

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NUMBER: BFIA7266/2023/RFP**

**TITLE OF PROJECT: REQUEST FOR PROPOSALS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE UNDERGROUND MAIN WATER LINE AND SERVICE ROADS PROJECT FOR A PERIOD OF 36 MONTHS 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 **REQUEST FOR PROPOSALS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE UNDERGROUND MAIN WATER LINE AND SERVICE ROADS PROJECT FOR A PERIOD OF 36 MONTHS AT BRAM FISCHER INTERNATIONAL AIRPORT**

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**Contents:**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Works

Part C4 Site Information

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**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 **REQUEST FOR PROPOSALS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE UNDERGROUND MAIN WATER LINE AND SERVICE ROADS PROJECT FOR A PERIOD OF 36 MONTHS 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:**

.....

..... (in words).

R.....(in figures)

**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**

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Name & signature of witness	<i>(Insert name and address of organisation)</i>	Date
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**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.

	<u><b>For the Employer</b></u>	<u><b>For the Bidder</b></u>
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
<b>Name and Address</b>	<b>Airports Company South Africa SOC Limited</b> Bram Fischer International Airport 1 Old Thaba Nchu Road, Bloemfontein	.....
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	Payment mechanism	<b>G: Term Contract</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options of the NEC3 Professional Services Contract (June 2005)	<b>X1: Price adjustment for inflation (applicable to site staff only)</b>
		<b>X2: Changes in the law</b>
		<b>X9: Transfer of rights</b>
		<b>X10: The Employer's Agent</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
10.1	The <i>Employer</i> is (Name): Address  Tel No. Fax No.	<b>Airports Company South Africa Limited Bram Fischer International Airport 1 Old Thaba Nchu Road Bloemfontein 4407  051 407 2200</b>
11.2(9)	The <i>services</i> are	<b>Professional Engineering Services</b>

11.2(10)	The following matters will be included in the Risk Register	<b>Availability of Costing information</b> <b>Access to Site</b> <b>Deviations from Programme &amp; cash flow</b> <b>Quality and correctness of cost estimates</b> <b>Occupational Health &amp; Safety</b>
11.2(11)	The Scope is in	<b>Part C3 – The Scope of the Works and reference to be made to Clause Z(C) of the Contract Data.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 days</b>
13.6	The <i>period for retention</i> is	<b>5 years from date on which the certificate of final completion is issued</b>

## 2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	<table border="1"> <thead> <tr> <th></th> <th><b>access to</b></th> <th><b>access date</b></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>All As-built Information &amp; existing services</td> <td>Upon award of the project(s)</td> </tr> <tr> <td>2</td> <td>All relevant areas in the Airport</td> <td>Upon award of the project(s)</td> </tr> <tr> <td>3</td> <td>Traffic forecast data if available</td> <td>Upon award of the project(s)</td> </tr> </tbody> </table>		<b>access to</b>	<b>access date</b>	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)
	<b>access to</b>	<b>access date</b>												
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.	<b>The date of the employer signing the form of offer and acceptance.</b>												
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is.	<b>Upon issue of the final completion certificate</b>												
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th></th> <th><b>Condition to be met</b></th> <th><b>key date</b></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>		<b>Condition to be met</b>	<b>key date</b>	1	N/A		2			3		
	<b>Condition to be met</b>	<b>key date</b>												
1	N/A													
2														
3														
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	<b>Within 2 weeks of the Contract Date</b>												
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	<b>4 weeks.</b>												

<b>4</b>	<b>Quality</b>		
40.2	The quality policy statement and quality plan are provided within	<b>4 weeks of the Contract Date.</b>	
42.2	The <i>defects date</i> is	<b>52 weeks after Completion of the project</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i>	<b>Invoice submission: 25th day of each successive month.</b>	
51.1	The period within which payments are made is	<b>30 days</b>	
51.2	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR).</b>	
51.5	The <i>interest rate</i> is	<b>1% per annum above the prime rate of the South African Reserve Bank</b>	
<b>6</b>	<b>Compensation events</b>	<b>No data required for this section of the conditions of contract.</b>	
<b>7</b>	<b>Rights to material</b>	<b>No data required for this section of the conditions of contract.</b>	
<b>8</b>	<b>Indemnity, insurance and liability</b>		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	<b>Event</b>	<b>Cover</b>	<b>Period following Completion of the whole of the services or earlier termination</b>
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	<b>Refer to C1.4</b>	<b>Minimum of 4 years</b>
	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>	<b>Refer to C1.4</b>	<b>Minimum of 4 years</b>

	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	
<b>9</b>	<b>Termination</b>	No data required for this section of the <i>conditions of contract</i> .	
<b>10</b>	<b>Data for main Option clause</b>		
<b>G</b>	<b>Term Contract</b> The <i>percentage rates for remuneration calculation</i> is in	ECSA 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	
<b>11</b>	<b>Data for Option W1</b>		
	<ul style="list-style-type: none"> <li>The Adjudicator is</li> </ul>	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"> <li>The adjudicating nominating body is</li> </ul>	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	<b>Arbitration</b>
W1.4(5)	<i>The arbitration procedure is</i>	<b>The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> <li>• if the Parties cannot agree a choice or</li> <li>• if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>Chairman for the time being of the Association of Arbitrators or its successor body</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	
X2.1	The <i>law of the project</i> is	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
<b>X9</b>	<b>Transfer of rights</b>	
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> .	
<b>X11</b>	<b>Termination by the Employer</b>	
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 <ul style="list-style-type: none"> <li>• the forecast of the final total of the Prices in the absence of termination and</li> <li>• the total of the other amounts and costs included in the amount due on termination</li> </ul>	
<b>X18</b>	<b>Limitation of Liability</b>	

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	<b>No liability</b>
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:	<b>The Total of the Prices</b>
X18.3	The <i>end of liability date</i> is:	<b>1 (one) year after Completion of the whole of the services or earlier termination</b>

<b>Z(A)</b>	<b><i>Amendments to the Core Clauses</i></b>	
	None.	
<b>Z(B)</b>	<b><i>Amendment to the Secondary Option clauses</i></b>	
	None.	
<b>Z(C)</b>	<b><i>Additional conditions of contract</i></b>	
Z(C)1	"Main Option G: Term 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 3 to 6 of the ECSA 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	The Consultant commits to retain key personnel with the required level of expertise as proposed in this bid. 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.

## 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</i> key persons are:	
	1 Name:	
	Job:	Civil Engineer (project Lead)
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job:	Civil/Mechanical Engineer (Bulk water and water reticulation)
	Responsibilities:	
	Qualifications:	
	Experience:	
	3 Name:	
	Job:	Resident Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	

11.2(3)	The <i>completion date</i> for the whole of the services is	<b>Date on which the certificate of final completion is issued.</b>	
11.2(10)	The following matters will be included in the Risk Register	<b>Availability of Costing information</b> <b>Access to Site</b> <b>Deviations from Programme &amp; cash flow</b> <b>Quality and correctness of cost estimates</b> <b>Occupational Health &amp; Safety</b>	
25.2	The <i>Employer</i> provides access to the following persons, places and things	<b>access to</b>	<b>access date</b>
		1	<b>All As-built Information &amp; existing services</b> <b>Upon award of the project(s)</b>
		2	<b>All relevant areas in the Airport</b> <b>Upon award of the project(s)</b>
		3	<b>Relevant Engineering, Operational and Maintenance Personnel of ACSA</b> <b>Upon award of the project(s)</b>
		4	<b>Traffic forecast</b> <b>Upon award of the project(s)</b>
<b>G</b>	<b>Term Contract</b>	<b>Term Contract</b>	

## C1.4 INSURANCE REQUIREMENTS

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

### 4.1. Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000;
- Contractors / consultants should re-insure the deductible.

### 4.2. Public Liability

- In the event of a claim brought against the contractor / consultant for 3<sup>rd</sup> party property damage, the contractor / consultant will be responsible for a deductible (excess) of R525 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 R750 000;
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000;
- Contractors / consultants should re-insure the deductibles.

### 4.3. Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 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 R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 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 Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000 construction Management Professions Act, 48 of 2000. Government Gazette: BOARD NOTICE 669 OF 26 MARCH 2021 or as per Condition 2 stated below.	
C2.2	Basis of Fee Remuneration as per above guideline.	

## C2.1 Price Schedule

### PERCENTAGE FEES ADJUSTMENT SCHEDULE

#### CONDITIONS:

1. The published Government Gazetted ECSA Fee Scale valid for the month of award of the project will be applicable throughout the specific project life cycle.

<b>Pricing Assumption</b>
The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000 construction Management Professions Act, 48 of 2000. Government Gazette: BOARD NOTICE 669 OF 26 MARCH 2021

2. Project Estimate

Project Description / Name: <b>PROVISION OF PROFESSIONAL ENGINEERING CONSULTANTS FOR THE UNDERGROUND MAIN WATER LINE AND SERVICE ROAD PROJECT AT BRAM FISCHER INTERNATIONAL AIRPORT</b>	
Service Roads Scope of Works	R22 000 000.00
Underground Main Waterline Scope	R37 000 000.00
<b>Total estimated Project Cost (Excluding Fees and VAT)</b>	<b>R 59 000 000.00</b>
Estimated Construction Duration	36 Months

#### 3. Adjustment of fees:

- a. Estimated fees based on the estimated cost to complete will be adjusted once the stage 3 (Design Development) estimate is approved through internal and/or external governance processes. No works for stage 4 (Documentation and Procurement) will commence until the employer's agent confirms all applicable governance processes have been successfully concluded.
- b. The employer reserves its rights to adjust fees if a change request which affects the project value is approved. Approvals are to be obtained through internal and/or external governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- c. The employer reserves its right to adjust fees based on the Estimated Cost to Completion to justify the recovery of fees from the consultant if the consultant is overpaid. Approvals are to be obtained through internal and/or external governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- d. The final fees calculation will be determined upon the successful completion of the project stage 6 (Close-Out)

**NO adjustment of fees during claiming process will be accepted if the necessary approvals have not been received.**

#### 4. Partial payment of fees:

- a. The consultants can only claim for stage three, four and six upon completion of each stage. Completion of a stage includes acceptance and approval of reports (deliverable) through the necessary governance processes. Stage will not be completed until the employer's agent confirms all applicable governance processes have been successfully concluded.
- b. If there is no confirmation/feedback from the employer's agent within 30 days of the submission of the report, then the consultant shall be entitled to claim 80% of the fees for the stage due for completion.

#### 5. 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) Disbursements will be paid at cost. The onus sits with the consultant to provide proof and Approval.
6. Contingency: The allocation of the contingency is at the sole discretion of the employer and may be allocated in whole or in part.
  7. 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.
  8. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
  9. 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.

10. Costs for all methods of communication are included in the fee and/or rates.
11. Special printing requirements are included in the fee and/or rates.
12. Provision of standard computer hardware and software are included in the fee and/or rates.
13. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates.
14. 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.
15. 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.
16. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
17. Construction estimate: The construction estimates on which the basic fee may be based on is **R59,000,000.00**.
18. For the purpose of competitive pricing, the contract has allowed a total maximum amount of **R286 000.00** for CSDG. This item will be paid per at an hourly rate of **R148.95**. See **Section 16** under Part 3: Scope of works.

#### 19. 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:

Airside Induction Training (AIT): R 595.70

AVOP (Airside Vehicle Operators Permit): R595.70

Cost of Permanent Personal Permit: R196

Cost of Temporary Personal Permit: R 595.70

1 day vehicle permit: R39

Permanent vehicle permit: R916.00

Radio License: R 3099

Radio cost: Approximately R 4040

Cost of Escort :

Escort Only: R 2500

- Vehicle + Escort + Radio: R 5500

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

## 20. MAIN PRICING SCHEDULE

Underground Main Water line and Service Roads Project at BFIA					
Professional Services and fees per project stage (Main Pricing Schedule)					
Item	Description	Price Excluding VAT		Price Including VAT	
Stage 3: Design Development	<i>Basic fees are not fixed but are based on a percentage of the construction value. This contract's basic fee is _____% of the estimated construction value.</i>  <i>Items under this section (for each stage) are to be carried over from the Civil Engineer, Civil/Mechanical (Bulk Water Reticulation) Engineer Pricing Schedule.</i>	R		R	
Stage 4: Documentation and procurement		R		R	
Stage 5: Construction		R		R	
Stage 6: Close-out		R		R	
<b>Subtotal 1</b>		R		R	
Disbursements	<i>All Prices shall remain fixed for the duration of the contract.</i>	R	40 000.00	R	46 000.00
Special testing and Surveying		R	600 000.00	R	690 000.00
<b>Subtotal 2</b>		R	<b>640 000.00</b>	R	<b>736 000.00</b>
Site Supervision	Full time (level 3) site supervision for a period of 10 Months.	R		R	
Appointment of Civil Engineering Student/Graduate	For the purpose of competitive pricing, the contract has allowed a total maximum amount of <b>R286 000.00</b> for CSDG. This item will be paid per at an hourly rate of <b>R148.95</b> .	R	R286 000.00	R	R328 900.00
<b>Subtotal 3</b>		R	<b>R286 000.00</b>	R	<b>R328 900.00</b>
Contingencies @10% of subtotal 1 + 2 + 3	This contingency amount shall remain fixed for the duration of the contract	R		R	
Subtotal 4		R		R	
<b>Total Fees (subtotal 1+2+3+4)</b>		R		R	
Add 15% VAT		R			
<b>Total Fee including VAT</b>	<i>Total to be carried to form of offer and acceptance</i>	R			

## 21. Civil Engineer Cost:

**Underground Main Water line and Service Roads Project at BFIA**

**Professional Services and fees per project stage (Civil Engineer - Lead )**



Item	Description	Price Excluding VAT		Price Including VAT	
Stage 3: Design Development	<i>Basic fees are not fixed but are based on a percentage of the construction value. This contract's basic fee is _____% of the estimated construction value.</i>  <i>Fee (for every stage) to be carried over to the main pricing schedule.</i>	R		R	
Stage 4: Documentation and procurement		R		R	
Stage 5: Construction		R		R	
Stage 6: Close-out		R		R	
<b>Subtotal 1</b>		<i>Sub-total 1 to be carried to the main pricing schedule.</i>	R		R

## 22. Mechanical Engineer Cost

**Underground Main Water line and Service Roads Project at BFIA**

**Professional Services and fees per project stage (Civil/Mechanical Engineer – bulk water and water reticulation)**



Item	Description	Price Excluding VAT		Price Including VAT	
Stage 3: Design Development	<i>Basic fees are not fixed but are based on a percentage of the construction value. This contract's basic fee is _____% of the estimated construction value.</i>  <i>Fee (for every stage) to be carried over to the main pricing schedule.</i>	R		R	
Stage 4: Documentation and procurement		R		R	
Stage 5: Construction		R		R	
Stage 6: Close-out		R		R	
<b>Subtotal 1</b>		<i>Sub-total 1 to be carried to the main pricing schedule.</i>	R		R

## 23. Calculation of Graduate Engineer/Technologist/Technician cost:

<b>Provision for any additional works Hourly Rates</b>		
<b>Description</b>	<b>All-inclusive rate</b>	
	<b>Excluding VAT</b>	<b>Including VAT</b>
Civil Engineer		
Civil/Mechanical Engineer (Bulk Water and Water Reticulation)		
Graduate Engineer/Technologist/Technician <i>(This rate shall be for any work carried out by the graduate under this contract)</i>	<b>R148.95.</b>	<b>R171.29</b>

## Part C3: Scope of work

### C3.1: Details of the Project

#### 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 Bram Fischer (KSIA). The other sites are, Bram Fischer (BFN), Upington (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

This project consists of two projects that were brought together for ease of execution. The first project is the underground main water line project which addresses the water supply challenges at BFIA and the second project is the Service Road project which addresses road infrastructure challenges at the airport.

Both projects were initiated pre-covid and delivered up to Stage 3: Design Development but had to be halted due to the challenges that the business was faced with during COVID 19. ACSA is now ready to implement both projects and due to the locality of the projects a decision to combine both projects was taken for ease of execution.

Objectives of the project are as follows:

##### **Main water lines:**

1. Upgrade the main water line that is running through the terminal building basement complete with isolation valves.
2. Construct new domestic water line from Mangaung Municipality at Masselspoort water line to provide an additional water feeder to the airport reservoirs.
3. Installation of two new water bore holes on airport for emergency situations during municipal water shutdowns.
4. Upgrade the fire water pump to comply with SANS and ASIB Regulations.
5. Removal of old asbestos pipe.

6. Replacing all eight (8) hydrant boosters including pipelines
7. Re-establish the other leg of the booster pipeline that was previously blanked off to increase the hydrant boosters by an additional two (2) taking the total hydrant boosters to ten (10).
8. The upgrading the fire hydrant water line to a minimum of 5 bar when 2 out of 10 fire hydrants are opened simultaneously

### **Service Roads:**

1. Provision of land-side access for solar plant farm and reservoir pump station including the road to the solar plant. This entails new junctions/intersection to the facilities.
2. Provision of all-weather surface to the land-side truck turning circle, which is predominantly used by heavy vehicles.
3. Repair of the concrete standing panels outside of the fire station (air-side).
4. Rehabilitation of the airside service road adjacent to the main terminal building.
5. Provision of all-weather surfaced road around the maintenance complex.
6. Rehabilitation/improvement of the stormwater management associated with the service roads.

### **3. Employer's Objectives**

The employer's objective is to render the construction site that was left incomplete by the outgoing contractor safe and functional to meet traffic demand until 2027. Works affected are fuel lines and pumps, electrical, pavements, aprons and stormwater drainage.

### **4. Scope of work**

The appointed Professional Engineering consultant shall be responsible for the assessment of work done, quantification of remaining work and prioritization of critical works that need to be completed in the immediate term.

The multi-disciplinary team to be appointed as part of this tender will be comprised of the following

- Civil Engineer (Project Lead)
- Civil/Mechanical Engineer (Bulk water and Water reticulation)
- Resident Engineer
- Civil Engineering Graduate

The consultant shall carry out the duties in line with the ECSA guidelines. Services required under this contract in addition to the ECSA guidelines, are summarized as follows:

#### **4.1. Stage 3 – Design Development:**

- 4.1.1. Assessment of construction works completed to date, this includes (but not limited to) performing FWD, DCP's, slope and drainage audits on works completed to establish the quality of work done.

- 4.1.2. Assess damage caused by weathering on temporary and permanent works abandoned by the outgoing contractor.
  - 4.1.3. Review the original needs assessment and assist the client in prioritizing immediate work that needs to take place.
  - 4.1.4. Review designs from previous consultant and update where required.
  - 4.1.5. Engage with the end user to establish a feasible solution.
- 4.2. **Stage 4 – Procurement and documentation:**
- 4.2.1. Prepare detailed procurement documentation, contract documentation, bill of quantities and outline transformation objectives for the procurement of suitable contractors.
  - 4.2.2. Assist the client in financial audit of the bids. Market analysis of the bids.
  - 4.2.3. Prepare detailed pre-construction documents such as Notification of Works, Construction sequencing diagrams, Security Permit Applications and other activities necessary to gain approvals from primary stakeholders at the airport prior to commencement of works on site.
- 4.3. **Stage 5 – Construction Supervision and administration**
- 4.3.1. Appoint a full-time resident engineer to supervise works onsite.
  - 4.3.2. Assist and support the quantity surveyor in payments certification.
  - 4.3.3. Manage construction activities with the airport operations with the aim of ensuring that construction works have a very minimal negative impact to airport airside operations and airside safety.
  - 4.3.4. Provide progress reports to the client.
  - 4.3.5. Assist with monitoring and measurement of the contractor's performance against transformation objectives.
- 4.4. **Stage 6 – Project close out: Prepare a project close out report.**

## 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. Meetings:

### Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Bidder will be expected to attend fortnightly Project Board management meetings and progress meetings with the Employer.

### Design Development Meetings

The Bidder shall be required to attend design development and technical review meetings with the design team and designated representatives of the Employer. These meetings will be structured to gain final approval of the Employer for all design aspects of this work.

### Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Bidder shall attend all site meetings with the Employer and contractor present.

### Ad-hoc Meetings

The Bidder will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, to address specific issues as and when the need arises.

### General

The Bidder shall be represented at all meetings by at-least one of the key personnel.

## 7. The responsibilities of the appointed consultant shall include, but not be limited to:

- All obligations as per ECSA stages 3 - 6.

## 8. 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.

## 9. 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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.

#### **15. 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.

## 16. Personnel requirements

### 16.1. Key persons

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.

All key personnel are to meet the requirements as indicated in the functionality evaluation section. Should the proposed individual not be available after appointment, the consultant must replace them with an individual that meets the same requirements in functionality evaluation (Section 5; 5.5. of this document).

### 16.2. CIDB Build Program Contract Skills Development Goals (CSDG)

This section of the section of the contract shall be read along with the Standard for Developing Skills through Infrastructure Contracts 28 April 2023 (the Standard).

The consultant shall achieve in the performance of the contract the contract skills development goal established in this Standard for developing skills through infrastructure contracts.

(a) **Sanction:** In the event that the contractor fails to provide reasonable explanation to the employer for any failure to achieve the contract participation goal, the sanctions as agreed in the contract shall apply.

(b) **CSDG** applicable for this contract is:

The minimum CSDG shall be expressed in hours and shall no be less than the professional fees in Millions (excluding allowance of the for CSDG) of Rand multiplied by 150.

Example: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is  $R5.6m \times 150 = 840$  hours.

(c) For the purposes of this contract, credits towards the CSDG shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners and/or professional candidates in accordance with the standard.

This means only method 3 and or method 4 shall be applicable to this contract.

(d) For the purpose of competitive pricing, the contract has allowed a total maximum amount of **R286 000.00** for CSDG. This item will be paid per at an hourly rate of **R148.95**.

## C3.2 Government's Programme for Broad-Based Black Economic Empowerment

### C3.2.1 SCOPE

#### 1. GOVERNMENT POLICY

There is a compelling need to elevate development of previously disadvantaged individuals and enterprises, and leadership. ACSA is required to establish the framework for the development of previously disadvantaged individuals and enterprises.

The objective of ACSA is to promote equity ownership across the different contracting categories and grades, as well as improving skills and performance in the delivery and maintenance of capital works across the public sector.

#### 2. APPLICABLE LEGISLATION

All tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following: -

- 2.1 Public Finance Management Act No. 1 of 1999;
- 2.2 Preferential Procurement Policy Framework Act No. 5 of 2000;
- 2.3 The Constitution of South Africa
- 2.4 Broad-Based Black Economic Empowerment Act No. 53 of 2003
- 2.5 National Small Business Amendment Act No. 26 of 2003

### C3.2.2 DEFINITIONS

- 1) **BBBEE**  
Broad-Based Black Economic Empowerment
- 2) **BO**  
Black Owned
- 3) **BWOYO**  
Black Woman Owned, Youth Owned
- 4) **CIDB**  
Construction Industry Development Board
- 5) **CPG**  
Contract Participation Goals
- 6) **EME**  
Exempted Micro Enterprise
- 7) **ISO**  
Quality management systems standards
- 8) **JV**  
Joint Venture
- 9) **NCDP**  
National Contractors Development Programme
- 10) **PPPFA**  
Preferential Procurement Policy Framework Act
- 11) **PWPDO**  
Persons with Physical Disability Owned
- 12) **SADC**  
Southern African Development Community
- 13) **TSS PPM**  
Technical Services Solutions – Project Portfolio Management

TABLE A

Size	Total Gross asset value (fixed property excluded) (less than)	Total annual turnover (less than)	Total full time equivalent of paid employees (less than)
Medium	R 5 m	R 26 m	200
Small	R 1 m	R 6 m	50
Very Small	R 0.5 m	R 3 m	20
Micro	R 0.1 m	R 0.2 m	5

### C3.2.3 CONTRACT PARTICIPATION

Airports Company South Africa aims to contract predominantly with Empowering Suppliers per the definition in P010 004P (ACSA internal transformation policy) were this relates to:

- an increase in local production,
- raw material beneficiation
- retention and employment of black people
- the transfer of skills to black owned EME's and QSE's.

#### 1. Contract Participation Goals (CPG)

CPG refers to the extent to which the contracted resources achieve predetermined transformation objectives, expressed as a percentage (%) of the contract value. Bidders are expected to achieve this target by the end of the project.

2. Bidders are to submit to submit a transformation proposal meeting the CPG target for all contracts over R1m including VAT.

3. CPG for this contract will be at 50% which will consist of the following B-BBEE elements:

- 3.1. Equity (Target 50%): 40% weighting.
- 3.2. Management (Target 50%): 10% weighting
- 3.3. Enterprise and supplier development: 50% weighting
- 3.4. Socio Economic Development: 2.5% weighting

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer **may** subcontract up to 30% of the contract value to entities that are women owned, youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.

5. In the event that the Contractor/consultant fails to substantiate that any failure to achieve the contract participation goal relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Contractor's control which may be acceptable to the Employer, the Contractor/Consultant shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = (0,15 \times (D - Do) \times CA) / 100$$

- where D is the tendered contract participation goal percentage;
- Do is the contract participation goal which the Employer's representative, certifies based on the credits passed, as being achieved upon completion of the contract;
- CA is the contract amount.
- P is the monetary value of penalty payable

No financial award is due for over performance on CPG.

6. Sample score sheet for Calculation of Contract Participation goals

Transformation score sheet								
<i>(Only Populate the white blocks/cells)</i>								
Ownership target 51%	Method 1	% of contract executed by prime contractor	% Black Ownership	Effective	Total CPG/ Element	Weighting CPG	Contract CPG	
		70%	51%					0,357
	Method 2	% contract being executed by targeted JV Partners	% Black Ownership					0,2
		20%	100%					
	Method 3	% Black Ownership		0,3		34%		
		30%	100%		86%	40%		
Management target 51%	Method 1	% of contract executed by prime contractor	% Management	Effective	Total CPG/ Element	Weighting	Contract CPG	
		50%	51%					0,255
	Method 2	% contract being executed by targeted JV Partners	% Management					0,2
		20%	100%					
	Method 3	% Management		0,3	76%	10%	8%	
		30%	100%					
ESD	Method 2	% contract being executed by targeted JV Partners	% Black management	Effective	Total CPG/ Element	Weighting	Contract CPG	
		20%	100%					0,2
	Method 3	% on contract being executed by targeted subcontractors	% Black management					
		30%	100%					0,3
					50%	50%	25%	
							67%	

## **Part C4: Site Information**

The site of the works is Bram Fischer International Airport

The works will be conducted on airside and landside 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.