

Tender Reference Number: COR77052024RFP

REQUEST FOR PROPOSAL (RFP) FOR ENERGY PERFORMANCE CERTIFICATES FOR A PERIOD OF SIXTY (60) MONTHS TO AIRPORTS COMPANY SOUTH AFRICA.

22 January 2025

NAME OF BIDDER: _____
(Bidding Entity/Company)

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	COR77052024RFP	CLOSING DATE:	21 February 2025	CLOSING TIME:	12:00pm
DESCRIPTION	Request for Proposal (RFP) for Energy Performance Certificate at ACSA buildings				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TENDER BOX A					
THIRD FLOOR TERMINAL A BUILDING, NORTH WING OFFICES FOLLOWING AIRCRAFT VIEWING DECK SIGNS. O.R. Tambo International Airport 1 Jones Road, Kempton Park, Gauteng, South Africa 1632					
Tender Box will be at the Third Floor Terminal A Building Wing Offices (NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Kgomotso Monyeki		CONTACT PERSON	Kgomotso Monyeki	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	Kgomotso.monyeki@airports.co.za		E-MAIL ADDRESS	Kgomotso.monyeki@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>	<input type="checkbox"/>
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED (ACSA) INVITES
SUITABLY QUALIFIED SERVICE PROVIDERS TO BID FOR THE:**

**REQUEST FOR PROPOSAL (RFP) FOR ENERGY PERFORMANCE CERTIFICATE AT ALL
ACSA BUILDINGS**

Bid Number: : COR77052024RFP

Issue Date : 22 JANUARY 2025

**Compulsory Virtual
Briefing Session** : 29 JANUARY 2025 at 10:00 am – 11:00 am

**Non Compulsory Site
Visits** : 03 FEBRUARY 2025 - 11 FEBRUARY 2025

Bid Closing Date and Time : 21 FEBRUARY 12:00 pm

CONTENTS	
The Bid	
Section 1 - Instructions to Bidders	
Section 2 – Background and Purpose	
Section 3 – Evaluation Criteria	
Section 4 – Returnable Documents & Schedules	
	Generic returnable documents/schedules are indicated in black font
	Discipline Specific returnable documents/schedules are indicated in blue font
The Contract – <i>Attached in Appendix 1 (NEC 3 PSC)</i>	
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
Part C2: Pricing Data	
C2.1	Pricing Instructions
C2.2	Pricing Schedule
Part C3: Scope of Work	
3.1	Detailed Scope of works
Part C4: Site Information	
<u>APPENDICES (Attached Separately):</u>	
<u>Appendix 1 – NEC 3 PSC – EPC Contract</u>	
<u>Annexure H – VAT Questionnaire</u>	

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tender document is available from **22 January 2025** for free download from National Treasury's e-Tender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Kindly print and complete.

1.2 Submission of bid documents

- The bidder must **submit bids in Printed and Electronic format.**
Printed format (1 Original and 1 Copy)
- The printed original will be legal and binding. In the event of discrepancies between any of the submitted documents; the printed original will take precedence.
- Bidders are requested to submit all bids in the format instructed.
- 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 bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents.
- Bids must be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Tenderer's name and contact details, Tender Reference Number, Tender Description, details of the Tender Management /SCM Office where the bid will close.
- Submit printed returnable documents separately as follows:
 - a) **Generic information pertaining to the tender (Original and Copy)**
(e.g This tender document and the attached contract document fully completed and signed together with the necessary/relevant returnable documents and schedules)
 - b) **Specific Information for Each Discipline (Original and Copy):**
Each Discipline file to include completed, signed returnable information specific to the discipline being tendered for.
(e.g. Functionality Requirements and Returnable documents/schedules, Scope of service, Pricing Instruction and Schedule, Separate Form of Offer for each discipline C1.1 in contract document etc...)

BID DOCUMENTS MUST BE SUBMITTED ON OR BEFORE 12:00 PM ON 21st February 2025 TO THE FOLLOWING ADDRESS:

Tender box is located at:

TENDER BOX A

THIRD FLOOR TERMINAL A BUILDING, NORTH WING OFFICES
FOLLOWING AIRCRAFT VIEWING DECK SIGNS.

O.R. Tambo International Airport

1 Jones Road, Kempton Park, Gauteng, South Africa

1632

(NB: Tender Deposit Register must be completed and signed by person depositing/dropping off the bid documents)

1.2. Alternative Bids

Alternative bids will not be accepted.

1.3. Late Bids

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

There will not be a public opening of tender documents.

1.4. Clarification and Communication

Name: Kgomotso Monyeki

Email: Kgomotso.monyeki@airports.co.za

1.4.1. Request for clarity or information on the bid may only be requested until 13 February 2025. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

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

1.5. Compulsory Virtual Briefing Session

1.5.1 Compulsory Virtual Briefing Session

A compulsory virtual briefing session will be held on **29 January 2025 at 10:00 AM – 11:00 AM** through teams' details are as follows:

Potential bidders are invited and encourages to attend the Compulsory virtual briefing session in order to obtain clarity of this tender. Potential bidders are requested to register for the briefing session by sending an email to Kgomoitso.monyeki@airports.co.za by end of business, 27 January 2025 in order for an invite to be sent to all potential bidders that have registered for the briefing session.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTE4NTIwOTQ0NjcwMi00ODcyLWE5MGUyYjRiOTc5NmQ2NzQ0%40thead.v2/0?context=%7b%22id%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22oid%22%3a%22d8b02d69-79d2-4c63-846d-724f87077e64%22%7d

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 387 470 687 061

Passcode: zA7UN7GN

Dial in by phone

[+27 21 834 0841, 122335990#](#) South Africa, Cape Town

[Find a local number](#)

Phone conference ID: 122 335 990#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

1.5.2 SITE VISIT AND CLARIFICATION

DATE VISIT	SITE	CONTACT NAME	TIME	EMAIL ADDRESS
3 February 2025	WP ORTIA	Rhulani Mabasa	10:00 – 12:00	rhulani.mabasa@airports.co.za
4 February 2025	CTIA	Nkosinathi Khumalo	10:00 – 12:00	nkosinathi.khumalo@airports.co.za
5 February 2025	KSIA	Purity Shandu	10:00 – 12:00	purity.shandu@airports.co.za
6 February 2025	CDSIA	Malwande Sityoshwana	10:00 – 12:00	malwande.sityoshwana@airports.co.za
7 February 2025	KIM	Tlotlego Matlhare	10:00 – 12:00	tlotlego.matlhare@airports.co.za
7 February 2025	BFIA	Phiwe Mvinjelwa	13:00 – 15:00	phiwe.mvinjelwa@airports.co.za
10 February 2025	UPN	Clayton Karna	10:00 – 12:00	clayton.karna@airports.co.za
11 February 2025	KPA	Samkelo Luyenge	10:00 – 12:00	sam.luyenge@airports.co.za

1.6. Bid Responses

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

1.6.1 SUB-CONSULTING:

Where bidders choose to sub-contract / sub-consult, the sub-consultants information must be provided as well.

Bidders must not sub-contract / sub-consult more than 30% of their services in each tendered discipline.

1.6.2 JOINT-VENTURE (JV)

Where bidders choose to JV, all the necessary JV documentation must be submitted.

A company cannot be part of a JV and bid on it's own for the same Discipline – both bids will be disqualified.

1.6.3 CONSORTIUMS:

No Consortium bidding will be acceptable for this tender.

1.7. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this bid.
- 1.7.2. Split the award of this bid.
- 1.7.3. Negotiate with all or some of the shortlisted bidders.
- 1.7.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allow.
- 1.7.5. To reject the lowest acceptable bid received; and/or
- 1.7.6. Cancel this bid.

1.8. Validity Period

- 1.8.1. ACSA requires a validity period of **One Hundred and Twenty (120)** business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

1.9. Confidentiality of Information

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

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

SECTION 2: BACKGROUND AND PURPOSE

2.1 Background and/or Purpose of this Bid

On 8 December 2020, a notice was published in the Government Gazette making the display of a SANS 1544 Energy Performance Certificate (EPC) mandatory. The certificate will have to be submitted to the South African National Energy Development Institute (SANEDI) as well as be publicly displayed at the entrance of all Airports Company South Africa (ACSA) building. From the 8th of December 2025, it will be illegal to be without an EPC.

An Energy Performance Certificate (EPC) is an official document issued by an accredited body, indicating the energy performance of that specific building in line with South African National Standard (SANS) 1544:2014 Energy Performance Certificates for buildings.

The energy performance is defined in the regulations as the net energy consumed in kilowatt-hours per square meter, per year (kWh/m²/yr) to meet the different needs associated with the use of a building. This includes energy usage for purposes such as HVAC, lighting and water heating. an EPC is valid for no longer than 5 years.

A reputable service prover needs to be appointed to conduct EPC registration for all ACSA buildings throughout the period of this contract.

Implementation of the EPC guidelines will ensure compliance with government regulations Energy performance grading from each certificate will assist ACSA to identify areas of improvement. ACSA has a carbon neutrality roadmap, approved in February 2018 by the Technical Committee which includes green star rating of ACSA building by GBCSA. Measuring and verification which will be done under EPC is the first step towards green star rated building process.

The service provider is expected to cover the following scope of works:

2.1.1 Programme of works / timeline (Refer to functionality table): This document needs to be kept up to date and be an easy to read excel and PDF that covers the following items:

- A work plan with agreed milestones; deliverables;
- due dates and key dependencies Key invoicing dates and budget management

2.1.2 Issue Energy Performance Certificates (EPC) for each relevant building in accordance

with the South African National Standard SANS 1544: 2014 (as updated) Energy performance certificates for buildings and the Regulations for the Mandatory Display and Submission of Energy Performance Certificates for Buildings. The service provider is expected to carry out all duties relating to the role of the SANAS accredited inspection body and or appointed SANEDI registered professional as laid out in the regulation, included but not limited to:

Obtain a correct certificate number for each EPC from South African National Energy Development Institute (SANEDI).

- Carry out a site visit for each building to verify or complete required measured area or energy data

- Where any Energy Performance Certificate is not accepted by SANEDI, the service provider will be required to update that report until it is compliant and accepted by SANEDI within the required timelines.
- Draft and final versions of each EPC will be reviewed by the ACSA Project Manager / Chief Engineer prior to acceptance of completion.
- The certificate must be provided for each building in PDF format as per the template prescribed by the regulation.

2.1.3 Verify existing data and provide data where data is not available.

Floor areas for EPC issuance: The minimum requirement for EPC issuance is an up-to-date area schedule that accurately reflects the as built building with identifiable spaces; areas and room names. In circumstances where area data (both plans, and area schedules are provided) the below area information will be available:

- Building Name
- Building Plans (where available)
- Area Schedule (where available)
- Physical Address
- Owner of the building
- Occupancy class or classes
- Estimated Gross Floor Area
- Number of Floors
- ERF number

Energy Data for EPC issuance: The service provider will be required to calculate the energy used outside of the net floor area, as buildings are not sub metered to separate these areas out from the reported energy consumption.

In circumstances where energy data is available the below information will be available:

- Energy Data
- Electricity consumption for relevant calendar year in kWh
- Where relevant, the onsite energy production, use and export from any installed photovoltaic systems in kWh.
- Calibration certificates for all meters in metered buildings where available.
- Electricity bills where available for buildings in the Eskom or relevant municipality supply area

2.1.4 Conduct Energy audit at all sites

2.1.5 Where data is not available or not acceptable the appointed service provider will be expected to source or conduct the additional work to complete the data required to provide the EPC. The appointed ACSA project manager will assist the service provider to obtain this data, as far as is reasonably possible.

SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

- 3.1.1 ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made under Mandatory administrative, Functionality/Technical, Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.
- 3.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received.	Mandatory Criteria/ Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate Price and Preference	Post tender negotiations. (If needed)	Security Vetting (If needed)

3.3 Stage 2: Mandatory Criteria Evaluation

- Acceptance of ACSA T&C
- Valid TAX Clearance certificate
- Attendance of compulsory Site Briefing
- Acceptance of the insurance requirements for the project as Part C4.2 of the NEC Contract.

NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.

3.4 Stage 3 - Functionality Criteria Evaluation

The functionality evaluation will be conducted by the Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

BIDDERS ARE TO RESPOND IN ACCORDANCE WITH THE CRITERIA RELEVANT TO THE SELECTED PROFESSIONAL DISCIPLINE THEY ARE TENDERING FOR.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. **The Bidder must score at least the minimum score per criterion and the overall minimum 50 out of 100 points in order to be eligible for further evaluation on Price and Preference (80/20).**

The minimum technical evaluation requirements of each element must be achieved for further evaluation and are as follows.

Phase two – Functionality

- Demonstrate having completed/managed similar projects in the past
- Qualifying bidders will be evaluated on the presentation of the following subcategories:

	Evaluation Criteria	Min	Max Weight
1	Program of works	10	20
2	Project methodology & approach	10	20
3	Company Experience	15	20
4	Technical Manager	10	20
5	Energy Inspector / Assessor	15	20
	Total	60	100

- 1) Programme of works - A written report must be provided wherein bidders should propose the main activities for the implementation of this project indicating clear timelines, Critical path activities, overall demonstration and clear milestones
- 2) Project methodology: Bidders must clearly demonstrate in-depth understanding of the brief through the submission of a detailed works plan, showing the proposed approach and methodology to be deployed in order to meet ACSA requirements. The components of this aspect are detailed below, which will be taken into account during the scoring of the functionality of the tender submission. Proposal must be attached
- 3) Experience of Company: Bidders must clearly demonstrate relative previous experience. The number of years that the entity has been in operation with its focus on issuing Energy Performance certificates and or conducting energy audits will be taken into account during the scoring of the functionality of the tender.
- 4) Experience of professionals: Each key project team member must provide the number of years of experience with regard to Energy Performance Certificates, Building Energy Audits, and/or energy management and verification services or related fields. A CV is to be provided for all key personnel.



- 5) Company structure / organogram incl. subcontracting - Organogram needs to be submitted, which clearly indicates company's overall structure, differentiates between lead and support staff, indicates individuals names, positions and reporting lines and identifies subcontractors

Criteria	Breakdown	Min	Max
1. Programme of works: A written report proposing the main activities for the implementation of this project indicating the following information: <ul style="list-style-type: none"> 1) Clear timelines (start-end dates) 2) Critical path activities with key milestones and tasks laid out 3) An overall demonstration that the registration and certification can be done before the due date of Dec 2025 as per SANEDI requirements. 4) Clear work packages and deliverable milestones. 	No Submission: No programme of works has been submitted	0	20
	Poor: The schedule only addresses one (1) of the required points listed in the requirements of the programme of works document. Document omits important tasks or the timing of the activities and the correlation among them are inconsistent with the methodology statement.	5	
	Satisfactory: The schedule only addresses two (2) of the required points listed in the requirements of the programme of works document. All key activities are included in the activity schedule but are not detailed. There are minor inconsistencies between timing, project deliverables and proposed methodology.	10	
	Good: The schedule only addresses three (3) of the required points listed in the requirements of the programme of works document. The work program fits the methodology well; all important activities are indicated in the activity schedule and their timing and sequence is appropriate and consistent with project objectives.	15	
	Very Good: The schedule addresses all four (4) of the required points listed in the requirements for the programme of works document. Besides meeting the "good" rating, decision points and the sequencing and timing of activities are very well defined indicating the bidder has optimized the use of resources	20	

Criteria	Breakdown	Min	Max
2. Project methodology & approach: A written report must be provided indicating the following: <ol style="list-style-type: none"> 1) The intended methodology and technical approach to the scope of works with specific reference to measuring up buildings and metering of energy sources. 2) Detail of technology for metering when ACSA cannot fulfil the role of metering 3) Detail of measuring and drawing up of facilities to measure areas. 4) Specification of key contractors and or subcontractors related to each work package. 5) Outline of key risk and mitigation approaches. 6) Contingency 	No Submission: No project methodology has been submitted	0	20
	Poor: The schedule only addresses one (1) of the required points listed in the requirements for the project methodology. Overall, the technical approach and / or methodology is poor and is unlikely to satisfy project objectives or requirements	5	
	Satisfactory: The schedule only addresses three (3) of the required points listed in the requirements for the project methodology. The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project.	10	
	Good: The schedule only addresses five (5) of the required points listed in the requirements for the project methodology. The approach is specifically tailored to address the specific project objectives, scope and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The risk factors have been listed which are specific to the project and have sufficient detail	15	
	Very Good: The schedule addresses all six (6) of the required points listed in the requirements for the project methodology document. Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.	20	
2. Company Experience: Bidders must clearly demonstrate relative previous experience. The number of years that the entity has been in operation with its focus	Less than 1 Year	0	20
	>1 - 3 Years	5	
	>3 - 6 Years	15	



Criteria	Breakdown	Min	Max
on issuing Energy Performance certificates, conducting energy audits will be taken into account during the scoring of the functionality of the tender submission. The number of years related to EPC's, Energy efficiency related project in the form of Clients reference letter, Invoice that is accompanied by award letter or a completion Certificate of the work done	>6 years	20	
4. Technical Manager Experience & Qualifications: Provide CV and certified qualification certificate. Hold at least a BTech (NQF Level 7) in Electrical/ Mechanical/ Energy/ Environmental or equivalent and further studies in e.g., engineering, energy management, architecture, quantity surveying and / or business related to the scope of accreditation	>10 years + Higher than BTech	15	20
	>8 – 10 years + BTech	10	
	>5 - 8 years + NQF Level 6 or lower	5	
	Less than 5 years	0	
5. Inspector/Energy Performance Assessor: Good working knowledge of the Energy Act Specific experience in the field of applying the EPC Regulations. Good working knowledge of SANS 10400 - Part XA: Energy usage in buildings SANEDI accredited professionals - https://epc.sanedi.org.za/sanas-bodies	SANEDI Accredited + Submission of 10 Energy Performance Certificates	20	20
	SANEDI Accredited + Submission of 5 Energy Performance Certificates	15	
	Not Accredited	0	
	Total	60	100

3.6 Stage 4 - Price and Preference Evaluation

This is the final stage of the evaluation process, unless prescribed Objective Criteria is used, and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value up to R50 million. A maximum of 80 points is allocated for price based on the following formula:

A maximum of 80 points will be allocated for price based on the following formulae:

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

Where:

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

Please refer to **Pricing Instructions and Schedule - attached separately for each discipline.**

Evaluation of Preference

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

See below Specific goals that must be achieved for this bid:

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

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

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

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

Where a bidder chooses to sub-contract / sub-consult, bidder must not sub-contract / sub-consult more than 30% of the value of the contract.

Criteria for breaking deadlock in scoring:

- 1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 2) If two or more tenderers score equal total number of points in all respects, the award must be decided by the drawing of lots.

ACSA may verify the address of the bidder as presented. A bidder who presents falsified information will be liable for disqualification.

SECTION 4: RETURNABLE DOCUMENTS AND SCHEDULES

a) GENERIC INFORMATION PERTAINING TO THE TENDER (ORIGINAL AND COPY)

(e.g This tender document and the Contract Agreement fully completed and signed together with the necessary/relevant returnable documents and schedules)

4.1 MANDATORY RETURNABLE DOCUMENTS

ACSA will disqualify from the bid process any bidder that has failed to submit mandatory returnable documents and information. 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:

REFER TO SECTION 3 – EVALUATION CRIERIA FOR DETAILED REQUIREMENTS	Completed and/or Submitted [Yes or No]
a) Attendance to compulsory Briefing Session	
b) Acceptance of ACSA T&C	
c) Valid TAX Clearance certificate or Tax PIN	
d) Acceptance of the ACSA's insurance requirements for the project	

4.2 PRICE AND PREFERENCE RETURNABLE DOCUMENTS

4.3.1 PRICING DATA REFER APPENDICES FOR DETAILED REQUIREMENTS	Completed and/or Submitted [Yes or No]
<p>Provide Pricing Data for each Discipline that bidder is tendering for</p> <p>(Refer Appendices):</p> <p>a) Pricing Instructions – Sign bottom right hand side</p> <p>b) Pricing Schedules – Complete as required for</p> <p>BIDDERS WHO CHOOSE TO SUB-CONSULT, MUST NOT SUB-CONSULT/ SUB-CONTRACT MORE THAN 30% OF THEIR SERVICES IN EACH DISCIPLINE TENDERED.</p>	

4.3.2 PREFERENCE RETURNABLE DOCUMENTS AND INFORMATION REFER SECTION 3 – EVALUATION CRITERIA FOR DETAILED REQUIREMENTS	Completed and/or Submitted [Yes or No]
<p>Bidder to provide proof of Preference points being claimed.</p> <ul style="list-style-type: none"> • Provide original or certified copy of Valid sworn affidavit OR • B-BBEE Certificate (and Scorecard) from a SANAS accredited rating agency as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice. • If bidder is a Joint Venture (JV) / Partnership – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency must be provided. • Verifiable medical certificate of report as proof of disability. • SBD4: Bidders Disclosure Form. Bidders must complete and acknowledge Bidder's Disclosure form SBD4. 	



--	--

4.3 OBJECTIVE CRITERIA RETURNABLE DOCUMENTS

N/A

4.4 OTHER RETURNABLE SCHEDULES, DOCUMENTS AND INFORMATION

RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
FORM 4.5.1: Schedule of the Tenderer's Project Experience	
FORM 4.5.2: Key Personnel Summary CV Schedule	
FORM 4.5.3: Schedule of Proposed Sub-consultants (If Applicable)	
FORM 4.5.4: Sub-consultant's Supporting Documents (If Applicable)	
FORM 4.5.5: Certificate of Authority to Sign Tender	
FORM 4.5.6: Certificate of Authority of Joint Ventures (if applicable)	
FORM 4.5.7: Joint Venture (JV) / Partnership Agreement (If applicable)	
FORM 4.5.8: Record of Addenda to Tender Documents	
FORM 4.5.9: SBD 4 Bidder's Disclosure Form	
FORM 4.5.10: SBD 6.1 Preference Points Claim Form	
FORM 4.5.11: Confidentiality and Non- Disclosure Agreement	
FORM 4.5.12: Declaration of Interest Form and Politically Exposed Persons	
FORM 4.5.13: Insurance Commitment	
FORM 4.5.14: Protection of Personal Information (POPI)	
FORM 4.5.15: Acceptance of Terms and Conditions of RFP and Bidder's Particulars	
FORM 4.5.16: Company profile, executive summary, and organogram	
FORM 4.5.17: Tax Pin issued by the South African Revenue Services. (ACSA may not award to a bidder whose tax affairs have not been declared to be in order by SARS)	
FORM 4.5.18: Certificate of Incorporation CIPC Registration documents, Partnership Agreement, and/or Registered Trust Document	
FORM 4.5.19: Certified Copies of Identity documents of Directors, / Trustees / Members / Shareholders	

FORM 4.5.20: Central Supplier Database Report (CSD) If bidder is a JV, must provide a CSD report for the JV.	
FORM 4.5.21: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
FORM 4.5.22: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants.	
FORM 4.5.23: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
FORM 4.5.25: OHS Agreement	
FORM 4.5.26: Occupational Health and Safety Questionnaire	
FORM 4.5.27: This tender Document – fully completed and signed.	
FORM 4.5.28: Complete VAT Questionnaires (Annexure H)	

4.5 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 and in the event where a validity document expires, an updated document must be submitted. The duty is on the winning bidder to provide updated information to ACSA immediately after such information has changed.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

TENDERER / COMPANY EXPERIENCE SUBMISSION (Refer Section 3.4 for more information).

Note: When completing the below forms, Tenderer's must take cognisance of the evaluation criteria in section 3.4:

Attach the completed project reference letter for each submitted project which may contain the following details for evaluation purposes:

- **Client / Company name,**
- **Reference letter on a letterhead from the client / company,**
- **Type of Services Provided,**
- **Value of Project,**
- **Duration of Project,**
- **Client / Client Representative Contact number,**
- **Client / Client Representative Email address,**
- **Reference letter dated,**
- **Reference letter signed by the Client Representative.**

FAILURE TO SUBMIT A REFERENCE LETTER FOR EACH COMPLETED PROJECT WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED.

FORM 4.5.1A: SCHEDULE OF THE TENDERER'S PROJECT EXPERIENCE:

Complete table below and attach compliant reference letters – print and attach reference letters for the listed projects for each discipline. Reference Letters will be used for evaluation of the Tenderers experience.

DISCIPLINE TENDERED: _____

No	Client Name	Client Contact Person's Name	Client Contact Person's Telephone number	Project Name / Title	Description of Professional Services rendered	Project Value in Rands (incl. VAT)	Contract duration (start date and completion date)	Certified copy of reference letter attached? (TICK)
1								
2								
3								
4								
5								
6								

Attach an additional project list at your discretion which must also provide ALL the above required information.

FORM 4.5.2: KEY PERSONNEL EXPERIENCE (Refer Section 3.5 for more information)

Key Personnel Summary CV Schedule: Complete table below and attach relevant detailed CV and a Copy of Valid Professional Registration.

DISCIPLINE TENDERED: _____

Resource Name:	
Resource Surname:	
Nationality:	
Date of Birth:	
Name of current position in tendering enterprise:	
Qualifications: <i>(List and attach copy of degrees, diplomas, Masters and Doctorate)</i>	
Professional registration number (Attach Copy of registration certificate)	
Overview of post graduate working experience <i>(year, organisation and position)</i>	

P.T.O.

FORM 4.5.2A – continued: KEY PERSONNEL EXPERIENCE (Refer Section 3.5 for more information)

<u>LIST ALL COMPLETED PROJECTS IMPLEMENTED IN AN OPERATIONAL ENVIRONMENT:</u>		
PROJECT NAME AND SERVICES RENDERED.	PROJECT VALUE (Note: value refers to total value of project NOT value of fees)	DURATION OF PROJECT (Start and End Dates)
Project Name:		
Services Rendered:		
Project Name:		
Services Rendered:		
Project Name:		
Services Rendered:		
Project Name:		
Services Rendered:		
Project Name:		
Services Rendered:		

(Attach detailed CV of Key personnel to this page)

The undersigned warrants that he / she is duly authorised to do so on behalf of the tendering enterprise and confirms that the contents of this schedule to their knowledge is true and correct.

Signed..... Date.....

Name..... Position.....

Tenderer.....

4.5.3 SCHEDULE OF PROPOSED SUB-CONTRACTOR / SUB-CONSULTANTS (IF APPLICABLE)

DISCIPLINE TENDERED: _____

We notify you that it is our intention to employ the following Sub-Consultant/s for work in this contract.

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

	Name and address of proposed Sub-consultant	Nature and extent of work	% of work to be submitted (not more than 30%)
1.			
2.			
3.			
4.			
5.			

4.5.4 SUB-CONSULTANT'S SUPPORTING DOCUMENTS (IF APPLICABLE)

DISCIPLINE TENDERED: _____

List supporting documents required for subcontractor:

- Letter of Intent / Sub-Consulting Agreement between Main Consultant and Sub-consultant specifying percentage that will be set aside for the sub-consultant and the scope of work that will be executed by the subcontract.
- Central Supplier Database (CSD) Report.
- CIPC certificate.
- Valid B-BBEE Certificate.
- SARS Pin Number.
- Proof of location in Western Cape Province.



FORM 4.5.5: CERTIFICATE OF AUTHORITY TO SIGN TENDER

Insert certified copy of an extract from the minutes of a meeting of the Company Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm – must be on bidder’s letterhead.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

FORM 4.5.6: CERTIFICATE OF AUTHORITY OF JOINT VENTURES / PARTNERSHIP (IF APPLICABLE)

This Returnable Schedule is to be completed by Joint Ventures and Partnerships.

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

Please attach JV / Partnership Agreement stipulation % share of each JV

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

Signed Date

Name Position

Tenderer



FORM 4.5.7: JOINT VENTURE (JV) / PARTNERSHIP AGREEMENT (IF APPLICABLE)

Bidder to attach duly signed JV / Partnership agreement between all the parties.

Signed	_____	Date	_____
Name	_____	Position	_____
Tender	_____		



Form 4.5.8 RECORD OF ADDENDA TO TENDER DOCUMENTS

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tender

Form 4.5.9: BIDDER'S DISCLOSURE**SBD 4****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:

.....
.....

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.

² 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.



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

FORM 4.5.10: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
SBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

Form 4.5.11: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

(“Airports Company”)

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

(“ _____ ”)

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
 - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
 - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
 - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
 - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
 - 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
 - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
 - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
 - 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
 - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
 - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
 - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement; is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving

party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.

- 1.2 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

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

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that –

- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the

disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. COPIES

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

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

5.2.1 where copies of the confidential Information are held;

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

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

6. THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY

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

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

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

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

7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any

costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicile to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
 - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
 - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 202__

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

FORM 4.5.12: DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS 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) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

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

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

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

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

I/We the undersigned _____ (Name) 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

FORM 4.5.13: INSURANCE COMMITMENT

Bidder Acknowledgement

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

Signed _____ Date _____

Name _____ Position _____

Tender _____

Form 4.5.14: PROTECT OF PERSONAL INFORMATION ACT (POPIA)

POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SIGNATURES:

FOR AIRPORTS COMPANY SOUTH AFRICA

SIGNED AT _____ ON THIS _____ DAY OF _____ 2024.

FOR SERVICE PROVIDER

SIGNED AT _____ ON THIS _____ DAY OF
_____ 2023.

FORM 4.5.15: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)

Bid/Proposal Ref No: COR77052024RFP

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Bid/Proposal in respect of the **Professional Services for Terminal Expansion at George Airport** project in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.

- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting Airport Company South Africa
- 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 bid only.
- The undersigned is/are authorized to submit and sign the Bid/Proposal that shall be binding on closure of the Bid/Proposal submission.
- The Bid/Proposal is binding on this Bidder for a period which lapses after one hundred and twenty (120) days calculated from the closing date for Bid/Proposal submission.

Thus done and signed at		on this the		day of		2024
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



FORM 4.5.16: COMPANY PROFILE, EXECUTIVE SUMMARY, AND ORGANOGRAM

Bidder to provide brief summary of their organisation and include their projects resource Organogram relevant to this opportunity with names.

Attach Here

Signed _____ Date _____

Name _____ Position _____

Tender _____



FORM 4.5.17: TAX PIN NUMBER

**ACSA WILL NOT AWARD TO A BIDDER WHOSE TAX AFFAIRS HAVE NOT BEEN DECLARED TO BE IN
ORDERS BY SARS.**

Attach Here

Signed _____ Date _____

Name _____ Position _____

Tender _____



FORM 4.5.18: CERTIFICATE OF INCORPORATION

CIPC Registration documents, Partnership Agreement, and/or Registered Trust Document

Attach Here

Signed _____ Date _____

Name _____ Position _____

Tender _____



**FORM 4.5.19: CERTIFIED COPIES OF IDENTITY DOCUMENTS OF DIRECTORS, / TRUSTEES / MEMBERS
SHAREHOLDERS**

Attach Here

Signed	_____	Date	_____
Name	_____	Position	_____
Tender	_____		



FORM 4.5.20: CENTRAL SUPPLIER DATABASE REPORT (CSD)

(If bidder is a JV, must provide a CSD report for the JV)

Attach Here

Signed	_____	Date	_____
Name	_____	Position	_____
Tender	_____		

FORM 4.5.21 BANK LETTER

Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.

Attach Here

Signed	_____	Date	_____
Name	_____	Position	_____
Tender	_____		



FORM 4.5.22: LETTER OF SOLVENCY

Bidder to provide a Letter of Solvency from auditors or accountants

Attach Here

Signed	_____	Date	_____
Name	_____	Position	_____
Tender	_____		

**FORM 4.5.23: VALID LETTER OF GOOD STANDING ISSUED IN ACCORDANCE WITH THE
COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA).**

Attach Here

Signed _____ Date _____

Name _____ Position _____

Tender _____

Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

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

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

FORM 4.5.25 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA
Physical Address: Western Precinct Aviation Park O.R. Tambo International Airport Kempton Park 1632

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. **"MANDATARY" IS DEFINED AS INCLUDING AN AGENT, A PRINCIPAL CONTRACTOR OR A CONTRACTOR FOR WORK, BUT WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER OR USER OF THE PLANT**
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandataries who utilise the services of their own Mandataries (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming

that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
--

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

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

FURTHER UNDERTAKING

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



ACCEPTANCE BY MANDATARY

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

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Form 4.5.26 OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE

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



2.2	What formal SHE training is provided specifically to				
	<ul style="list-style-type: none"> First line supervisors 				
	Middle and top management				
	Please describe				
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?				
	When is this done and how is it achieved?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				



3.4	How is plant and equipment, which has been inspected identifies as being safe to use?		
3.5	Do you evaluate the SHE competence of all sub-contractors?		
	Please describe how this is achieved and how the results are monitored		
4.	SHE INSPECTIONS	YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans?		
	Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		

6	RISK MANAGEMENT		YES	NO
6.1	Have the following, involved in the execution of your work, been identified?			
	<ul style="list-style-type: none"> Hazards affecting health and safety? 			
	<ul style="list-style-type: none"> The groups of people who might be affected? 			
	<ul style="list-style-type: none"> An evaluation of the risk from each significant hazard? 			
	<ul style="list-style-type: none"> Whether the risks arising are adequately controlled? 			
6.2	Are these findings and assessments recorded?			
6.3	How often are they reviewed?			
	Please list the time frame e.g. years			
6.4	For what processes/risk is personal protective equipment issued?			
	Process/Risk	Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?			
7	EMERGENCY ARRANGEMENTS		YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?			
	Are these communicated to your sub-contractors?			
7.2	What provision have you made for first aid?			
	E.g. Trained First Aiders			
7.3	What training do you provide to employees in Safety/Fire Fighting?			
	Please list institutions used for these training			
8	RECRUITMENT OF PERSONNEL		YES	NO
8.1	Are health and Safety factors considered when hiring personnel?			
8.2	Are medical examinations carried prior to employment?			
	In all cases			
	Where type of work requires medical examination			



8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.?		
	Please provide a copy		
9.4	Please provide the following statistic for the last five years		
	YEAR1	YEAR 2	YEAR 3
	YEAR 4	YEAR 5	
Lost time accidents per 100 employees			
Major/ Reportable injuries per 100 employees			
Number of dangerous occurrences			
Lost man day due to accidents			
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method		



10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

Declaration

I/wedeclare that the above information provided is correct.

Signed Date

Name Position

Tender



FORM 4.5.27: THIS TENDER DOCUMENT

Fully Completed and Signed

Signed	_____	Date	_____
Name	_____	Position	_____
Tender	_____		

FORM 4.5.28: VAT QUESTIONNAIRES (ANNEXURE H)

VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.