



BID DOCUMENT

FOR

**CONTRACTOR APPOINTMENT FOR REHABILITATION OF
RUNWAY 01/19 AND APRON TAXILANE AT CAPE TOWN
INTERNATIONAL AIRPORT FOR A PERIOD OF 36 MONTHS**

Bid Reference Number: CTIA7333/2023/RFP

MARCH 2024

Issued by
Airports Company South Africa
Cape Town International Airport

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, subsequent to which, all references to the term “Tenderer(s)” then become synonymous with the term “Contractor”.

NAME OF BIDDER:



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	CTIA7333/2023/RFP	CLOSING DATE:	29 April 2024	CLOSING TIME:	10am
DESCRIPTION	Rehabilitation of Runway 01/19 and Apron Taxilane at Cape Town International Airport for a period of 36 Months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Cape Town International Airport					
Southern Office Block (SOB), Ground Floor					
Matroosfontein, Cape Town, 7490					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Maliga Gounden		CONTACT PERSON	Maliga Gounden	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	tenders.scn1@airports.co.za		E-MAIL ADDRESS	tenders.scn1@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)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
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?				<input type="checkbox"/> YES <input type="checkbox"/> NO	



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?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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.
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:



- BID REFERENCE NUMBER** : CTIA7333/2023/RFP
- ISSUE DATE** : 25 March 2024
- COMPULSORY BRIEFING SESSION AND SITE VISIT** : 5 April 2024 at 12h00(mid-day)
Bidders to arrive earlier to accommodate permit/administration process. Refer T1.1.2 below.
- QUERY CLOSURE DATE** : 10 April 2024
- BID SUBMISSION CLOSING DATE AND TIME** : 29 April 2024 at 10:00am
- SUBMISSIONS DELIVERY** : Cape Town International Airport
Southern Office Block Building (SOB)
Ground floor
Tender Box
(Size of tender box is on page 6)



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Number	Heading
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The Tender

Part T1: Tendering procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	CIDB Standard Conditions of Tender

Part T2: Returnable documents

T2.1	List of Returnable Documents
T2.2	Returnable Schedules and documents

The Contract (Appendix 1 - Attached separately)

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Pro forma Performance Guarantee
C1.4	Pro forma or bond for unused material on site
C1.5	Occupational Health and Safety Agreement

Part C2: Pricing Data

C2.1	Pricing Assumptions/Instructions
C2.2	Bill of Quantities

Part C3: Scope of Work Information

Part C4: Site information

APPENDICES (Attached Separately):

Appendix 1 : CONTRACT DOCUMENT

(Complete, sign and return contract with this completed bid document)

Appendix 2 : Drawings

ANNEXURES IMBEDDED IN CONTRACT DOCUMENT:

Annex A: Draft Project Electrical Specifications

Annex B: Guideline for Services and Processes for Estimating fees for persons registered in terms of the Engineering Profession Act 2000.

Annex C: Framework for Infrastructure Delivery and Procurement Management

Annex D: Construction Industry Development Board Standard for Developing Skills through infrastructure contracts.



T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Rehabilitation of Runway 01/19 and Apron Taxilane at Cape Town International Airport for a period of 36 Months.

Only tenderers who are a CIDB contractor grading of 8CE as stated on the Tender Data may submit tender offers.

PREFERENCE SHALL BE GIVEN TO TENDERERS WHO SATISFY THE PRESCRIBED OBJECTIVE CRITERIA (REFER T1.2 TENDER DATA – C.3.11, EVALUATION STAGE 5)

Mandatory Criteria:

All bidding companies are to comply with the following minimum requirements:

1. Attendance of Compulsory Briefing Session and Site Inspection.
2. Complete and sign Form of Offer and Acceptance – C1.1 (in contract – Appendix 1)
3. Active CIDB contractor grading of 8CE will be accepted.
4. Bidders must fully complete and Sign the Bidder Disclosure form SBD 4.
5. Bidders must accept ACSA's Terms and Conditions

1.1.1 TENDER DOCUMENT AVAILABILITY

Tender document is available from **25 March 2024** 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>

Please print and complete.

1.1.2. COMPULSORY BRIEFING SESSION AND SITE VISIT

The Compulsory Meeting will take place on **5 April 2024 at 12:00 (mid-day)** at:

- Cape Town International Airport
- Southern Office Block (SOB)
- Conference Centre

Requirements for Site Visit:

- **Original ID/Passport** (Driver's Licence will **not** be accepted)
- Reflective Jacket
- Safety Shoes
- Completion of the 1st half of form A1 prior to the meeting will assist with saving time.



The compulsory Briefing and site inspection will have the following program (estimated duration):

- | | |
|---|--------------|
| 1. Permits, signing of attendance register & Certificate of Attendance Form at Cape Town International Airport Southern Office Block (SOB), Ground Floor, Reception Area. | 10h00-12h00 |
| 2. Briefing session – Faranani Boardroom, Cape Town International Airport, Southern Office Block (SOB) | 12h00-13h30 |
| 3. Site Inspection (after briefing session) | 13h30-15h00 |
| 4. Roll Call at the end of site meeting to ensure all still present | 15h00 -15h15 |

NB: Those that are not present at the end of the site meeting – will result in the bidding entity/company they are representing, to be disqualified.

1.1.3 QUERIES, CLARIFICATION AND COMMUNICATION

Queries relating to the issue of these documents may be addressed to E-mail address:

tenders.scm1@airports.co.za

Closing date for Enquiries is 10 April 2024.

1.1.4 TENDER CLOSING DATE AND TIME :

Tenders must be submitted on or before 29 April 2024 at 10:00am (South African Time)

1.1.5 SUBMISSION OF BID DOCUMENTS

- **The bidder must submit bids in Printed and Electronic format.**

Printed format (1 Original and 1 Copy) and Electronic format using a USB Flash Drive.

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 and Tender Description and delivered to the following address:

- **Cape Town International Airport**
 - **Southern Office Block Building (SOB)**
 - **Ground floor**
 - **Tender Box**
- Submit bids during working hours Monday to Friday (9h00-16h00) as there may not be anyone available to receive bids outside working hours.
 - Tender Box Slot Size: 300mm wide x 100mm height
Submission package must be able to fit into the slot of the tender box.
 - Bidders must complete the Bid Submission Register which will be on the table next to the Tender Box. Where 3rd party companies are used to submit the bid, please ensure that they complete the register.



1.1.6 LATE BIDS

Bids which are submitted after the closing date and time **will not** be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids.

Airports Company South Africa SOC Limited will not be liable for any late bids.

Telephonic, telegraphic, telex, facsimile, e-mailed tenders **will not** be accepted.

Tenders may only be submitted on the tender documentation that is issued.



T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the **Standard for Developing Skills through Infrastructure Contracts** (published in GN 43495 or 20 March 2020). Refer to form C12 for the returnable document.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <ul style="list-style-type: none"> T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender <p>Part T2: Returnable Document</p> <ul style="list-style-type: none"> T2.1 List of returnable documents T2.2 Returnable schedule <p>Part C1: Agreements and Contract Data</p> <ul style="list-style-type: none"> C1.1 Form of offer and acceptance C1.2 Contract data <p>Part C2: Pricing Schedule</p> <ul style="list-style-type: none"> C2.1 Pricing instructions C2.2 ACSA Service Level Agreement – GCC2015 3rd Edition C2.3 Bills of Quantities <ul style="list-style-type: none"> Section 1 - Preliminaries <p>Part C3: Scope of work</p> <p>Part C4: Site information</p> <p>Part C5: Annexures</p>
C.1.4	<p>The Employer’s Agent is: Maliga Gounden (ACSA SCM Representative) Email address: tenders.scm1@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA’s Supply Chain Management Department (SCM).</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;



	<p>b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.</p> <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
<p>C.1.6</p>	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
<p>C.2</p>	<p>TENDERER’S OBLIGATIONS</p>
<p>C.2.1</p>	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.</p>



C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>Compulsory Briefing Session and Site Visit on 5 April 2024 at CTIA.</p> <p>The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of 10 April 2024.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered.</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>



	<p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Cape Town International Airport Southern Office Block (SOB) Building Ground floor Tender Box</p> <p>Identification details: Bid Ref. No: CTIA7333/2023/RFP</p> <p>Title: Rehabilitation of Runway 01/19 and Apron Taxilane at Cape Town International Airport for a period of 36 Months.</p> <p>Closing Date: 29 April 2024 at 10:00am</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for twelve (12) weeks for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p>



	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER’S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to ten (10) working days before the tender closing time.</p> <p>The Employer will respond to requests for clarification by 12 April 2024.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>Opening of tender submissions</p> <p>There will be public opening of tenders after the closing date and time at Cape Town International Airport Southern Office block Building (SOB), Faranani Board Room. Tender opening register will be made available to all bidders who submitted a bid.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p> <p>ACSA may reject and disqualify a bid if the bidder altered any part of this document from its original form. In addition, ACSA may cancel the contract if after the award, it is discovered that any part of this bid document was altered in any way.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents (check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p>



	<p>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p>C.3.9</p>	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:</p> <p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
<p>C.3.10</p>	<p>Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>



C.3.11

A staged approach will be used to evaluate tenders

Table 1 of T1.2

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Test for Responsiveness As per Clause C3.8	Mandatory Requirements	Evaluate on Functionality or the technical aspect of the bid	Evaluate Price and Preference	Objective Criteria

Post tender negotiations and/or Security Vetting may be carried out if required.

Stage 1 Test for responsiveness as outlined by the clause C3.8 above.

Documents outside the detailed evaluation stages will be checked in this stage.

Documents relating to the Mandatory, Functionality, Price & Preference and Objective Criteria stages will be checked in those stages and evaluated accordingly.

Stage 2 Mandatory Criteria

- Attendance of Compulsory Briefing Session and Site Inspection.
- Complete and sign Form of Offer and Acceptance – C1.1 (in attached contract)
- Active CIDB contractor grading of 8CE will be accepted.
- Bidders must fully complete and Sign the Bidder Disclosure form SBD 4.
- Bidders must accept ACSA's Terms and Conditions

Stage 3 Functionality Criteria

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.

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.

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

Bidders who fail to achieve the Minimum Threshold Points Per Criterion AND a Total Minimum of 70/100 points on the functional / technical stage will be disqualified and not be considered for further evaluation.

Table 2 of T1.2

Functionality Criteria	Minimum	Maximum
Relevant Company Experience	20 Points	30 Points
Contract Manager: Professional Registration	10 Points	10 Points
Contract Manager: Relevant Project Experience	20 Points	30 Points
Construction Manager: Professional Registration and Qualification	10 Points	10 Points
Construction Manager: Relevant Project Experience	10 Points	20 Points
Total	70 Points	100 Points



FUNCTIONALITY EVALUATION CRITERIA BREAKDOWN

1. RELEVANT COMPANY PROJECT EXPERIENCE (20 Minimum Points; 30 Maximum Points)

- In Returnable Schedule A5 in Part T2.2, Tenderers shall list only those projects relevant to this bid, that have been successfully completed.
- Contactable client reference letters AND/OR Certificates of Completion are required for the stated projects – If a project listed does not have a certificate of completion or a reference letter, the listed project will not be allocated points.
- Reference letters can be from clients/project lead etc
- Ensure referees are contactable – ACSA may contact them.
- Complete Forms A5.
- **Award letters will NOT be accepted as proof of project completion.**

Points will be allocated per project as follow:

No.	Criteria and Sub- Criteria	Min Points	Max Points
1.	<p>COMPANY EXPERIENCE:</p> <ul style="list-style-type: none"> • Bidder to provide proof of completed Civil Engineering infrastructure projects within the last 15 years containing asphalt pavement works on either one or a combination of the following: Airport runways, Taxiways, Taxilane, Aprons, Highways, New roads, Major road rehabilitation. <p>NB: Routine road maintenance will not be accepted.</p> <ul style="list-style-type: none"> • Construction cost of each completed project must be a minimum of R30 million (Incl VAT). <p>Points per qualifying project will be allocated as below:</p> <ul style="list-style-type: none"> ▪ ≥5 Projects - 30 points (Max) ▪ 3-4 Projects - 20 points (Min) ▪ <3 Projects - 0 points 	20	30



**2. KEY PERSONNEL:
RELEVANT PROFESSIONAL REGISTRATION AND PROJECT EXPERIENCE**

- Detailed CVs to be provided
- Relevant Experience should be related to the assigned role.
- Proof of relevant experience (Name of company, project, position, responsibilities and the start and end date) should be included in the resources/personnel's CV).
- Complete Forms C8 & C9.

No.	Criteria and Sub- Criteria	Min Points	Max Points
2.1	CONTRACT MANAGER:		
2.1.1	<p>Professional Registration</p> <p>Contract Manager to have a Professional Registration as a Civil Engineer.</p> <ul style="list-style-type: none"> • Provide Proof of registration as a Professional Engineer (Pr Eng) OR Professional Engineering Technologist (Pr Tech Eng) with ECSA (10 points) • Non-submission of the above proof of professional registration will lead to zero (0) points and leads to disqualification of the bidder. 	10	10
2.1.2	<p>Project Experience <u>post professional registration</u></p> <ul style="list-style-type: none"> • Provide proof of completed relevant projects, post professional registration as per 2.1.1 above, for asphalt pavement works on either one or a combination of the following: Airport runways, Taxiways, Taxilane, Aprons, Highways, New roads, Major road rehabilitation. <p>NB: Routine road maintenance will not be accepted.</p> • Construction cost of each completed project must be a minimum of R30 million (Incl VAT). <p>Points per qualifying project (post professional registration experience) will be allocated as below:</p> <ul style="list-style-type: none"> ▪ Greater or equal to 7 projects – 30 points ▪ 3 projects to less than 7 projects – 20 points ▪ Less than 3 projects – 0 points 	20	30



No.	Criteria and Sub- Criteria	Min Points	Max Points
<p>2.2</p> <p>2.2.1</p>	<p>CONSTRUCTION MANAGER:</p> <p>Professional Registration and Qualification</p> <p>Construction Manager to have a Professional Registration as a Civil Engineer.</p> <ul style="list-style-type: none"> • Proof of registration as a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng) or Professional Engineering Technician (Pr Techni) with ECSA OR Proof of registration as a Professional Construction Project Manager (Pr CPM) or Professional Construction Manager (Pr CM) with SACPCMP AND • Proof of Civil Engineering qualification • Non-submission of the above proof of professional registration will lead to zero (0) points and leads to disqualification of the bidder. 	<p>10</p>	<p>10</p>
<p>2.2.2</p>	<p>Project Experience <u>post professional registration</u></p> <ul style="list-style-type: none"> • Provide proof of completed relevant projects, post professional registration as per 2.2.1 above, for asphalt pavement works on either one or a combination of the following: Airport runways, Taxiways, Taxilane, Aprons, Highways, New roads, Major road rehabilitation. NB: Routine road maintenance will not be accepted. <p>2 Construction cost of each completed project must be a minimum of R30 million (Incl VAT).</p> <p>Points per qualifying project will be allocated as below:</p> <ul style="list-style-type: none"> ▪ Greater or equal to 7 projects – 20 points ▪ 3 projects to less than 7 projects – 10 points ▪ Less than 3 projects – 0 points 	<p>10</p>	<p>20</p>



Stage 4 Price and Preference

Adjudication Using Point System:

(a) Tenderers will be evaluated and adjudicated by the Employer using “The 90/10 preference point system” which awards points on the basis of:

- The Tendered price – 90%
- B-BBEE – 10%

(b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.

Bidders will be ranked by applying the preferential point scoring 90/10 for bids with the rand value above R50 million. A maximum of 90 points is allocated for price based on the following formula:

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

(c) Points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below

If a bidder fails to submit proof to claim the below points, the bidder will score zero (0) out of 10. ACSA will not disqualify the bidder.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Bidder must complete and sign PPPFA CLAIM FORM (SBD 6.1) and attach supporting B-BBEE information.



	<p>Bidder to provide proof to support th B-BBEE Points being Claimed.</p> <p>a) Provide original or certified copy of Valid Sworn Affidavit OR</p> <p>b) Valid B-BBEE Certificate from a SANAS accredited rating agency (together with B-BBEE report).</p> <ul style="list-style-type: none"> • If bidder is a Joint Venture (JV) – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency must be provided (together with B-BBEE report). <p>as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice</p> <p>a) Any other supporting information.</p> <p>Stage 5 Objective Criteria</p> <p>In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the B-BBEE Status Level of Contribution. (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks <i>etcetera</i>. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.</p> <p>Prescribed objective criteria for this bid.</p> <p>The objective criteria chosen and advanced in this RFP are as follows:</p> <p>a) As part of this bid and subsequent contract, ACSA requires a minimum of 30% sub-contracting for this bid to local black owned (at least 51% black owned) EMEs and/or QSEs as an objective criterion for local economic empowerment. ACSA may provide the Bidders with a list of all relevant CSD registered suppliers from which the Bidder must choose for subcontracting; please refer to form C11 for further details regarding sub-contracting and CPG.</p> <p>b) Sub-contractors must have a CIDB grading of 3CE – 6CE.</p> <p>c) The promotion of sub-contractors located in the Western Cape Province for work to be done or services to be rendered in that province.</p> <p>Bidders to provide supporting documentation/information relating to this Objective Criteria – Refer Form C2 and C3.</p> <p>Determine acceptability of preferred tenderer:</p> <p>Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> • Unduly high or unduly low tendered rates or amounts in the tender offer; • Contract data provided by the tenderer; or • The contents of the tender returnable which are to be included in the contract.
C.3.12	<p>Insurance provided by the employer Refer to Contract Data</p>



C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ol style="list-style-type: none"> a. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement; b. can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c. has the legal capacity to enter into the contract; d. is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e. complies with the legal requirements, if any, stated in the tender data; and f. is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
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Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.



C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.



C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.



C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.



C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.



C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.



C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.



C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.



C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or



- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract



is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer’s information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;



- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



**AIRPORTS COMPANY SOUTH AFRICA
CAPE TOWN INTERNATIONAL AIRPORT**

BID REF. No: CTIA7333/2023/RFP

TITLE: CONTRACTOR APPOINTMENT FOR REHABILITATION OF RUNWAY 01/19 AND APRON TAXILANE AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 36 MONTHS

Part T2: Returnable Documents

T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The tenderer must complete the following returnable documents:	Completed (tick)
1 Returnable Schedules required for tender evaluation purposes	
A1: Certificate of Attendance at Compulsory Briefing Session (NB: Bidder must also sign the attendance register at the meeting)	
A2: Record of Addenda to Tender Documents	
A3: Certificate of Authority for Signatory	
A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
A5: Schedule of the Tenderer's Recent Experience related to this Project	
A6: Completion Certificates of Previous Projects Completed	
A7: Client/Trade Reference Letters of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	Must be in A6 and/or A7
A9: Schedule of Current Commitments	N/A
A10: SBD 4: Bidder's Disclosure Form	
A11: SBD 6.1: Preference points claim form in terms of Preferential Procurement Regulations	
A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors (<i>if applicable</i>)	N/A
A13: Confidentiality and Non-Disclosure Agreement.	
A14: Declaration of Interest Form and Politically Exposed Person	



Continuation of List of Returnable Documents and Schedules

The tenderer must complete the following returnable documents:	<u>Completed</u> (tick)
2 Other documents required for tender evaluation purposes	
B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
B3: SARS Pin issued by the South African Revenue Services.	
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
B5: Central Supplier Database (CSD) proof of registration (CSD Report). If bidder is a JV, must provide a CSD report for the JV.	
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	

The tenderer must complete the following returnable documents:	<u>Completed</u> (tick)
3 Returnable Schedules & Documents required for tender evaluation purposes that will be incorporated into the contract	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Domestic Subcontractors	
C3: Subcontractor's Supporting Documents	
C4: Plant and Equipment	N/A
C5: B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
C6: CV's of Key Personnel (Contract and Construction Managers)	
C7: Proof of Professional Registration, Qualification and other supporting documents	
C8: Summary CV Schedule – Contract Manager	
C9: Summary CV Schedule – Construction Manager	
C10: Occupational Health and Safety Questionnaire	
C11: ACSA Project Portfolio Management Contract Participation Goals	
C11b: Provide Proposal supporting C11	
C12: B.U.I.L.D Contract Skills Development Goals (CSDG)	
C12b: Provide Proposal supporting C12	
C13: Insurance Commitment	
C14: Protection of Personal Information (POPI)	
In Contract Doc :	
C1.1 Form of Offer and Acceptance	
C2.2 Pricing Schedules	
All other information and returnables required in contract doc.	



T2.2: RETURNABLE SCHEDULES AND DOCUMENTS

FORM A1. Certificate of Attendance of the Compulsory Briefing Session and Site visit

CONTRACTOR APPOINTMENT FOR REHABILITATION OF RUNWAY 01/19 AND APRON TAXILANE AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 36 MONTHS

Bidder to bring this form to the meeting – consider completing the first portion before coming to meeting.

This is to certify that

I,

Representative of (tenderer/company name).....

.....

of (address).....

.....

.....

E-mail

Telephone number

Cell number.....

visited the compulsory brief session held on date.....

Bidder to consider completing the above portion before attending meeting – will assist with saving time.

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA Representative:

Name: M Gounden (ACSA-SCM)



FORM A2. 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.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



Form A3: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A4) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below for inclusion on bidder's letterhead:-

"By resolution of the board of directors taken on 20.....

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **CTIA7333/2023/RFP** and any contract which may arise there from on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Signed		Date	
Name		Position	
Tenderer			



FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture 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 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 A5. Schedule of the Tenderer’s Recent Experience

Note: When completing the schedule below, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

Bidders are requested to submit a comprehensive portfolio of relevant projects (value and complexity) successfully completed. As a minimum the bidder is to have successfully completed 3 Relevant projects, each project with contract value of **R30 million (inclusive of VAT)** or more. To score maximum points the bidder must provide 5 fully compliant references. Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. The description should be put in tabular form with the following headings:

No.	Project Name	Project Description	Client Reference Contact Details (Name, Title, Office telephone number, Cell Number and Company E-Mail Address)	Project Duration (dd/mm/year) TO (dd/mm/year)	Construction Rand value (inclusive of VAT)	Value of works related to this tender’s scope (min. R30m Incl VAT)	Reference letter provided (yes or no)	Completion Certificate attached (yes or no)
1								
2								
3								
4								



No.	Project Name	Project Description	Client Reference Contact Details (Name, Title, Office telephone number, Cell Number and Company E-Mail Address)	Project Duration (dd/mm/year) TO (dd/mm/year)	Construction Rand value (inclusive of VAT)	Value of works related to this tender's scope (min. R30m Incl VAT)	Reference letter provided (yes or no)	Completion Certificate attached (yes or no)
5								
6								

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



FORM A6 Certified copies of Certificates of Completion of Previous Projects

Note: Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

Please attach Certificates of Completion of Previous Projects Completed as listed under Form A5 above to this page.
Certificates required for relevant projects.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



FORM A7 Certified Copies of Client Reference Letters of Previous Projects Completed

Note: Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

Please attach copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.

Ensure referees are contactable.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



Form A8 Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page.

Note: Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

THIS INFORMATION MUST EITHER BE CONTAINED IN THE CLIENT REFERENCE LETTERS OR COMPLETION CERTIFICATES (MIN R30M INCLUSIVE OF VAT)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



SBD 4

A10. Bidder’s Disclosure

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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:

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



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.



SBD 6.1

A11. 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 B-BBEE Status Level of Contribution.

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 **90/10** 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) Preference .

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

	POINTS
PRICE	90
PREFERENCE	10
Total points for Price and PREFERENCE	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 B-BBEE Status Level of Contribution. with the tender, will be interpreted to mean that preference points for B-BBEE Status Level of Contribution. 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	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = 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	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender



4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION.

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 B-BBEE Status Level of Contribution. 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 B-BBEE Status Level of Contribution. for both the 90/10 and 80/20 preference point system.

Table 1: POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

The 90/10 preference point system is applicable for this tender.

Preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Points Claimed by bidder
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	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 B-BBEE Status Level of Contribution. 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 B-BBEE Status Level of Contribution. 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:



SBD 6.2

A12 Declaration Certificate for Local Production and Content for Designated Sectors = **Not applicable**



Form A13: 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 a 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;
 - 1.1.12 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);
- 1.2 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".
- 1.3 "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;

- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “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 -

4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.3.2 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 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 domicilium 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 domicilium 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 domicilium 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 A14. Declaration Of Interest and Politically Exposed Person

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

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



FORMS B1 to B8:

Attach the following here:

B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
B3: SARS Pin issued by the South African Revenue Services.
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.
B5: Central Supplier Database (CSD) proof of registration. Include CSD Registration Report
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants
B7: CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners



Form C1. Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity Number*	Personal Income Tax Number*

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			



Form C2: Proposed Domestic Subcontractors

Note: Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Objective Criteria.

We notify you that it is our intention to employ the following Subcontractors for work in this contract. Should we be awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.				
	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.	Percentage and value of works to be subcontracted
1.				
2.				
3.				
4.				



	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.	Percentage and value of works to be subcontracted
5.				
6.				

Signed		Date	
Name		Position	
Tenderer			



Form C3 Subcontractor Supporting Documents

Note: Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Objective Criteria (stage 5 evaluation)

Provide the following documents :

- a) Intent to Sub-contract document/s or Subcontracting Agreement/s between Main Contractor and Subcontractor/s specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontractor.
- b) Proof of registration with Central Supplier Database (CSD) – provide CSD report.
- c) Valid B-BBEE Certificate or sworn affidavit
- d) Proof of Active CIDB registration status (3CE to 6CE)
- e) Proof of Address, Municipal Rates Account, Lease agreement with proof of rent payment for a minimum of three months in the Western Province.

Signed		Date	
Name		Position	
Tenderer			



Form C4. Plant and Equipment = *Not Applicable*

The following are lists of major items of relevant equipment that we (bidder/contractor) presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



FORM C5. B-BBEE – PREFERENCE POINTS

Bidder to provide proof to support B-BBEE Points being Claimed.

- a) Provide original or certified copy of Valid Sworn Affidavit OR
 - b) B-BBEE Certificate from a SANAS accredited rating agency (together with B-BBEE report).
 - If bidder is a Joint Venture (JV) – 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
- b) Any other supporting information.

Signed		Date	
Name		Position	
Tenderer			



FORM C6. DETAILED CVs of KEY PERSONNEL

Note: Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

Attach here detailed CVs of:

- 1. Contracts Manager**
- 2. Construction Manager.**



FORM C7: Proof of Professional Registration, Qualification and any other Supporting documents for :

Note: Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

- a) Please attach certified copies of Registration of Key Personnel as listed under Form C8 & C9 .
 - 1. **Contracts Manager**
 - 2. **Construction Manager.**

- b) Please attach certified copies of **Qualification of Construction Manager** as listed under Form C8 & C9.



FORM C8. The Summary CV of key personnel: CONTRACT MANAGER

Name of Contract Manager: _____

Note: When completing the schedule below, Tenderer’s must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11 Functionality Criteria

No.	Project Name	Project Scope of Works	Client Reference (Name, office telephone number, cell number and company e-mail address)	Contactable (Name, office number, cell number and company e-mail address)	Project Duration (dd/mm/year) TO (dd/mm/year)	Construction Rand value (inclusive of VAT)	Value of works related to this tender’s scope (min. R30m Incl VAT)
1							
2							
3							
4							
5							



No.	Project Name	Project Scope of Works	Client Reference (Name, office telephone number, cell number and company e-mail address)	Contactable (Name, office number, cell number and company e-mail address)	Project Duration (dd/mm/year) TO (dd/mm/year)	Construction Rand value (inclusive of VAT)	Value of works related to this tender's scope (min. R30m Incl VAT)
6							
7							
8							

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Signed		Date	
Name		Position	
Tenderer			



FORM C9. The Summary of CV of key personnel: CONSTRUCTION MANAGER

Name of Construction Manager: _____

Note: When completing the schedule below, Tenderer’s must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11 Functionality Criteria

No.	Project Name	Project Scope of Works	Client Reference (Name, office telephone number, cell number and company e-mail address)	Contactable (Name, office number, cell number and company e-mail address)	Project Duration (dd/mm/year) TO (dd/mm/year)	Construction Rand value (inclusive of VAT)	Value of works related to this tender’s scope (min. R30m Incl VAT)
1							
2							
3							
4							
5							
6							



No.	Project Name	Project Scope of Works	Client Reference (Name, office telephone number, cell number and company e-mail address)	Contactable (Name, office number, cell number and company e-mail address)	Project Duration (dd/mm/year) TO (dd/mm/year)	Construction Rand value (inclusive of VAT)	Value of works related to this tender's scope (min. R30m Incl VAT)
7							
8							

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Signed		Date	
Name		Position	
Tenderer			



Form C10. 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.		
	• Periodical work area inspection		
	• 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?		
	• When joining the company		
	• When changing jobs within the company		
	• 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		
	• 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				
	<ul style="list-style-type: none"> • General rules 				
	<ul style="list-style-type: none"> • Project rules 				
	<ul style="list-style-type: none"> • 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? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • 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		
		YEAR 1	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	
Tenderer			



Form C11: ACSA Project Portfolio Management Contract Participation Goals

TRANSFORMATION FRAMEWORK & SPECIFICATION FORM

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

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

1. Contract Participation Goals (CPG)

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

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

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

- 3.1. Equity (**Target 50%**): 40% weighting.
- 3.2. Management (**Target 50%**): 40% weighting
- 3.3. Skills development: 5% weighting
- 3.4. Enterprise and supplier development: 10% weighting
- 3.5. Socio economic development: 5% weighting

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer **must** subcontract a minimum of **30%** of the contract value to local (located in the Western Cape Province) EMEs/QSEs that are at least 51% black owned entities with a CIDB Grade of 3CE to 6CE.

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

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

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

No financial award is due for over performance on CPG.



In addition to acknowledging the below, Tenderers must submit a proposal indicating how the targets stated in three (3) and four (4) above will be achieved.

6. Acceptance:

I/We _____ acknowledge that I/we have read and understood the contents of this section and we will further achieve the Contract Participation Targets stated above per clause three 3 of this section by the end of this project.

Signed: Date:

Name: Position:

Tenderer:



Form C12 – B.U.I.L.D Contract Skills Development Goals (CSDG)

The contractor shall achieve in the performance of the contract the Contract Skills Development Goals as stated in the Standard For Developing Skills through Infrastructure Contracts (Published in GN 48491 of 28 April 2023)

CSDG shall be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- c) **Method 1:** a part- or full occupational qualification registered on the National Qualification Framework;
- d) **Method 2:** a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- e) **Method 3:** a national diploma registered on the National Qualification Framework; and
- f) **Method 4:** registration in a professional category by one of the professional bodies listed in the standard.

Bidders shall commit to achieving the contract skills development goal and are provided with a number of methods for measuring their achievements. Bidders may, if need be, devolve their obligations onto subcontractors.

The Construction Skills Development Goal shall be a minimum of 0.25% of the contract value for this contract. The contractor shall make use of the table below in preparing **a proposal on how the CSDG will be met in this contract.**

By signing this form, the bidder commits to meeting the CSDG goals during the performance of the contract as set out in this form and in the **Standard For Developing Skills through Infrastructure Contracts (Published in GN 48491 of 28 April 2023).** The bidder further understands and accepts the contents of the **Standard for Developing skills through Infrastructure Contracts (Published in GN 48491 of 28 April 2023)**

Signed: Date:

Name: Position:

Tenderer:



Skills Types	Number of Learners	*Notional Cost/ Learner/ Quarter (Rand)	Notional Cost /learner/ year (Rand)	Total Notional Cost over 12 Months Contract (Rand)
Method 1: a part- or full occupational qualification registered on the National Qualification Framework;				
Method 2: a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);				
Method 3: a national diploma registered on the National Qualification Framework;				
Method 4: registration in a professional category by one of the professional bodies listed in the standard.				
Total Cost (Cost of CSDG)				
CSDG Score % (Total cost of CSDG/Contract value Excluding VAT)				



ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER’S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)

Bid No: CTIA7333/2023/RFP

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 Proposal in respect of the **Rehabilitation of Runway 01/19 and Apron Taxilane at Cape Town International Airport for a Period of 36 Months** 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 conditions of this bid and 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 by Airport Company South Africa or its agent.



- 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 Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *12 weeks* calculated from the closing date for Proposal submission.

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

For and behalf of:

Bidding entity name:	
Capacity:	



Form C13. Insurance Commitment

(Refer insurance requirements in contract document – Appendix 1 attached separately)

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 are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.

Signed		Date	
Name		Position	
Tenderer			



Form C14. 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 _____ 202.
