



REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF ENVIRONMENTAL CONTROL OFFICER FOR REHABILITATION OF THE RUNWAYS, TAXIWAYS AND APRONS AT AIRPORTS COMPANY SOUTH AFRICA'S KIMBERLEY AIRPORT

Airports Company of South Africa
RFQ reference number: KIMB RFQ 5131

BID SUBMISSION DEADLINE: Wednesday 11th May 2022 at 12:00

Bidding Company Name	
Representative Name	
CSD Registration Number	MAAA
Signature	
Date	

RFQ Timelines

Bid Issue Date	Friday 22 April 2022
Enquiries closing Date and time	Friday 6 May 2022 @ 16h00 pm
RFB submission closing Date and time	Wednesday 11 May 2022 at 12h00 pm
Non-Compulsory Virtual Briefing Session Date & Time	Tuesday 3 rd May 2022 @10h00 to 11h00 via MS Teams



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SECTION 1: INSTRUCTIONS TO BIDDERS

Award can only be made to Bidders who are registered with National Treasury (CSD) and whose Tax Matters has been declared in order by SARS.

Completion of Tender Documents

The original tender document must be completed fully in black ink and originally signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity must be cleared with contact person for the tender before the tender closure.

The tender document as provided by the Airport Company South Africa's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by ACSA.

1.2 Submission of response

Bidders must submit bid documentation electronically.

Full description of the tender and tender reference number in the subject heading of each email

The documents must be kept in the sequence and format they have been issued, signed, and completed by a person who has been given authority to act on behalf of the bidding entity. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted before the **12:00 Wednesday 11th May 2022** using the following method(s):

kamaal.allom@airports.co.za

(a) Late tenders will not be accepted.

The successful bidder will be expected to sign the agreement ACSA, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between ACSA and the successful bidder.



1.3 Alternative Bids

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

1.4 Late Bids

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

1.5 Clarification and Communication

Name:	<u>Kamaal Allom</u>
Designation:	<u>Buyer</u>
Email:	<u>kamaal.allom@airports.co.za</u>

Request for clarity or information on the bid may only be requested until **16h00pm on Thursday 28th April 2022**.

Any responses to queries or for clarity sought by a bidding entity will also be sent to all the other bidding entities which have responded to the Request for Proposal invitation.

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

1.6 Bid Responses

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document. Changes to the bidder's submission will not be allowed after the closing date of the tender. All bid responses will be regarded as offers unless the



bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

1.7 Non- Compulsory/ Compulsory Briefing

Due to the current Pandemic, there will be a non-compulsory briefing session meeting and a non-compulsory virtual site inspection which will be via Microsoft Teams.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+27 21 834 0841,,814114794#](#) South Africa, Cape Town

Phone Conference ID: 814 114 794#

[Find a local number](#) | [Reset PIN](#)

1.8 Disclaimers

It must be noted that ACSA may:

- a) Award the whole or a part of this tender;
- b) Split the award of this tender;
- c) Negotiate with all or some of the shortlisted bidders;
- d) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- e) Cancel this tender;
- f) ACSA does not take any responsibility for expenses or loss, which may be incurred by any bidder in preparation of this bid.

1.9 No Contact Policy

Neither Bidders, nor their members (if consortia), nor their respective advisers, may contact officers, employees or advisers of ACSA, save as provided for in point 1.6 above, in connection with the RFP/RFB or the submission of bids at any time after the Clarification and Communication closing date. Contact will however be permissible only in the case of pre-existing commercial relations, in



which case contact may be maintained only in terms thereof. In making such allowed contact, neither Bidders nor their members, nor anyone acting on behalf of any Bidder or member, may refer to this RFP/RFB or bid in response thereto. The “no contact policy” will not apply in relation to any information deemed to be in the public domain, or which is readily available from organs of state.

1.10 Conflict of Interest

Bidders are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to ACSA. Bidders should contact ACSA for clarity on whether a conflict of interest exists or not. The existence of a conflict of interest or a failure by a bidder to timeously disclose any such conflict or part conflict, may result in the bidder’s bid being disqualified.

1.11 Validity Period

In order for ACSA to thoroughly evaluate responses, it requires a validity period of one hundred and twenty (84) business/working days, therefore the prices which have been quoted by the bidder must remain firm and valid for such period. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the prices submitted.

1.12 Site / Information Meetings - N/A

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting

1.13 Confidentiality of Information

ACSA will not disclose any information furnished to ACSA through this tender process to a third party or any other bidder without the prior written approval of the bidder whose information is sought. Furthermore, ACSA will not disclose the names of the bidders until the tender process has been finalised.

Bidders may not disclose any information provided to them as part of this process to any third party without the prior written approval of ACSA. In the event that the bidder requires to consult with third parties on the contents of this RFP/RFB document, such third parties must complete and sign



confidentiality agreements, which should be returned to ACSA as part of response submission to this tender process.

1.14 Anti-Corruption Hotline

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

Airports Company South Africa ANTI-CORRUPTION HOTLINE

Free Call: 0800 00 80 80

Fax: +27 (0)12 664 0307: Fax2e-mail: 086 726 1681: Email: office@thehotline.co.za

SECTION 2: SUBMISSION OF RFP/RFB



2.1 Terms and Conditions of RFP/RFB

- 2.1.1** This RFP/RFB is open to all bidders, registered and duly authorised to provide products and/or services in South Africa.
- 2.1.2** Any bids received after the bid submission date and time will not be considered by ACSA and will therefore be disqualified. These bids will remain unopened until the award of the contract to the successful bidder has taken place.
- 2.1.3** Should the bidding entity with a late submission wish to have their bid returned to them, they must do so in writing. Should a written request for the return thereof not be received within thirty (30) days of the award of contract, such bid will be destroyed by ACSA.
- 2.1.4** Except where specifically provided for in this RFP/RFB, a bidder may make no changes to its bid after the closing time and date.
- 2.1.5** ACSA reserves the right to award the contract based on the bid submission received from a bidding entity subject to ACSA's terms and conditions.
- 2.1.6** ACSA or their duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 2.1.7** Should the bid be awarded on the strength of information furnished by a bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
- (i) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award and/or
 - (ii) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
 - (iii) The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 2.1.8** All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.



- 2.1.9** ACSA reserves the right to amend the terms and conditions of this RFP /RFB at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 2.1.10** ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP/RFB at any time without giving rise to any obligation for the responsibility for any loss or financial damage which may be incurred or suffered by any bidder.
- 2.1.11** In the case of a joint venture or partnership between service providers, evidence of such joint venture must be included with the bid submission, either in the form of a Joint Venture Agreement or Memorandum of Understanding. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign the RFP/RFB on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the bid.

Binding Arbitration Provision

- 2.1.12** It is a condition of participation in this RFP/RFB process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP/RFB documents or of anything required to be done or performed there under.
 - Concerning any aspect of the RFP/RFB process to anything done or decided there under: or
 - Concerning the validity of the award of the RFP/RFB to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.

Such arbitration shall be by a single arbitrator who shall be -

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to



him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.

- 2.1.13** Upon every or any such reference, the costs of an incidental to the reference and award shall be at the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 2.1.14** The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 2.1.15** Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 2.1.16** The arbitration shall be held in Johannesburg in the English language.
- 2.1.17** However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 2.1.18** Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

RFB Acceptance

2.1.19 ACSA reserves the right to reject: -

- a. Incomplete bids;
- b. Late bids;
- c. Conditional bids; and
- d. Bids that are non-compliant with the procedural and administrative requirements.

- 2.1.20** This RFP/RFB implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 2.1.21** Bidders may include with their bids any descriptive matter, which, if referred to in the RFP/RFB, will form part of the RFP/RFB. In case of any discrepancy, however, the issued RFP/RFB and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 2.1.22** Notwithstanding any other provision in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close



corporate, trust, partnership etc.) submit a bid for consideration in this tender process unless interest is declared and approved as per Delegated Level of Authority.

2.2 Response format and content

Please organise proposals in separately tabbed sections with labels that correspond to the sections that have been outlined in the Index of this RFP/RFB document.

- Please keep sections sequential.
- Provide a concise response in provided spaces.
- Wherever a table is provided, please title your section tab to match the RFP/RFB section in which the table appears.
- Use the table format for your responses and maintain the sequence and reference numbers in the table.
- Please keep responses in the document formats they are being requested.

SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

3.1 Background



Since its inception over two decades ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable, and commercial enterprise that is market-driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa's nine principal airports, comprised of the country's major international airports, namely; O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely; Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport and Kimberley Airport. ACSA's registered corporate office operates from Bedfordview.

The sustained growth in air traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the company's excellent financial performance over time. This has enabled the company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees. In addition, it has allowed the company to extend its business focus to include the promotion of tourism to facilitate economic growth through an increase in job creation and the protection of the environment.

ACSA is focused on creating and operating world-class airports measuring up to international standards. This is evidenced by ACSA's participation in selected airport management. In February 2006, ACSA and a consortium comprising an Indian company GVK and South African listed company, Bidvest, won a concession to manage Mumbai International Airport (MIAL). In addition, ACSA is extensively involved in the expansion, maintenance, and management of Guarulhos International Airport (Guarulhos) in Brazil. Guarulhos is currently the largest international airport in Latin America.

Airports Company South Africa Limited (ACSA) intends to Rehabilitate Kimberley Airports Runway, Taxiway and Aprons as part of the periodic maintenance programme endorsed by ACSA's Airport Pavement Management System.

The site is situated at Kimberley Airport and located within the airport's airside boundary; refer to the locality plan below (Fig.1) showing the site below:



(Figure 1 – Locality Plan)

The last intervention for the Runways and Taxiways was conducted in 2013 where it was resurfaced with an Ultra-Thin Friction Course (UTFC), to extend the useful life by ten (10) years.

The objective of the project has been for the appointed consultants to conduct a comprehensive study into the current condition of the airside surfaces and include design options for rehabilitation that not



only extend the life of the infrastructure for a further 10 years but to also comply with ICAO standards and CAA requirements.

The high-level scope for refurbishment will comprise of the following identified area's:

- Main Runway (RWY 02/20)
- Secondary Runway (RWY 10/28)
- Alpha Taxiway
- Bravo Taxiway
- Charlie Taxiway
- Taxi-lane

3.2 Purpose of this Tender

The purpose of this bid is to solicit an **Environmental Control Officer** for the Rehabilitation of the Runway, Taxiway and Aprons Project at Airport Company South Africa's Kimberley Airport.

Goals:

The project goal is to refurbish the identified areas to extend the lifespan of the surfaces to an additional 10 years, ensuring compliance to ICAO and CAA regulations.

Objective:

The objective of the Project has been to appoint a team of Professional Consultants and Contractors as per the approved procurement plan to undertake design development, authority approvals, construction and supervision, and close out.

This professional team have been / are being appointed separately under the following descriptions:

Management

- Project Manager (Registered with SACPCMP)

Design

- Civil Engineers (Registered with ECSA)
- Specialist Consultants

Financial Control and Transformation

- Quantity Surveyor (Registered with SACQSP)
- Transformation Agent

Health & Safety

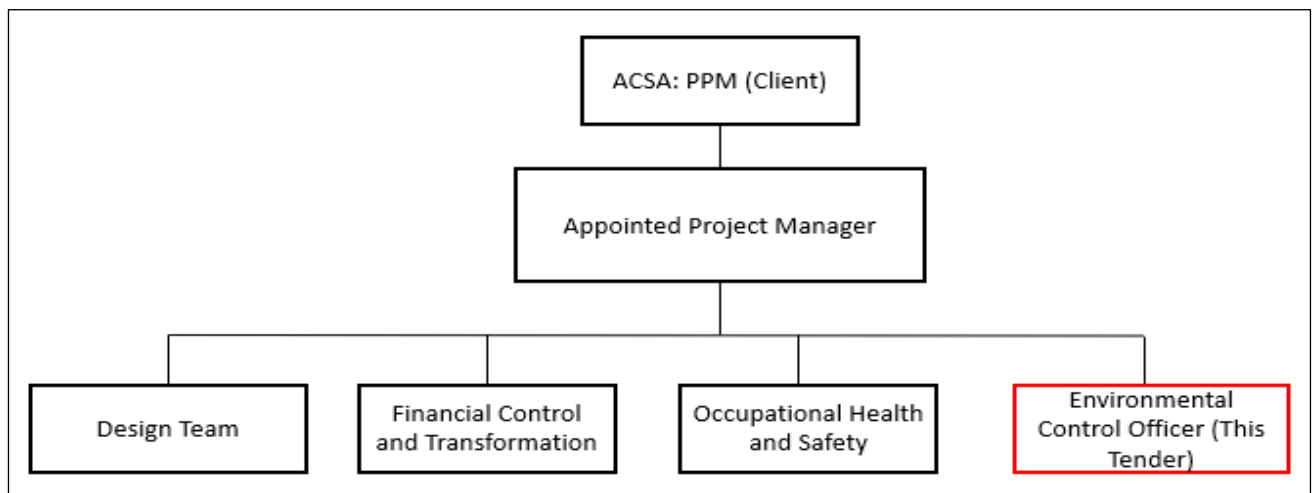
- Health and Safety Agent (Registered with SACPCMP)

Environmental Management (This Tender)

- Environmental Control Officer (Registered as a Professional Natural Scientist in Environmental Management with SACNASP – South African Council for Natural Scientific Professionals)

Project Organogram is as follows:

The organogram below shows the reporting structure



SCOPE OF WORK

The Environmental Control Officer Scope of Works is as per the below:

The ECO will be required to undertake the following:

- Undertake ongoing monitoring of the construction site and activities through regular (at least fortnightly) site inspections. Bidders are to be mindful that both day and night works are anticipated during the construction phase of this project.
- Document important findings noted during the site inspections.
- Monitor and ensure that the EMP is implemented, and that issues of non-compliance with the EMP and environmental legislation in general are identified and addressed.
- Advise the PA, engineers and ACSA on actions or issues impacting on the environment.
- Provide appropriate recommendations to address deviations from the EMP and Environmental Method Statements, and issue site instructions accordingly.
- Review and approval of statements for specific activities that could have an environmental impact.
- Ensure that contractors have copies of the EMP and all approved method statements.
- Assist with environmental induction training of the construction workers.
- Document important findings noted during the site inspections.
- Respond to environmental incidents on site as required.



- In the event of major environmental emergencies or risks, consult and inform municipal or government authorities after consultation with and approval by ACSA's Environmental Manager.
- Provide monthly audit reports
- Recommending the issuing of fines where necessary.
- Compiling of a final close-out report regarding the EMP and its implementation during the construction period and submitting the final report to the client.

PRE-CONSTRUCTION PHASE

- Review and revise the EMP before commencement of construction works in consultation with the Client (ACSA), to ensure that it is site specific and in line with all relevant legislation.
- Compile an appropriate environmental audit checklist in line with the EMP, to evaluate activities on site.
- Approve the location of construction site camps and laydown/ stockpile areas.
- Carry out an environmental risk assessment prior to construction commencement and conduct a workshop with ACSA, project manager and contractor to highlight potential environmental risks surrounding the construction work.

CONSTRUCTION PHASE

Site inspections:

- Site inspections will be conducted at least fortnightly, with an average of 2 hours allocated to each inspection. This time allocation will include:
 - Physical inspection of the site
 - Completion of a site inspection checklist
 - Communication with the site agent
 - The follow-up and close-out of non-conformances that were identified during site inspections (follow up of non-conformances will be on-going to ensure that quality control is met)

Method Statements:

- Initial method statements will be required post award and prior to construction activities commencing.
- During the construction phase, the ECO will ensure together with the contractor suitable method statements for activities that could have a significant environmental impact and will therefore require specified environmental controls.
- These method statements are to be submitted to ACSA for review and approval.

**Site Meetings:**

- Attendance at construction project meetings will be necessary and these will occur once per month.
- This allows the ECO to provide formal feedback on the environmental performance of the project, an opportunity to discuss issues which require action, assists the ECO in determining what new method statements are required and when environmental induction training can be planned. 20 no. on-site meetings (two hour long) are allowed for.

Monthly reports:

- An environmental monitoring report will be compiled monthly and submitted to the PA/Client, Consulting Engineer and Contractors as an overall performance indicator.
- The report will capture environmental issues and document how any major non-conformances that have occurred during the month have been addressed. 20 no. off reports have been allowed for.

Training:

- ECO to facilitate an EMP Induction meeting for the project manager and contractors to ensure understanding of responsibilities in respect of compliance and assist in planning the construction method and programme to meet all EMP requirements.
- Initial environmental training will be provided for new workers by the ECO as part of their induction, a one-hour session has been allowed for.
- Thereafter environmental training material must be incorporated into the relevant health and safety induction. Proof of all induction training undertaken must be forwarded to the appointed ECO for record keeping.

Final Close – Out Report

- Compile a final close-out report regarding the EMP and its implementation during the construction period and submitting the report to the client at project closure.

Milestone Deliverables

The project milestone deliverables below are provisional however it is to be noted that the intention is to provide the works stipulated within the timelines provided, or sooner. The construction period is estimated at 15 months.



1.1. **Form of Contract**

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (See Annexure).

1.2. **Extent of Services**

The services to be provided in terms of this project are inextricably linked to the Employers capital budget. The Project will be managed in accordance with the Framework for Infrastructure Delivery and Procurement Management (FIDPM).

1.3. **Reference data – N/A**

A clarification session will be held to advise on project location.

1.4. **Timeframes and Milestones**

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The Employer may cancel this appointment at anytime during the project subject to budget availability.

1.5. **Format of Communication**

All requests for formal approval from the Employer, or any other body, shall be submitted in writing. Ad-hoc communication between the Employer and the Service Provider may be conducted in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format or unless agreed otherwise with Employer

1.6. **Meetings**

The Bidder will be required to attend site meetings as per Scope of Services.

The Bidder will also be required to attend meetings with Service Manager as required. To be included in work stage pricing.

1.7. **Reporting**

A monitoring report will be compiled monthly and submitted to the Service Manager as an overall performance indicator.



1.8. Audits

Undertake ongoing monitoring of the construction site and activities through regular (at least fortnightly) site inspections. An environmental monitoring report will be compiled monthly and submitted to the PA/Client, Consulting Engineer and Contractors as an overall performance indicator.

1.9. Key Personnel

Should it become necessary to replace any of the key personnel listed during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

1.10. Use of reasonable skill and care

The Bidder is required to provide all aspects of the service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and to ensure that all legal requirements are met, and that all legal processes are adhered to.

The Bidders' attention is drawn to the fact that the proposed is within Airport Terminal building, Airside and reomtes sites. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to passengers. The Bidder is to adhere to ACSA Occupational Health and Safety always. No leniency will be granted for breach of policy.

Access to all Airport Departure and Arrival areas to always remain free of obstruction.

1.11. Meetings

Site/Technical Meetings

During the Contract period, the Bidder shall attend all site meetings with the Employer

Ad-hoc Meetings

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

General

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



1.12. Employers right to recover costs

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

1.13. Access to site

Access to public areas is restricted, however, personal access permits are required for access to restricted areas. The Bidder will be required to apply for such personal access permits prior to commencement of project.

All resources must wear a personal access permit always when on site. (refer to ACSA permit cost)

1.14. Non-disclosure

All information and other supporting documentation regarding this project may not be shared with 3rd parties without written consent of ACSA Procurement and ACSA Legal. All parties and companies involved in this project will be required to sign a non-disclosure at appointment. Confidentiality agreement to be signed.

1.15. Fronting

ACSA supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, ACSA condemns any form of fronting. ACSA, in ensuring that Suppliers conduct themselves in an honest manner will, as part of the tender evaluation process, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in tender documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures & Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Supplier to prove that fronting does not exist. Failure to do so within 14 days from date of notification may lead to the disqualification of the Supplier and may also result in the restriction of the Supplier to conduct business with ACSA, in addition to any other remedies ACSA may have against the Supplier.



1.16. Contract Award

ACSA reserves the right to withdraw tenders, reissue tenders and/or divide the scope of supply and award more than one contract. ACSA shall not be obliged to accept the lowest or part or all of any tender submitted. No agreement between ACSA and the Supplier shall come into existence until such time as a written contract signed by ACSA and the Supplier is concluded, or an official purchase order is issued to the Supplier and becomes unconditional in accordance with its terms. The Supplier should not and cannot rely on any communication to the Supplier of a successful tender by ACSA staff and representatives as no legally binding agreement will come into existence until a formal written and legally binding and enforceable agreement is validly concluded and executed. Please further take note that even if a Supplier scores the highest points in a tender/auction the award is subject to a due diligence before a purchase order or contract can be concluded with ACSA.

ACSA reserves the right not to award any tender, including a tender that is technically compliant, if the tender is found to be commercially unattractive

1.17. Submission of Proposals

The following requirements are to be adhered to:

- a) Should the Supplier tendering sub-contract more than 25% of the work, a sub-contracting Agreement or letter of intent between both parties should be submitted with the tender.
- b) Should the Supplier tendering make use of a sister company in providing the services, full documentation/proof is to be provided that the sister company is technically competent to provide the services, together with a full explanation on the distribution of the services to be provided
- c) An Agent or local Supplier cannot submit a tender on behalf of a Holding Company and vice versa
- d) Should a tender be submitted as a Joint Venture full details are to be provided on issues of providing services, payment details, liabilities, management, etc. and a signed undertaking of Agreement should the Joint Venture be awarded the contract.

1.18. Pricing Instructions

The appointment of the company, comprising the successful professional team, will be in accordance with the built environment professional council Guideline Scope of Service and Tariff of Fees for Persons Registered, unless stated otherwise elsewhere in this document and amended in line with ACSA's specific requirements at an operational airport.



Bidders must only price in accordance with the pricing schedule below, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

Guidelines amended by the Employer.

- The amounts inserted in the Activity Schedules are deemed to include for all expenses, costs, profit, general obligations etc, necessary to carry out the professional services described in the various documents.
- The client does not guarantee that the project will be completed in one continuous stage. Due to budget constraints, sections of the project may be advertised for design and/or construction on successive financial years.
- The client reserves the right, by giving written notice to the Consultant, to stop the progress of a particular project/stage at any time. Should the client exercise this right, the client will pay the Consultant for work done and expenses incurred only up to the time that the notice was given.
- Traveling time and cost, telephonic, electronic and fax communication, special postage and courier deliveries are not payable for this appointment.
- 5% of Stage 6 will only be released upon completion and handover of all documentation at the end of the project.
- Claimable disbursement cost is listed in item 1.18.1 below

1.18.1. **Disbursements**

- i. Only project related costs listed below and presented to ACSA will be compensated by ACSA;
 - Miscellaneous cost (PPE)
 - Printing, binding
 - Project occupational Health and Safety permit application
 - ACSA Permits
- ii. No payment for disbursement will be made for the following:
 - **Travelling and accommodation**
 - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
 - Telephone calls



- Cellular calls
 - Computer costs
 - Telefaxes (outgoing or incoming)
 - Email (sent or received)
- iii. Disbursements will be paid at proven cost. The onus sits with the consultant to provide proof and prior Approval.



SECTION 4: PREFERENCE POINTS AND PRICE

4.1 Preference Points Claims

In terms of the PPPFA and its regulations the 80/20 preference point system will be used:

- a) The 80/20 system for acquisition of goods or services with a Rand value equal to or above R30 000.00 and up to R50 million (all applicable taxes included); and

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

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

4.2.2 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises or an Auditor/Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

4.3 Definitions

- 4.3.1 **"All Applicable Taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies
- 4.3.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



- 4.3.3 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.4 **“black designated groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; “black people” has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- 4.3.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); “co-operative” means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- 4.3.6 **“designated group”** means-
- (a) black designated groups;
 - (b) black people;
 - (c) women;
 - (d) people with disabilities; or
 - (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- 4.3.7 **“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);
- 4.3.8 **“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.9 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 4.3.10 **“military veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- 4.3.11 **“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 4.3.12 **“people with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
- 4.3.13 **“price”** includes all applicable taxes less all unconditional discounts;
- 4.3.14 **“proof of B-BBEE status level of contributor”** means-
- (a) the B-BBEE status level certificate issued by an authorised body or person;
 - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;



- 4.3.15 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.16 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 4.3.17 **“rural area”** means-
 - (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
 - (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 4.3.18 **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b);
- 4.3.19 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 4.3.20 **“township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 4.3.21 **“treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- 4.3.22 **“youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).
- 4.3.23 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 4.3.24 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

4.4 Adjudication Using A Point System

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



4.4.3 Points scored will be rounded off to the nearest 2 decimal places.

4.5 Award of Business where Bidders have Scored Equal Points Overall

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

4.6 Points Awarded for Price

4.6.1 The 80/20 Preference Point Systems

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

80/20

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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



4.7 Points Awarded for B-BBEE Status Level of Contribution

- 4.7.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 4.7.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 4.7.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.7.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.



- 4.7.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.7.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.7.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



SECTION 5: EVALUATION CRITERIA

5.1 Overview

ACSA applies a pre-determined evaluation criterion when considering received bids. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documentation may be disqualified from the tender process at that phase.

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

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

Stage 1	Stage 2	Stage 3
Mandatory	Functional	Price and Preference

5.3 PRE-QUALIFICATION CRITERIA – N/A

- 5.3.1 In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain designated groups
- 5.3.2 Accordingly, only the bidders who are with a BBBEE status level of contributor will be considered. Bidder must submit a valid BBBEE certificate as issued by SANAS OR an affidavit and CIPC documents in order to pre-qualify for this tender. ACSA reserves the right to request further information necessary to evaluate the bidder in this regard.
- 5.3.3 By submitting a bid, the bidder certifies that the information and documents provided are true, correct and devoid of any fraudulent misrepresentations. ACSA reserves its right to seek further legal action if the bidder fails to comply with this paragraph 5.3.3



5.3.4 A bidder that fails to meet the above-mentioned pre-qualifying criteria, will be disqualified.

5.4 MANDATORY EVALUATION

A list of mandatory returnable documents must be consulted. To understand which documents are required at the closing date and time please refer to the below:

a. Bidders must accept ACSA terms and conditions.

5.5 FUNCTIONALITY / EVALUATION

The functionality/technical evaluation will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. The evaluation process will be based on threshold criteria where bidders which fail to achieve a **minimum threshold** on each element will not be considered further in the evaluation. The of the evaluation are as follows

Tenders will be pre-evaluated on the criteria set out below. Bidders that score less than **the required minimum of each** criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE.

Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.

Bidders must ensure that only relevant information is submitted, for points to be awarded.

The criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

The maximum of points will be awarded at the sole discretion of ACSA's Bid Evaluation Committee based on the information provided.

A company's and its legacy firms past experience is not a duplication of Criterion Key staff and Personnel. This takes into consideration that the company as an entity has gained relevant experience in the past and showcase or demonstrate that the company is in the business of said Scope of Works.

Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by ACSA and/or professional consulting engineer where applicable.



In order to claim points for the above, bidders must submit enough information as well as documentary proof of information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents and the following: Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof.

If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points.

Tenderers to provide enough experience to score the total points as prescribed if no information is provided below or referred to as an additional attachment **NO POINTS WILL BE AWARDED**

References related to Experience

This section refers to the Company's and its legacy firms' references related to the experience. It also considers that the references are related & relevant to.

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (like this scope of work).
- Was the work completed within the contractual time frame?
- Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project.
- General performance on the project.
- The letter should also include who the contact person is with all his/her detail.

Bidders can provide their references with the attached questionnaire (see attachment), which have to be completed and signed by the references.

ACSA reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience.

Please refrain from submitting multiple references from the same company on the same project.

Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

FUNCTIONALITY CRITERIA

<i>Evaluation Area</i>	<i>Evaluation Criteria</i>	<i>Maximum Point</i>	<i>Minimum Threshold Required</i>
1. Bidder / Companies Previous Experience	<p>Bidder to present Environment Control Officer services work experience on completed projects (within the last 10 years) related to Civil Engineering Projects. This includes Bulk Services and Roads development or similar complex developments, exceeding R15 Million (excl. Vat) each in construction value. References <u>must</u> be included.</p> <ul style="list-style-type: none"> • <3 Projects (0 Points) • 3-4 Projects (20 Points) • >4 Projects (30 Points) <p>(Complete Appendix F) (Attached Signed Client Reference Letters to Appendix G)</p>	30	20
Sub-Total 1.		30	20
2. Professional Registration & Experience of key staff – Environmental Control Officer	<p>Proof of registration with the South African Council for Natural Scientific Professionals as a Professional Natural Scientist in the field of Environmental Management.</p> <p>No registration (0 Points)</p> <p>Professional registration (10 Points)</p> <p>(Attach to Appendix I)</p>	10	10
	<p>Proof of previous experience to be demonstrated as an Environmental Control Officer for at least 5 years.</p> <ul style="list-style-type: none"> • <5 Years (0 Points) • 5-8 Years (15 Points) • >8 Years (20 Points) <p>(Complete Appendix H)</p>	20	15
	<p>Proof of successful completion (as an Environmental Control Officer) on at least 3 similar projects (similar in nature and construction value) within the last 10 years. Construction value of the projects must be greater than R15 Million (excl. Vat).</p> <ul style="list-style-type: none"> • <3 Projects (0 Points) • 3-4 Projects (15 Points) • >4 Projects (20 Points) <p>(Complete Appendix H)</p>	20	15
Sub-Total 2.		50	40
3. Work Methodology	<p>Bidders must respond to the scope of works and outline the proposed work methodology, relating to Environmental Control Management during construction stage.</p> <ul style="list-style-type: none"> • Lack of detail/irrelevant to the scope of work (0 Points) • Detailed generic methodology (10 Points) • Project specific with value add included (20 Points) <p>(Attach to Appendix J)</p>	20	10
Sub-Total 3.		20	10
Total 1, 2, 3		100	70



5.6 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20**, where Price will account for **80** points, whilst preference will account for **20** points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*

Bidders must only price in accordance with the pricing schedule as per Appendix D, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. **Bidders must note that price proposals submitted will be utilised for evaluation purposes and not to considered as final contract prices after acceptance in the panel**

ACSA further reserves the right to negotiate the selection and prioritisation of deliverables and to limit the budget based on affordability.

PRICING SCHEDULE

This annexure should be completed and signed by the Bidder's authorised personnel as indicated below: If applicable each year

- | | | | |
|---|--|-----|----|
| 1 | Are the rates quoted firm for the full period of the contract? | YES | NO |
| 2 | If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and details of the cost breakdown. | | |



RETURNABLE DOCUMENTS

Mandatory Returnable documents

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

RETURNABLE DOCUMENTS AND INFORMATION		SUBMITTED [Yes or No]
Appendix A – BBBEE declaration form	O	
Appendix B – Signed Briefing Session Form	M	
Appendix C - Acceptance of Terms and Conditions (Section 10)	M	
Appendix D – Signed Offer and Acceptance	M	
Appendix E – Tenderers reference and Experience	T	
Appendix F – Tenders Experience	T	
Appendix G – Reference letters from the Clients	P	
Appendix H – Pricing Schedule refer appendix D	O	
Appendix I – Declaration of Interest Form (Section 7)	M	
Appendix J – Declaration of Forbidden Practices (Section 9)	O	
Appendix K – Tax Clearance Certificate and Tax Number	M	
Appendix L – CSD Registration	M	
Appendix M – SBD 9 Certificate of Independent Bid Determination (Section 9.1)	O	
Appendix N – Latest Audited Financial Statements	O	
Appendix O – Certificate of Incorporation	O	
Appendix P – Valid letter of good standing as issued by the department of labour or FEM	M	
Appendix Q – Valid & active CIDB grading – N/A	M	
Appendix R – CIDB PSC Signed Offer and Acceptance	O	



- P** – Pre-Qualification Criteria
M – Mandatory Documents
T – Technical Requirements
O – Other Returnable

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

Validity of submitted information

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



APPENDIX I: DECLARATION FORM

Making a Declaration

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

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

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



Full Name	Identity Number	Personal Reference Number	Income Tax

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



APPENDIX J: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on _____ of _____ 2022.

Name: _____

Designation: _____

Signature: _____



APPENDIX C: ACCEPTANCE OF RFB TERMS AND CONDITIONS

TO: Supply Chain Management Office

Airports Company South Africa SOC Ltd.

Bid Reference No: **KIMB RFQ 5131**

1. Bidder's Name and Contact Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the appointment of an Environmental Control Officer at Kimberley Airport.

- We acknowledge that ACSA's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder/s,
- We have read, understand, and agree to be bound by the content of all the documentation provided by ACSA in this Request for Proposal.
- We accept that ACSA's Bid Adjudication Committee decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.



- We certify that all information provided in our Proposal is true, accurate, complete, and correct.
- This Proposal is specific to this project only; it has no impact, influence, or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) days calculated from the closing date of proposal submission.

Thus done and signed at		on this the		day of		2022
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	



APPENDIX D – FORM OF OFFER

Refer page 22 of CIDB PSC



APPENDIX A: CERTIFIED B-BBEE CERTIFICATE

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

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

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

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

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

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tender	_____		



Appendix F: Schedule of the Tenderer's Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium in similar projects or similar areas and conditions in relation to the scope of work over the last **ten (10) years** will be evaluated.

Tenderers should briefly describe his or her experience in this regard and attach this to the schedule.

The description should be put in tabular form with the following headings:

Environmental Control Officer Experience:

	Names of Client (for which a <u>same or similar</u> service was rendered)	Description of service	Value of Construction Contract Excl. VAT	Confirmation of Practical Completion Date	Performance Period		Contact person and contact details (contact person, telephone and email)						
					From (Date)	To (Date)							
<u>Project 1:</u>							Name:						
							Tel:						
							Email:						
Additional Comments:													
Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>													



	Names of Client (for which a <u>same or similar</u> service was rendered)	Description of service	Value of Construction Contract Excl. VAT	Confirmation of Practical Completion Date	Performance Period		Contact person and contact details (contact person, telephone and email)
					From (Date)	To (Date)	
<u>Project 2:</u>							Name:
							Tel:
							Email:
							Additional Comments:
Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>							
<u>Project 3:</u>							Name:
							Tel:
							Email:
							Additional Comments:
Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>							



	Names of Client (for which a <u>same or similar</u> service was rendered)	Description of service	Value of Construction Contract Excl. VAT	Confirmation of Practical Completion Date	Performance Period		Contact person and contact details (contact person, telephone and email)
					From (Date)	To (Date)	
<u>Project 4:</u>							Name:
							Tel:
							Email:
							Additional Comments:
Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>							
<u>Project 5:</u>							Name:
							Tel:
							Email:
							Additional Comments:
Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>							



Tenderer must complete the above template failure to complete may result in disqualification.

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.

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Tender</i>	_____		



Appendix G: Reference letters from the Clients

Attach here

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

Signed _____ Date _____

Name _____ Position _____

Tender _____



Appendix F: CV and Experience of Environmental Control Officer

Position to hold for this project	<input type="checkbox"/> Environmental Control Officer		
Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education			
Number of Years' Experience:			
Professional Body Affiliation/ Accreditation			

Major Experience in previous years related to similar type of completed projects:	
<u>Project 1 of 5:</u>	
Employer (Company) - ECO	
Client Name (Company)	
Client Contact Number	
Client Representative	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value (Excl. VAT)	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
<u>Project 2 of 5:</u>	
Employer (Company) - ECO	
Client Name (Company)	
Client Contact Number	
Client Representative	



Cell Number	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value (Excl VAT	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
<u>Project 3 of 5:</u>	
Employer (Company) - ECO	
Client Name (Company)	
Client Contact Number	
Client Representative	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value (Excl. VAT)	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
<u>Project 4 of 5:</u>	
Employer (Company) - ECO	
Client Name (Company)	
Client Contact Number	
Client Representative	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value (Excl. VAT)	



Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
<u>Project 5 of 5:</u>	
Employer (Company) - ECO	
Client Name (Company)	
Client Contact Number	
Client Representative	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value (Excl. VAT)	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:



Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

The undersigned, who warrants that he / she is duly authorised 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 _____

Tender _____



Proof of Professional Registration and Qualification

Attach here

(If foreign qualification must be SAQA accredited)

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

Signed Date

Name Position

Tender



Work Methodology

Attach here

Signed Date _____

Name Position _____

Tender _____



APPENDIX L Registration to the National Treasury’s Central Supply Database

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

SIGNED ON BEHALF OF TENDERER:



APPENDIX P Letter of Good Standing

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

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

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

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

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

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

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

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

SIGNED ON BEHALF OF TENDERER:

.....



APPENDIX Q Registration to the CIDB – N/A

Construction Industry Development Board (CIDB)

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

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

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

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

<https://registers.cidb.org.za/PublicContractors/ContractorSearch>.

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

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

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

Tender offers will only be accepted if:

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

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

SIGNED ON BEHALF OF TENDERER:



APPENDIX K Valid Tax Clearance Certificate

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

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

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

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

The Tax Compliance Status Pin will be verified by ACSA

SIGNED ON BEHALF OF TENDERER:

Joint Venture Agreement

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

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

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

Please complete the following:

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

ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings

SECTION B: INSURANCE CLAUSES

1.1 Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

1.1.1 Contract Works

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

1.1.2 Public Liability

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



1.1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.



AIRPORTS COMPANY SOUTH AFRICA

ACSA PERMIT PRICING

NEW PERMIT PRICES AS FROM T1				
		01-Apr-18	31-Mar-19	
Permit Type	Duration		Current Price	NEW PRICE
PERSONAL PERMITS				
Personal permanent permits	6days-2years		236,00	270
Per Icon			66,00	70
Personal temporary permits	2-5 days		236,00	270
Personal visitors permits	1 day		236,00	270
VEHICLE PERMITS				
Vehicle permanent permits	1 year		1 076,00	1141
Vehicle add-on fee	1 year		5 105,00	No increase
Vehicle temporary permits	1 - 3mths		282,00	300
Prorated add-on fee	1 - 3mths		1 370,00	1452
Vehicle temporary permits	3 - 6 mths		560,00	595
Prorated add-on fee	3 - 6mths		2 737,00	2900
Vehicle temporary permits	1-3 days		130,00	138
Vehicle temporary permits	4-30 days		282,00	300
Reprint of Vehicle Disc			130,00	138
Change of Registration			130,00	138
Contractors Vehicles 1- 3 Months			490,00	520
Contractors Vehicles 4 - 6 Months			975,00	1035
Permanent Contractors Vehicle Permit	1 year		1 865,00	1975
PARKING PERMITS				
Staff Parking	1 year		90,00	95
Taxi Parking	1year		90,00	95
LOST/DAMAGED PERMITS				
1st lost Personal permit			530,00	560
2nd loss personal permit			855,00	905
3rd loss personal permit			No issue	No issue
ACSA 1st lost Personal Permit			280,00	300
ACSA 2nd lost Personal Permit			585,00	620
ACSA 3rd lost Personal Permit			No issue	No issue
1st damaged permit			425,00	450
2nd damage permit			535,00	570
3rd damaged permit		No issue	No issue	No issue

ACSA AIRPORT INDUCTION PRICING

ACSA TRAINING ACADEMY

Revised cost and increase wef. 1 April 2019

COMPONENT	Course Cost excl VAT w.e.f. 1 April 2019	Course Cost incl VAT w.e.f. 1 April 2019
Practical Airport Radiotelephony and Airside Competency Course (PARTAC)	R 2 695,00	R 3 099,25
SAFETY		
Airside Induction	R 518,00	R 595,70
Airside Induction Refresher	R 362,00	R 416,30
Airside Vehicle Operators Permit (AVOP)	R 518,00	R 595,70
Airside Vehicle Operators Permit Refresher(AVOP)	R 362,00	R 416,30
REPRINT CERTIFICATES	R 104,00	R 119,60

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I, certify, on behalf of:

that: (Name of Bidder)

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

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

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;



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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



BRIEFING SESSION FORM – N/A

This is to certify that:

Bidder Name _____

Attached a briefing / site inspection meeting which was held

Bidder was represented by:

Name: _____

Designation: _____

This certification is made on behalf of ACSA by:

Name: _____

Designation: _____

Signature: _____

Date: _____



LATEST AUDITED FINANCIAL STATEMENTS OF THE COMPANY



CERTIFICATE OF INCORPORATION

SAFETY FILE REQUIREMENT – N/A

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

- Mandatory form. 37(2) Agreement
 - Mandatory form. 37(2) Agreement of Sub Contractor
 - CR 5(k) Appointment Letter for PC
 - Valid letter of good standing
 - Notification of construction work or Construction Permit as applicable (Annexure 2)
 - Detailed Scope of Work
 - Risk Assessments
 - Fall Protection Plan & Rescue Plan (where applicable)
 - Confined Space Rescue plan
 - Method Statement/s
 - OHS Specification specific to project
 - SHE policy
 - Project specific Safety Plan
 - Airside Safety Plan (where applicable)
 - Updated Employee List of with ID/Passport Copies
 - Medicals (where applicable)
 - First Aid box Register
 - PPE study and issue register
 - Tools/Equipment/Plant/Scaffolding registers
 - Waste management Plan
 - ACSA EMS 048 Environmental Specifications
 - Letters of appointment with competencies (where appointment are applicable depending on the task):
1. OHS 16(1)CEO
 2. OHS 16(2) Assistant CEO
 3. CR 8.1 Construction work Manager
 4. CR 8.5 Construction H&S officer
 5. CR 8.7 Construction work Supervisor
 6. CR 8.8 Assistant Supervisor
 7. CR 9.1 Risk Assessor
 8. CR 13.1(a) Excavation Supervisor
 9. GAR 9 Incident Investigator
 10. GSR 9 First Aider
 11. CR 24 & EMR 9 Electrical Tool Inspector
 12. CR 29(H) Fire Fighting Equipment Supervisor
 13. CR 23 Construction Vehicles & Mobile Plant Operator
 14. GSR 13 Ladder Inspect
 15. Portable (Hand) Tool inspector



16. CR 16.1 /SANS 085 Scaffolding Inspector
17. CR 28 (a) Stacking and Storage Supervisor
18. HCS Supervisor (HCS Regulations)
19. OHS 19 SHE Committee Members
20. OHS 17 Health & Safety Reprehensive

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2022.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2022.
