. Changes to the bidder's submission will not be allowed after the closing date of the RFQ. All RFQ 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 RFQ.

1.7 Disclaimers

It must be noted that Airports Company South Africa may:

- a) Award the whole or a part of this RFQ;
- b) Split the award of this RFQ;
- c) Negotiate with all or some of the shortlisted bidders;
- d) Award the RFQ to a bidder other than the highest scoring bidder where objective criteria allows;
- e) Reject the lowest quotation submission received; and/or
- f) Cancel this RFQ.



1.8 Validity Period

AIRPORTS COMPANY SOUTH AFRICA requires a validity period of thirty (60 business/working days for this RFQ. 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 AIRPORTS COMPANY SOUTH AFRICA would accommodate a proposal to change the price.

1.9 Confidentiality of Information

AIRPORTS COMPANY SOUTH AFRICA will not disclose any information disclosed to AIRPORTS COMPANY SOUTH AFRICA through this RFQ process to a third party or any other bidder without any written approval from the bidder whose information is sought.

Bidders may NOT disclose any information given to the bidders as part of this RFQ process to any third party without the written approval from AIRPORTS COMPANY SOUTH AFRICA . If the bidder requires to consult with third parties on the RFQ, such third parties must complete confidentiality agreements, which should also be returned to AIRPORTS COMPANY SOUTH AFRICA with the quotation pack.

1.10 Hot – Line

AIRPORTS COMPANY SOUTH AFRICA subscribes to fair and just administrative processes. AIRPORTS COMPANY SOUTH AFRICA 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 or 086 726 1681

Email: office@thehotline.co.za

2. SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

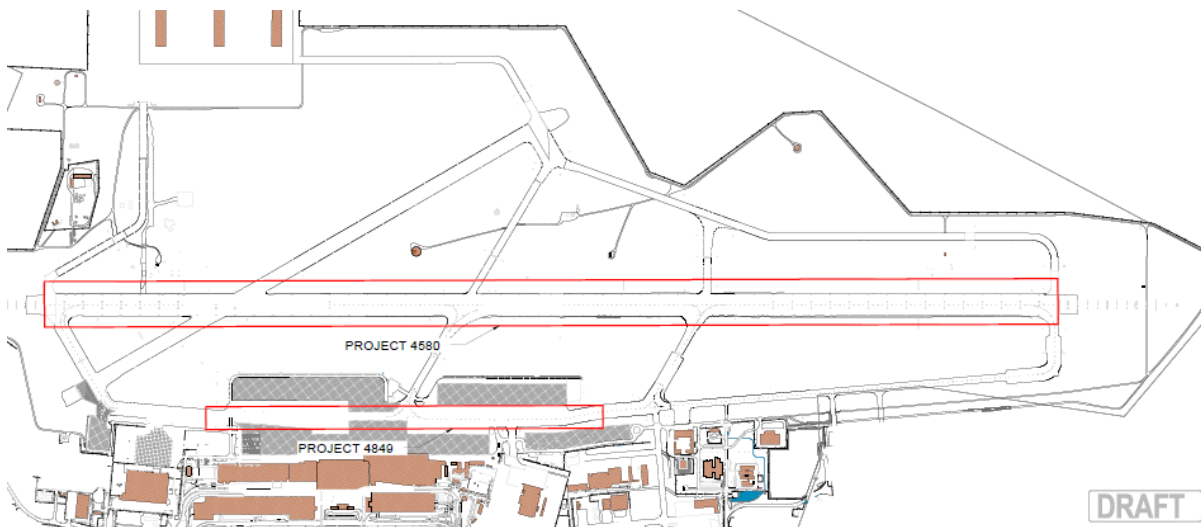
2.1 Employers Objectives

The objective of the Employer is to appoint a Project Manager for the execution of professional services for the Rehabilitation of the Runway 01/19 (RWY 01/19) and Apron Taxilane on airside at the Cape Town International Airport. The rehabilitation construction works is aimed at extending the life of the airside infrastructure, reducing the risk for safe operation on airside.

2.2 Overview of the Works

The description of the project contained in the scope of work is merely an outline of the contract works and shall not limit the work to be carried out by the contractor. The project section consists of two work zones located on airside at Cape Town International airport within the City of Cape Town Metropolitan Municipality.

Site Locality: CTIA Main Runway and Apron Taxilane Locality Map



2.3 Extent of the Works

The Construction works required in this contract will mainly entail the following:

- Early works Construction Security Gate enablement
- Site Establishment;
- Milling and Filling of Runway 01/19 (RWY 01/19) with UTFG;
- Milling and Filling of Base and Surface Wearing course of Alpha Taxilane;
- Associated electrical works with replacement of lights, cables and fittings, and
- Clearing and establishment of hard stands.



a) Establishment includes, but not limited to:

- The establishment on site, including the provision of facilities for the Employer's Agent, including a material testing laboratory facility (commercial laboratory).
- Completion of safety training including but not limited to Airside Inductions, AVOP and Security Permits as indicated in the Manual for Working Airside — Volume 5.
- The supply of plant, labour, tools, equipment and materials necessary to complete the work.
- Topographical survey and setting out of the Works.
- Completion of relevant OHS and labour requirements applications and files all in compliance with the Manual for Working Airside — Volume 5
- Compliance with the ACSA Environmental Specifications
- Compile and submit a quality management plan for approval by the Employer's Agent.
- Undertaking of asphalt mix designs and trials in compliance with specifications.
- Cleaning of the construction area after each work shift to the satisfaction of AM staff.
- Programming the construction of the new facilities and co-ordinating the activities of the Electrical Subcontractor.

b) Runway 01/19 (RWY 01/19)

- Mill and fill with 25mm UTFC 60wide on runway
- Mill and fill with 40mm asphalt 60m wide 110m long
- Removal and replacement of the light bases and secondary cables
- Reinstate painted markings
 - I. Mill out localised areas of base failures to a depth of 100mm to stockpile. Compact the floor of excavations and backfill with an unmodified continuously graded stone skeletal asphalt base;
 - II. Mill out localised areas of surface failures to a depth of 40mm to stockpile. Compact the floor of excavations and backfill with an unmodified continuously graded sand skeletal asphalt wearing course;
 - III. Blowing out and crack sealing of degree 4 and 5 longitudinal and transverse cracks using a cold modified crack sealant;
 - IV. Re-gravelling of existing gravel shoulders and gravel entrances using gravel shoulder wearing course material stabilized with cement; and
 - V. Resurface existing surfaced entrances using a 40mm thick A-R2 modified continuously graded sand skeletal asphalt wearing course.

c) Alpha Taxilane

The Apron Taxilane forms part of a critical route for aircraft arriving/departing the aerodrome linking taxilanes to aprons and the runways. The construction of the original/existing apron taxilane is estimated to have been done over 50 years ago, some minor rehabilitation works was undertaken to over the years, primarily to remove and replace the overstressed asphalt. The Apron Taxilane has exhibited some signs of distress and deterioration, mainly along the wheel tracks of heavy wide body aircraft and shows signs of distress. Based on a visual assessment and intrusive testing, the evidence suggests possible distress failures of the existing granular and asphalt layers.

The CTIA western side taxiways consist of a taxiway centre line lighting system, the light fixtures have been inserted in the surface of the taxiways and is designed and fitted as to withstand the weight of aircraft using the route without

Confidential



damage either to the aircraft or to the lights themselves. The current rutting along the wheel track of the aircraft runs over approximately sleeves which supplying power to the taxiway centre line lights. The rutting proves to be a challenge for during pushback start operations and at times forces the pilot to use more than the standard thrust to gain momentum for taxiing.

d) Electrical works

Work to be undertaken by the Contractor:

- Appoint an electrical Engineer to oversee the installation, certification and commissioning of the electrical works.
- Accurate produce a survey detailing the positions of existing light fittings and runway and taxiway conduits.

Work envisaged to be done by Electrical sub-contractor:

- The removal of existing 8"/12" shallow bases and installation of new 8"/12" shallow bases after the completion of the asphalt layer works.
- The removal of existing touchdown zone, flush mounted edge and taxiway lead on / off lights and re-installation existing lights or new inset lights after completion of the asphalt layer works.
- The removal of existing runway centre line inset lights and installation of new LED inset lights after completion of the asphalt layer works.
- The removal of existing taxiway centre line inset lights and installation of new LED inset lights after completion of the asphalt layer works.
- The installation of new cables as required.
- Testing and commissioning of completed installation and any other works as specified by Electrical Engineer.

Care should be taken not to damage runway elevated edge lights, any damage to elevated edge lights will be repaired by the electrical sub-contractor at contractor's cost.

e) Clearing and establishment of hardstands

All construction materials will be sourced from commercial sources except where existing pavement materials are to be reused in the establishment of hardstands as indicated by drawings or Engineer. The contractor will be required to rehabilitate the existing campsite prior to construction by removing any existing surplus construction materials, RAP, concrete and waste to an approved dumpsite. On completion of the project the contractor shall scarify the hardstand areas and re-top soiling thereof.

The contractor shall be responsible for maintaining the site, except as otherwise specified, from the date of handing over of the site until the date of issue of the certificate of completion of the works.

2.4 Scope of Services for Professional Construction Project Manager (Pr CPM)

The Project Management services to be delivered in accordance with, but not limited to:

- The South African Council for the Project and Construction Management Professions (SACPCMP) Persons Registered in terms of the Project and Construction Management Professions Act No 48 of 2000

PROJECT MANAGER (Pr CPM)

It is important to note that stage 1 to 4 has been completed, and the contractor award was concluded. Construction stage 5 early works (permitting and construction gate enablement) has started with physical construction activities programmed to start in April 2025 after site establishment completion. Professional services already procured include Civil Engineers, an Environmental Control Officer and a Client Health & Safety Agent.

The Project Manager must be able to perform standard services under the following stages:

STAGE 5 – CONSTRUCTION

- Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all the contract requirements.
- Monitor the ongoing projects insurance requirements.
- Facilitate the handover of the site to the contractor.
- Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.
- Regularly conduct and record the necessary site meetings.
- Monitor, review and approve the preparation of the Contract Programme by the contractor.
- Regularly monitor the performance of the contractor against the Contract Programme.
- Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- Monitor the preparation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- Update and maintain project communication chart and contact schedule.
- Enquire and distribute updated valid records for each consultant and contractor insurances, ISO, COIDA, SARS Tax Compliance, BBBEE, Laboratory validation, testing equipment calibration certificates, etc. and supply to the Client.
- Monitor the auditing of the Contractors' Health and Safety Plan by the Health and Safety Consultant.
- Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant.
- Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors.
- Monitor the preparation by the Environmental Consultants of the Environmental Management Plan
- Establish the construction information distribution procedures.
- Agree and monitor the Construction Documentation Schedule for timeous delivery of the required information to the contractors.
- Expedite, review and monitor the timeous issue of construction information to the contractors.
- Manage the review and approval of all necessary shop details and product propriety information by the design consultants.



- Establish procedures for monitoring, controlling and agreeing all scope and cost variations. Prepare formal Change Requests on ACSA standard templates.
- Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- Monitor, review, approve and certify monthly progress payments.
- Receive, review and adjudicate any contractual claims.
- Performance management of all Contractors, Sub-contractors, ACSA direct contractors, Consultants and Sub-consultants.
- Monitor the preparation of monthly cost reports by the cost consultants and arrange presentation thereof to the client for acceptance.
- Agree and monitor the cost consultant financial reporting linked to transformation spend and CIDB Build programme compliance and ensure timeous delivery of required information to the client.
- Monitor long lead items and off-site production by the contractors and suppliers.
- Prepare monthly project reports including submission to the client and attend monthly Project Board Meetings to present project progress updates.
- Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors.
- Monitor all risks and prepare monthly Risk Registers on ACSA approved Risk register template.
- Monitor all project delays and prepare monthly Delay Trackers
- Prepare and monitor all Requests for Information (RFI's) and maintain monthly RFI Registers
- Peer review of all submissions to the client for accuracy and correctness prior to distribution and maintain a document control register.
- Coordinate all meetings with ACSA internal stakeholders, external stakeholders and cross-functional team members.
- Coordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
- Coordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- Monitor the execution by the contractors of the defect items to achieve Works Completion.

Typical Project Management Deliverables

- Signed Contractor(s) Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly Project Board Progress Reports
- Record of all meetings
- Certificates of Practical Completion

STAGE 6 – PROJECT CLOSE-OUT

- Issue the Works Completion Certificate
- Manage, co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.



- Manage and expedite the procurement of all operating and maintenance manuals as well as all warranties and guarantees.
- Manage the finalization of the Asset Handover Information report for submission to the Client Asset Information Management department in their approved formats and file types and ensure acceptance prior to project close-out.
- Manage and expedite the procurement of all statutory compliance certificates and documentation and distribute to the Client in a controlled and documented process.
- Manage the finalization of the Health and Safety File and OHS Close-out report for submission to the Client.
- Manage the finalization of the Environmental Compliance File and ECO Close-out report for submission to the Client.
- Manage the finalization of the Transformation (CPG and CIDB Build) Close-out report for submission to the Client.
- Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
- Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion.
- Prepare and present Project Closeout Report.

Typical Project Management Deliverables

- Asset Information Handover
- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project Close-out Report

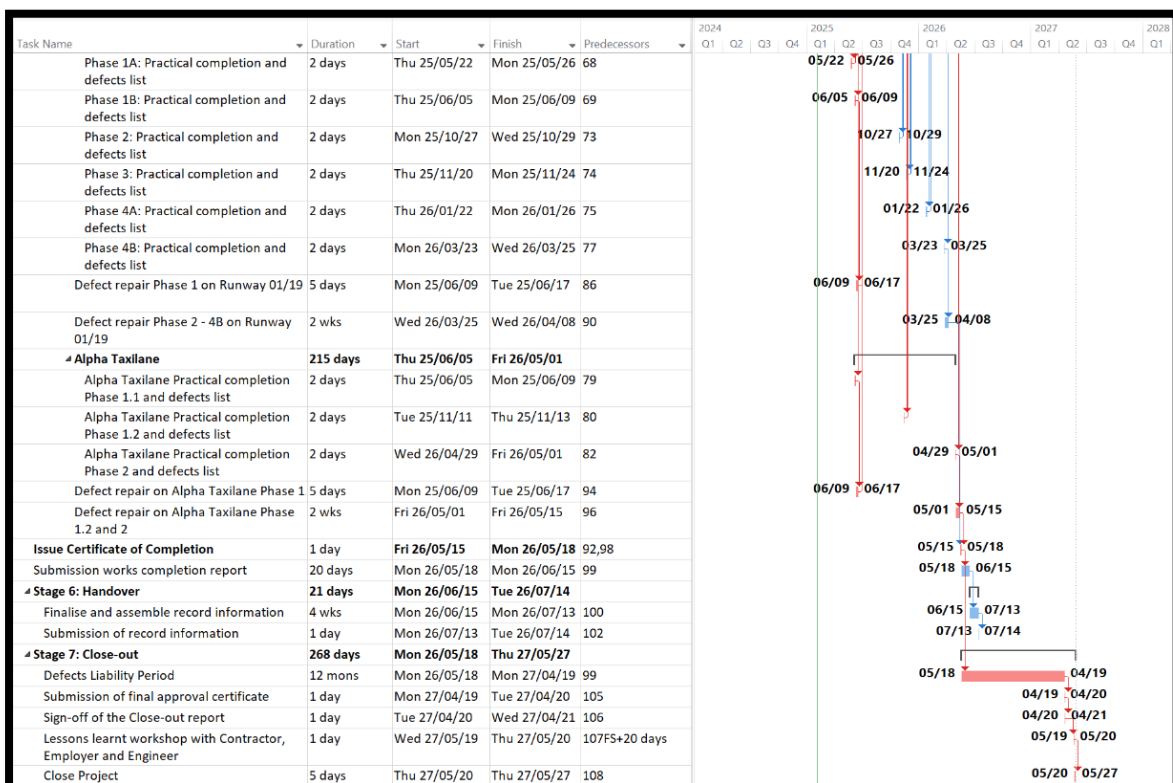
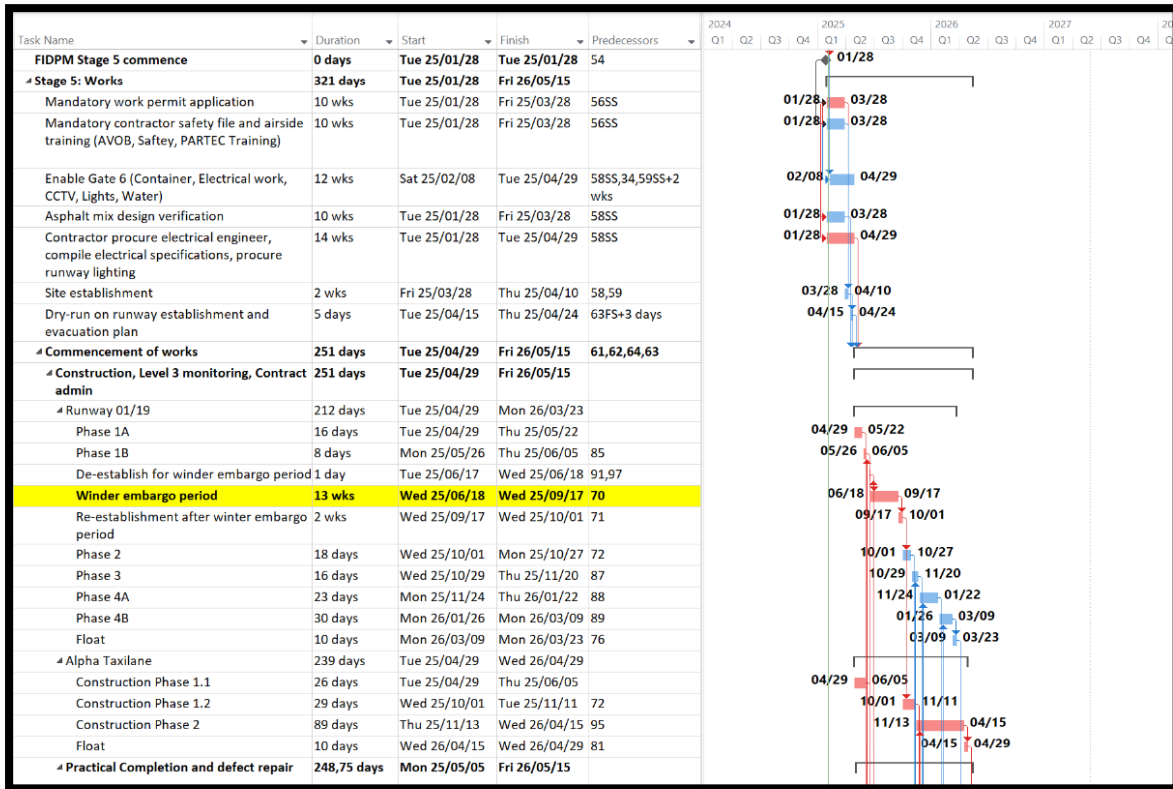
The Project Manager will ensure;

- ACSA Policies and procedures are adhered to, and
- Work is carried out safely without impacting the Airport Operations.

Form of Contract

- The Condition of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board.

2.5 Project Duration





2.6 Format of communication

All requests/ instructions shall be submitted in writing.

2.7 Meetings

The Service Provider will be required to attend site, technical, stakeholder, progress and client meetings as per the Scope of Services. The Bidder will also be expected to attend ad hoc meetings from time to time to address specific issues as and when need arises. The Bidder shall be represented at all meetings by the key staff member.

2.8 Key Personnel

Should it become necessary to replace any of the key personnel listed during the contract, a formal presentation of the replacement candidate must be made to ACSA for acceptance. Key staff may only be replaced with personnel of similar or better qualifications and experience and must also satisfy the minimum functionality requirement as set out in the original Tender.

2.10 Payment of fees

Payment of fee shall be made in accordance with work completed as per the relevant professional body' scope of services guidelines and administered through the appointed ACSA Project Manager. Fee accounts shall be submitted to ACSA for verification and acceptance prior to approval and proceeding with invoicing.

The Service Provider may submit interim claims for payment (invoices) as work progresses for the contract, but no more frequently than monthly intervals. Period for payment of monthly fee claims will be 30 days from date of invoice after fee account acceptance by ACSA and is correctly submitted and approved in line with ACSA's payment cycle.

2.11 Employer to costs

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

2.12 Access to site

Access to site is by airside, all personal access permits are required for access to airside areas. The Service Provider will be required to apply for such personal access permits and delays in permitting will prevent the service provider from accessing the works areas.

The construction work will be conducted on an airside area and will require permits for access. All resources must always wear a personal access permit when on site. All site works must be concluded in accordance with the Safe Works on Aerodrome procedure and project specific Manual for Safe Works.



ACSA Permit Prices (Training and Permits Application fees)

The bidder shall note that it is a condition of the contract that he applies for and obtains the required permits for all persons, equipment and vehicles to be utilized during the construction of the planned works.

The following are typical costs could apply as updated October 2023:

Permits Vehicles Permits Temporary

<i>Description</i>	<i>Cost</i>
Airside	
1 Day	R53
2 Day	R108
3 Day	R160
3 Days – 1 months	R352
1 Month – 3 months	R352
4 Months – 6 months	R705

Permits Vehicles Permits

(Clear radio buttons)

1 – 3 months	R 321
3 – 6 months	R 643
6 months – 1 year	R 1 362
Add On Charge	R 4 786

Permanent

(Clear radio buttons)

6 months – 1 year	R 1 429
Change Registration	R 53
Edit Vehicle Permit	R 53
Transponder	R 785
Vehicle permit and Transponder	R 2 241

For a vehicle permit more than 1 day needs to go for inspection before applying for a vehicle which is done by ACSA SAFETY



Personal Permits

<i>Description</i>	<i>Cost</i>
1 Day – 5 days	R53
5 days – 2 years	R270
Additional Icon, e.g. tools, cell phone ,camera ,Avop and Ipad/Table	R88 -each

Personal require vetting and need to complete General Security Awareness Part 109 on application for permits more than 5days to 2 years.

Airport Training Courses

AIT (Airside Induction Training)

Initial – R 570.00 Excl. VAT

Refresher – R 416.00 Excl. VAT

AVOP (Airside Vehicle Operator Permit)- Required for driving on Airside.

Initial – R 596.00 Excl. VAT

Refresher – R 416.00 Excl. VAT

General Security Awareness Training – R741 (Excl. Vat)

It is to be noted by the bidder that all the above pricing was valid as of 2024 and any increases in costs must be verified by the bidder with the CTIA Permit Office directly to ensure there are no delays in permitting payments.



3. EVALUATION CRITERIA

3.1. Evaluation Stages

AIRPORTS COMPANY SOUTH AFRICA will use pre-determined evaluation stages when considering received quotations. The evaluation criteria will consider the commitment made for, technical, Price and BEE, Objective Criteria.

During the evaluation of received quotation packs AIRPORTS COMPANY SOUTH AFRICA 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 may be disqualified from the RFQ process.

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

3.2. Mandatory Requirements **Assessment**

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

Refer to SECTION 4 below for a list of mandatory documents and form



FUNCTIONALITY / TECHNICAL EVALUATION

The evaluation process will be based on threshold criteria where bidders who fail to achieve a minimum threshold on each scoring section will not be considered for award. Bidders scoring less than the required minimum for any or all the functionality scoring criteria will be regarded as non-responsive and therefore not be allowed to proceed to Price and BBBEE. Provision of unclear, vague, fragmented or incomplete information will result in zero points being allocated. Bidders must ensure that only relevant information be submitted for points to be awarded.

The criteria applied during functionality scoring is herewith explained below:

The awarding of points takes into consideration company/entity and key staff relevant experience measured against the project specific criteria set out in this RFQ. Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities as determined by ACSA. All points will be awarded at the sole discretion of ACSA's Bid Evaluation Committee based on the quality and completeness of the bidder's submission aligned with ACSA bid requirements as described in this RFQ.

Key staff are furthermore also required to be professionally registered, with only verifiable proof allowing for points to be allocated.

When no proof of relevant experience with contactable references details or record of professional registration(s) are provided then NO POINTS WILL BE AWARDED.

References must be directly related to the requested relevant project experience. Bidders must populate the required Tables in this RFQ complete with all references information as required to qualify for points.

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

Functionality Evaluation

<i>Evaluation Area</i>	<i>Evaluation Criteria</i>	<i>Maximum Point</i>	<i>Minimum Point</i>
1. Tenderer's Experience	<p>Proof of Experience that Tenderer/Company has Professional Construction Project Management services work experience on civil infrastructure construction projects within the last 15 years</p> <p>Tenderers Project Experience in each project valued at</p> <p>(a) > R20 million - [8 Points per project]</p> <p>(b) > R5 million < R20 million - [5 Points per project]</p> <p>(c) < 5 million - [0 Points per project]</p> <p>(Project references must be provided for scoring verification with a minimum of 5 reference letters required)</p> <p>(Failure to present reference letters for qualifying projects will result in zero (0) points being awarded)</p>	40	25
2. Experience of key staff	<p>Provide proof of professional registration as a (Pr. CPM) Professional Construction Project Manager with SACPCMP (Failure to present a valid and active Pr CPM certificate will result in zero (0) points being awarded. Pr CM is not applicable and will result in zero (0) points being awarded. PMP is not recognized in RSA and will result in zero (0) points being awarded.)</p>	20	20
	<p>Key Staff mentioned above to have Professional Construction Project Management (CV with evidence records to be provided) services work experience on civil infrastructure construction projects within the last 15 years</p> <p>Key staff Project Experience in each project valued at</p> <p>(a) > R20 million - [8 Points per project]</p> <p>(b) > R5 million < R20 million - [5 Points per project]</p> <p>(c) < 5 million - [0 Points per project]</p> <p>(Project references must be provided for scoring verification with a minimum of 5 reference letters required)</p> <p>(Failure to present reference letters for qualifying projects will result in zero (0) points being awarded)</p>	40	25
Total points (1+2)		100	70



Price and 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 will be made to the bidder who 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 bid, etc.



See Section 4, Standard Bidding Document 6.2

4. SECTION 4. RETURNABLE DOCUMENTS AND FORMS

Mandatory Returnable documents

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

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>Priced offer as per Pricing Schedule contained in Section 5</i>	
<i>SBD 4 Bidder's Disclosure Form</i>	
<i>Non-Disclosure Agreement</i>	
<i>SBD 6.2 PPPFA designated sectors</i>	

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]
<i>BEE Certificate and Scorecard or Sworn BEE Affidavit</i>	
<i>SARS Tax Compliance Status – CSD Unique Number (ACSA will not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>Names and identity numbers of Directors / Trustees / Members / Shareholders and Senior management – CSD Unique Number</i>	
<i>Declaration of Politically Exposed Persons in Section 4</i>	
<i>Verifiable Medical Certificate or Report as proof of disability</i>	



4.1 Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this bid remains valid for the duration of the contract period (in the event where any of such document expires an updated document must be submitted). The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

BIDDER'S DISCLOSURE AND POLITICALLY EXPOSED PERSONS DECLARATION FORM

Making a Declaration

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

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

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

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



4.2 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/ no PEP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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



Declaration:

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

Signature

Date

Position

Name of bidder



SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder. Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

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



.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.



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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this bid

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference.

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

	POINTS
PRICE	80
PREFERENCE	20
Total points for Price and Preference must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of Preference supporting documents together with the bid, will be interpreted to mean that preference points are not claimed.
- 1.6 The 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.

2. DEFINITIONS

- (a) **B-BBEE** broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act
- (b) **Bid** a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of works, goods or services, through price quotations, advertised competitive bidding processes or proposals
- (c) **BBBEE Act** Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (d) **EME** Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
- (e) **Functionality** the ability of a bidder to provide works, goods or services in accordance with specifications as set out in the bid documents
- (f) **Prices** includes all applicable taxes less all unconditional discounts
- (g) **Proof of B-BBEE status level of contributor** B-BBEE Status level certificate issued by an authorized body or person
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice
Any other requirement prescribed in terms of the B-BBEE Act
- (h) **QSE** a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act
- (i) **rand value** the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR PREFERENCE

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for being in accordance with the table below:

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of Preference must complete the following:

6. PREFERENCE CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 Preference: . = 20 points (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of audited Shareholders Certificated, the BEE Scorecard, or Sworn BEE Affidavit.

Specific Goals	Score	Bidder's Score
	20	
51% or higher owned by Black male and Black women and Black youth and People living with disabilities	20	
51% or higher owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% or higher owned by Black male or Black women or Black youth or People living with disabilities	10	
Between 30% and 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Less than 30% owned by Black male, Black, women, Black Youth, Black People living with disabilities and Other groups	0	

SUBCONTRACTING

Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

If yes, indicate:

What percentage of the contract will be subcontracted _____ %

The name of the sub-contractor _____

The Preference of the sub-contractor _____

Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

YES		NO	
-----	--	----	--

PRICING SCHEDULE / FORM OF OFFER

The pricing schedule below is required to be completed in full consisting of lump sum work stage totals, provisional sums, time-based fees for additional services, contingency and VAT. **Construction Project Manager Services Fee Schedule**

The pricing schedule below is required to be completed in full consisting of lump sum work stage totals, provisional sums, time-based fees for additional services, contingency and VAT.

Construction Contract value for day & nightwork: R 153 570 558 (excl. VAT)					
FIPDM STAGES		SACPCMP WORK STAGES		UNIT	FEE TOTALS
Works	Stage 5	Stage 5	Construction	Sum	R
Handover	Stage 6	Stage 6	Close Out	Sum	R
Close-out	Stage 7				
Disbursements - Listed in (b) (i) are claimable against Provisional Sum				Prov Sum	R 25,000-00
Time-based fee (additional services)			Rate	QTY	
Pr. CPM (Dayworks)			R	80 hours	R
Pr. CPM (Nightworks)			R	80 hours	R
SUB-TOTAL (NORMAL SERVICES + DISBURSEMENTS + TIME-BASED FEES)					R
Contingency (10%) of Sub-total above				10%	R
TOTAL FEES (EXCL. VAT)				Sub-total + Contingency	R
Value Added TAX (15%)				15%	R
Total Fee including VAT (TENDER PRICE CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE)				Total Fee + VAT	R



(b) Disbursements

- i. Only project related costs listed below and presented to ACSA after payment will be available for additional compensation
 - Miscellaneous cost (PPE)
 - Construction Work permit cost to Department of Labour
 - Pr CPM staff CTIA permit office related costs
- ii. All other costs, e.g. travel, accommodation, meals, IT software, IT hardware, electronic or other equipment, meeting attendance, stakeholder engagement, legal, contracting, printing binding etc. are deemed to have been included in the fee rates allowed for in the pricing schedule and no additional costs for disbursements not mentioned in (i) above will be payable by ACSA to the Pr CPM.
- iii. Disbursements will be paid at cost with no mark-up allowed. The onus is with the consultant to supply to ACSA satisfaction all documented proof of payment for certification at invoicing.

(c) Additional Hourly Rates

Hourly Rates are to be provided for day and night works in the pricing schedule and all additional services outside of the normal scope are subject to pre-approval by ACSA.

d) Fixed Prices & Rates

All prices and rates will remain fixed for the duration of the contract period of 36 months.

Signed Offer and Acceptance:

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: Rands (Amount)

.....

..... (In Words)

Signed: Date:

Name: Position:

Tenderer:



Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished in this bid submission is true and correct. I declare that I am duly authorised to act and sign on behalf of the bidding company. We further certify that we understand that where it is found that we have made a false declaration or statement in this RFQ submission, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this RFQ process.

Signature

Date

Position

Name of bidder

RETURNABLE DOCUMENTS

Mandatory Returnable documents

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

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

P – Pre-Qualification Criteria

M – Mandatory Documents

T – Technical Requirements

O – Other Returnable



OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Tax Clearance Certificate (ACSA may not award a tender to a bidder whose tax affairs have not been declared to be in orders by SARS)	
Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)	

Validity of submitted information

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



DECLARATION FORM

Making a Declaration

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

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number



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



DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on _____ of _____ 2024.

Name:

Designation:

Signature:



Appendix A –

Proof of SACPCMP Pr CPM registration of Key Staff member identified to complete the full scope of services.

*Note: Replacement of Key Staff after award will only be allowed for qualifying Pr CPM with the required valid and active professional registration and a portfolio of qualifying projects verified through 5 contactable references prior to ACSA acceptance of Key Staff member replacement. Replacement requests must be submitted in writing and will only take effect upon written acceptance confirmation by ACSA delegated representative.

(Attach SACPCMP Pr CPM valid and active certificate and registration number here)

Experience of Key Staff (CV to be included with 5 qualifying projects contactable references)

Make copies of the template and complete for functionality scoring submission

Project Name		
Pr CPM Key Staff (Name & Surname)		
Position held on the project		
Nationality		
Date of Birth (ID or Passport)		
Current Residential Address		
Highest Education/Qualification		
Criminal Record (mark with X)	Yes	No
<i>*The project is located within a National Key Point and Police clearance security vetting is required.</i>		
Projects Experience related to completed projects		
Client Referee name and surname		
Referee employer name at time of project completion		
Referee contact details/Letter of confirmation (To be attached)		
Scope of work description/ Project description		
Project Construction Value (Incl. VAT)		
Position held by Key Person on the project (Referee to confirm)		
Duration: Start to Finish date (month & year to be inserted)		

Signed:	Date:
Name:	Position:
Tenderer:		



**Tenderer/ Company Experience**

Name of party to the bid						
No.	Name of Client	Description of Project and details of services provided	Project Construction Value	Performance Period		Contact person details (contact person, telephone, and email must be recent and relevant)
				From (Date)	To (Date)	
1						Name:
						Tel:
						Email:
2						Name:
						Tel:
						Email:
3						Name:
						Tel:
						Email:
4						Name:
						Tel:
						Email:
5						Name:
						Tel:
						Email:

**Tenderer/Company Experience (CONT.)**

Name of party to the bid						
No.	Name of Client	Description of Project and details of services provided	Project Construction Value	Performance Period		Contact person details (contact person, telephone, and email must be recent and relevant)
				From (Date)	To (Date)	
6						Name:
						Tel:
						Email:
7						Name:
						Tel:
						Email:
8						Name:
						Tel:
						Email:
9						Name:
						Tel:
						Email:
10						Name:
						Tel:
						Email:

Confidential



ACCEPTANCE OF RFB TERMS AND CONDITIONS

TO: Supply Chain Management Office

Airports Company South Africa SOC Ltd.

Bid Reference No: **RFQ 71948**

1. Bidder's Name and Contact Details

Bidder:	
Physical Address:	
Correspondence to be addressed to:	
Fax Number:	
Phone numbers:	
Email Address:	
Contact Person:	

2. Proposal Certification

We hereby submit a Proposal in respect of the appointment of an OHS at Cape Town International Airport.

- We acknowledge that ACSA's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder/s,
- We have read, understand, and agree to be bound by the content of all the documentation provided by ACSA in this Request for Proposal.
- We accept that ACSA's Bid Adjudication Committee decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete, and correct.
- This Proposal is specific to this project only; it has no impact, influence, or effect on any other project for which a Proposal may be submitted.



- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) days calculated from the closing date of proposal submission.

Thus done and signed at		on this the		day of		2024
Signature:						
Name:						

For and behalf of:

Tendering entity name:	
Capacity:	



CERTIFIED B-BBEE CERTIFICATE

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

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

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

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

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

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

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

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

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



Registration to the National Treasury's Central Supply Database

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

SIGNED ON BEHALF OF TENDERER:



Letter of Good Standing

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

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

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

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

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

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

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

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

SIGNED ON BEHALF OF TENDERER:



Registration to the CIDB – N/A

Construction Industry Development Board (CIDB)

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

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

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

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

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

- Every member of the joint venture is registered with the CIDB;
- The lead partner has a contractor grading designation in the **1 EP** or higher class of construction work; and

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

Tender offers will only be accepted if:

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

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

SIGNED ON BEHALF OF TENDERER:



Valid Tax Clearance Certificate

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

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

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

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

The Tax Compliance Status Pin will be verified by ACSA

SIGNED ON BEHALF OF TENDERER:



Joint Venture Agreement

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

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

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

Please complete the following:

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



ACSA INSURANCE CLAUSES

Refer to Appendix G



CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I, certify, on behalf of:

that: (Name of Bidder)

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



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

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 Joint venture or Consortium means an association of persons for combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



BRIEFING SESSION FORM – N/A

This is to certify that:

Bidder Name _____

Attached a briefing / site inspection meeting which was held

Bidder was represented by:

Name: _____

Designation: _____

This certification is made on behalf of ACSA by:

Name: Kamaal Allom _____

Designation: _____

Signature: _____

Date: _____



CERTIFICATE OF INCORPORATION

SAFETY FILE REQUIREMENT

All bidders must submit a safety file for approval by ACSA safety department 14 days prior to the commencement of work – below please find a list of all the documentation required for a complete safety file in Annexure C

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment with competencies (where appointment are applicable depending on the task):
 1. OHS 16(1)CEO
 2. OHS 16(2) Assistant CEO
 3. CR 8.1 Construction work Manager



4. CR 8.5 Construction H&S officer
5. CR 8.7 Construction work Supervisor
6. CR 8.8 Assistant Supervisor
7. CR 9.1 Risk Assessor
8. CR 13.1(a) Excavation Supervisor
9. GAR 9 Incident Investigator
10. GSR 9 First Aider
11. CR 24 & EMR 9 Electrical Tool Inspector
12. CR 29(H) Fire Fighting Equipment Supervisor
13. CR 23 Construction Vehicles & Mobile Plant Operator
14. GSR 13 Ladder Inspect
15. Portable (Hand) Tool inspector
16. CR 16.1 /SANS 085 Scaffolding Inspector
17. CR 28 (a) Stacking and Storage Supervisor
18. HCS Supervisor (HCS Regulations)
19. OHS 19 SHE Committee Members
20. OHS 17 Health & Safety Reprehensive



CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

If a Party is required to disclose confidential information as contemplated in this clause, such Party will:

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

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent

Confidential



that it lawfully and reasonably can;

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

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

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

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

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

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

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

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

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

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

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

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



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

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

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2024.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2024.

BIDDER'S DISCLOSURE

3. PURPOSE OF THE FORM

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

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

4. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? **YES/NO**

- 3.3.1 If so, furnish particulars:

.....

.....

4 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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