

BID DOCUMENT

FOR

THE APPOINTMENT OF PROFESSIONAL BUILT ENVIRONMENT CONSULTANTS FOR THE PERIMETER ROAD UPGRADE PROJECT FOR A PERIOD OF 36 MONTHS AT GEORGE AIRPORT

Bid Reference Number: RA7345/2023/RFP

Issued by
Airports Company South Africa
Cape Town International Airport

Note:

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

NAME OF BIDDER:

JANUARY 2024

BIDDER'S DETAILS

1.	NAME OF TENDERER (BIDDING ENTITY)	(FULL NAME, i.e. (CC, (Pty) Ltd, JV, SOLE PROPRIETOR
.2.	TEL NUMBER	
.3.	FAX NUMBER	
.4.	EMAIL	
5.	NAME OF CONTACT	
6.	NATIONAL TREASURY CSD REGISTRATION NUMBER	

TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa SOC LTD. invites suitably qualified service providers to bid for the
THE APPOINTMENT OF PROFESSIONAL BUILT ENVIRONMENT CONSULTANTS FOR THE PERIMETER ROAD UPGRADE PROJECT FOR A PERIOD OF 36 MONTHS AT GEORGE AIRPORT

TENDER ADVERTISED : 18 January 2024

CLARIFICATION MEETING : Refer to the below.

Compulsory Clarification Meeting

A compulsory virtual clarification meeting with representatives of the Employer will take place on **24 January 2024 at 10H00**. Failure to attend the virtual clarification meeting will result in the disqualification of the bidder.

Bidders are to request the MS Teams link to the clarification session two days in advance from the ACSA SCM official. An email must be sent to Tenders3.ksia@airports.co.za.

Bidders shall email the ACSA Representative at Tenders3.ksia@airports.co.za to request the Detail Design Drawings for this Tender. The email subject matter should contain the TENDER REFERENCE NUMBER **RA7345/2023/RFP**.

CLOSING DATE AND TIME FOR QUERIES : 16h00 (South African Time), 5 February 2024

CLOSING DATE OF TENDER : 13 February 2024

CLOSING TIME OF TENDER : 16h00 (South African Time)

METHOD OF SUBMISSION : Email submission to
Tenders3.ksia@airports.co.za

TENDER SUBMISSION : See Section 1. Electronic Submissions to the above email address only.

Queries relating to the issue of these documents may be addressed to ACSA SCM Official, **Mr. Mlungisi Mgobhozi** Tel no. **032 436 6198** E-mail address: Tenders3.ksia@airports.co.za

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

Bidders must not email their submissions as one big attachment. Kindly break your submission into at least **(04) four or more attachments of 4 MB each**.

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SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available for free download on www.etenders.gov.za and ACSA website – www.airports.co.za/business/tender-bulletin/current-and-future-tenders. Kindly print and complete.

1.2. Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted **on or before 13 February 2024 at 16h00** using the following method(s):

1.2.1. Hand delivery:

NOT APPLICABLE, ONLY ELECTRONIC SUBMISSIONS

A PHYSICAL FILE WILL BE REQUESTED ONLY FROM THE WINNING BIDDER AT AWARD STAGE.

1.2.2. Email submissions:

Electronic copies of the bids must be e-mailed to Tenders3.ksia@airports.co.za

ENSURE THAT THE ELECTRONIC COPY IS WELL LABELLED AS PER THE RETURNABLES SCHEDULE. PLEASE SUBMIT IN PDF FORMAT AND BIDDERS MUST NOT SEND THEIR SUBMISSION AS ONE BIG ATTACHMENT. BREAK YOUR SUBMISSION INTO SMALLER ATTACHMENTS AND PUT THE REFERENCE NUMBER [RA7345/2023/RFP](#) AS YOUR SUBJECT FOR EMAIL.

1.2.3. Telephonic, telegraphic, telex, facsimile tenders will not be accepted.

1.2.4. Tenders may only be submitted on the tender documentation that is downloaded from the National Treasury and ACSA Websites.

1.3. Alternative Bids

No alternative bids will be considered.

1.4. Late Bids

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

1.5. Clarification and Communication

Bidders may only communicate on this RFP with the ACSA employee using the details listed below:

Name: MLUNGISI MGOBHOZI

Designation: SCM OFFICIAL

Tel: 032 436 6198

Email: Tenders3.ksia@airports.co.za

- 1.5.1. Request for clarity or information on the tender may only be requested until **16:00 pm on 5 February 2024** after this date tenderers may start submitting their bids. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Quotation.
- 1.5.2. Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- 1.5.3. Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
- 1.5.4. 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. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this tender;
- 1.7.2. Split the award of this tender;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Cancel this tender.

1.8. Validity Period

- 1.8.1. ACSA requires a validity period of **One Hundred and Twenty (120) business days** from closing date for this tender.
- 1.8.2. During the validity, period the prices which have been quoted by the bidder must remain firm and valid.

1.9. Confidentiality of Information

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

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Free Fax: 0800 00 77 88 Email: office@thehotline.co.za

SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK

2.1 Background

The project aims to upgrade George Airport's, approximately 8.6km of perimeter road. The road is a critical part of the airport and is linked to airport operations, compliance, and safety. The existing gravel service road is more than 20 years old and is in an inferior condition. A SACAA audit was undertaken, and there were severe findings. The road was declared unsafe. A capital infrastructure project was therefor initiated to remedy compliance and safety issues.

In 2019, Engineering Professional Services Consultants was appointed for the Perimeter Rd project to deliver the scope of works, Stages 1- 6 as stipulated in the ECSA Gazetted Guidelines. As a result of the financial impact of the pandemic, ACSA deferred the project. The consultant's appointment was terminated while the project was in the procurement stage. The consultants' scope of work was never completed; a new professional services team must be appointed to complete the remaining scope of work.

2.2 Purpose of this Tender

The purpose of this bid is to solicit the services of a Professional Built Environment Consulting Team for the Upgrading of the Existing Perimeter Rd located at George Airport. The upgrade of the perimeter road at George Airport is to ensure continued safe use for operations and all other users of the road. The road is located on airside. The project was initiated to mitigate all the SACAA non-conformances listed against ACSA.

The project will be executed in a live environment, with minimal disturbances to operations, particularly AVSEC who do security patrol, as part of the NKP requirement.

To complete the remaining works for this project, ACSA requires the services of Professional Built Environment Consulting Team to undertake Engineering Design & Engineering Management Services (Deliverables stipulated in the ECSA Gazetted Guideline), provide Occupational Health and Safety Services (Deliverables stipulated in the SACPCMP), Environmental Monitoring Services (to track and monitor Environmental Compliance during construction) and provide Transformation Services to identify, analyse and develop opportunities for vulnerable groups. The lead consultant shall appoint third-party specialists to conduct investigations.

2.3 Scope of Works

2.3.1. The Proposed Construction Scope of Works for this project is as follows:

The construction scope of works for this project involves the following actions, which fall on **Airside** of the George Airport Precinct.

A. Upgrade the Existing Airside Perimeter Rd

The reconstruction of approximately 8km of the perimeter road and minor upgrade of 1.2km of road, together with the associated stormwater infrastructure to effectively take water away from the road. See diagram overleaf indicating the extent of the Perimeter Rd.



- The road surface will be formalized with the final cross section of a 3.6m lanes in a single direction The provision of stormwater infrastructure to take water away from the road where required.
- The perimeter road must also have side roads that access key airport infrastructure ie. major airfield substations and access gates.
- Relocation of existing services infrastructure where required.
- Road footprint at all emergency gates to be upgraded to allow ease of opening the gates.
- Road markings, traffic signage, and other relevant signage
- Minor Civil Works (guardrails, gabions, fencing, gates, etc.)

B. Upgrade the Existing Airside Service Rd (See Overleaf)

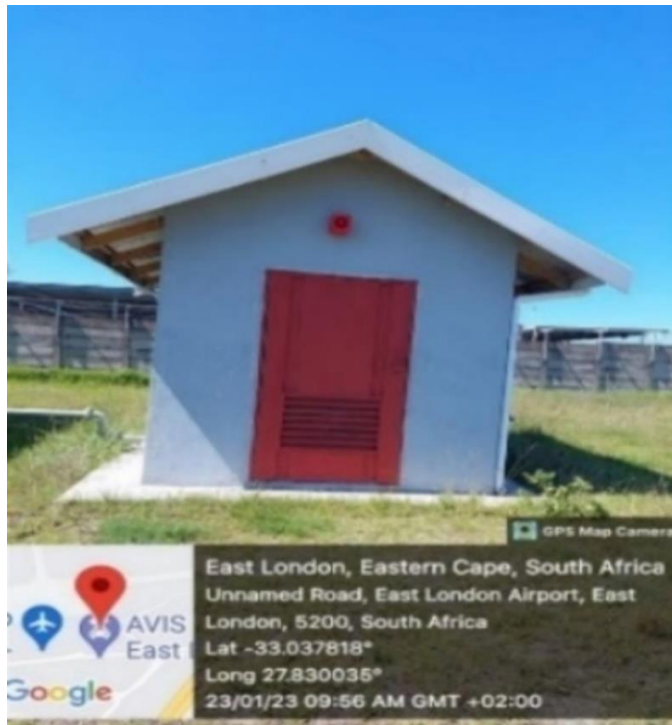
- The reconstruction/upgrade of approximately 350 m of the service road, together with the associated stormwater infrastructure to effectively take water away from the road. Where other existing services are affected, they shall be relocated or protected as required. See extents indicated in “red” overleaf.
- Upgrade the existing ground handler’s equipment staging area and existing block paved area.
- Road markings, traffic signage, and other relevant signage.

NB: All existing services must be identified/confirmed before engineering design or construction commences.



3.2 Additional Construction deliverables

- a) Close Out Project in line with Employers Asset Management procedure which shall include;
- A list of assets created in accordance with the ACSA Data Dictionary. (ACSA will provide the Data Dictionary)
 - The list of assets must contain all the details required to complete the ACSA Capitalisation form, these are:
 - Date new asset was complete and came into use.
 - List of assets to be disposed.
 - New asset: what is the expected life span of this equipment/infrastructure - consider when deciding under which asset class to add asset.
 - Provide: Serial numbers, Make and model, Asset Description, Cost Centre
 - Also inform if there are different components (items that have a different life span)
 - Bar codes to be added, will be done after all assets has been identified. Barcodes available from ACSA Finance office
 - The above must match the BOQ attached to the Completion Certificate.
 - Photos with GPS coordinates are required. See example overleaf.



The Total Estimated Cost of the Construction Scope of Works is **R30 000 000 (Excl. Vat & Contingency)**.
 The Construction duration is estimated to be **12 months**.

2.3.2 Scope of Works for the Professional Built Environment Team is as follows - This Tender

2.3.2.1 Engineering

Provide Engineering Services as described in the ECSA Gazetted Guideline, March 2021. See attached Annexure.

a) Stages 3 – Design Development

- All deliverables per the ECSA Gazetted Guideline, March 2021
- The built environment consulting team to review the existing engineering detail design and update it where necessary. The existing design does not include the scope of works for the upgrade of the existing airside service road, nor the access roads.
- Complete a detailed itemised cost estimate (BOQ) for the full construction scope of works.
- Review and Update the existing detail design report to include the full scope construction scope of works as indicated in this Tender. Kindly note, ACSA does not have a “MS Word” copy of the original report.
- Accept design liability by signing off a Detail Design Report and Engineering Design Drawings.
- Stage 3 is complete when a Detail Design Report is approved by the Project Sponsor.

b) Stages 4 - Documentation and Procurement

- All deliverables per the ECSA Gazetted Guideline, March 2021
- Compile, Review and Update the existing BOQ. The existing BOQ contains information for the perimeter road scope of work only and does not contain information related to the upgrade of the service road, nor access roads.

- Review, Update and Complete the final Tender document with the full construction scope of work as contained in this Tender. The principal consultant to transfer the existing information to a new ACSA Tender Proforma Template.
 - Update the draft Tender with the Clients requirements.
 - Attend Bid Specification and Bid Evaluation meetings; present draft tender to procurement committee.
 - Write a tender evaluation report – evaluation of the preferred bidders pricing.
 - The stage is complete when the Final Tender document is accepted, advertised, and the bid evaluation is completed.
- c) Stages 5 – Contract Administration and Inspection
- All deliverables per the ECSA Gazetted Guideline, March 2021.
- d) Stage 6 – Close Out
- All deliverables as per the ECSA Gazetted Guideline, March 2021.

2.3.2.2 Additional Services

The provision of additional services pertaining to all stages of the project as described below.

- The provision of **Level 3 Full Time Site Monitoring** during construction. It is estimated that most of the construction work will take place during the day.
 - Normal Working Hours - 70% of the time.
 - Airport Non-Operational Hours – 30% of the time.
- The provision of an **Assistant Resident Engineer**.
- The provision of **Engineering Management Services** (Stages 3 – 6 deliverables as stipulated in the ECSA Guideline Gazette).
- Develop a detailed preventative maintenance procedure in the form of **SOP's** which are to be implemented to maintain the infrastructure.
- Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.
 - The **Professional Health and Safety Agent** will be required to provide services as prescribed in the South African Council for the Project and Construction Management Professional (SACPCMP) document. Refer to the attached Annexure.
 - The Principal Consultant shall appoint a Professional Occupational Health and Safety Agent that is registered with SACPCMP as a Pr. CHSA.
 - The Pr. CHSA shall be appointed for Stage 3 - 6 deliverables as stipulated in the SACPCMP 2009 Guideline document, which is attached as an Annexure to this tender.
 - The OHS to review and update the existing OHS specification.
 - The appointed Professional Health and Safety Agent for this bid will monitor the appointed Occupational Health and Safety Officer appointed under the contractor to ensure compliance with the latest Occupational Health and Safety Regulations and advise the Employer of any non-conformance.
 - The bidder will provide weekly audits for the duration of the construction period. Monthly reports are to be issued electronically to the Engineer and Employer at an agreed date prior to the monthly contractor site meeting.

The Health and Safety Professional will perform the duties of Occupational Health & Safety Agent to ensure:

- ACSA Safety policies and procedures are adhered to
- Work is carried out safely without impacting the Airport Operational Environment

2.3.2.3 Disbursements

- a) Miscellaneous cost (ACSA Permits, Construction Permits, Induction, Training Courses, etc)
 - b) Printing, binding, laminating
 - c) Building, wayleave or services permits.
 - d) Third - Party specialist services;
- The provision of an **Environmental Control Officer (ECO)** to provide the Scope of Work as described below. Applicable to the construction execution stage only.
 - undertake ongoing monitoring of the construction site and activities through regular (at least weekly) site inspections;
 - document important findings noted during the site inspections;
 - monitor the implementation of specific elements of the EMP by contractors;
 - advise the Principal Consultant and ACSA on actions or issues impacting on the environment,
 - provide appropriate recommendations to address these and confirm the issuing of subsequent site instructions;
 - calling for and approving method statements for specific activities that could have an environmental impact;
 - ensure that contractors have copies of the EMP and all approved method statements; and
 - assist with environmental induction training of the construction workers where necessary;
 - Provide monthly audit reports
 - Recommend the issuing of fines where necessary
 - Monitoring adherence to the EMP and approved method statements
 - Compiling a final close-out report regarding the EMP and its implementation during the construction period and submitting the report to the Employer
 - Provide **Transformation Agent Services**. The Professional Engineering Consultant shall appoint a Transformation Agent to complete the below Scope of Works.

Stage 3: Transformation Proposal Acceptance

- Reviewing the documentation programme/ cost estimates/ design specifications with the principal consultant and other professional consultants.
- Attending design and consultants' meetings.
- Receiving relevant data and cost estimates from the other professional consultants.
- Preparing detailed project specific CPG strategy.
- Liaising, co-operating and providing necessary information to the Employer, principal consultant and other professional consultants and for which the following deliverables are applicable:
- Detailed transformation strategy/ proposal in line with CPG targets and facilitate Employer approvals.
- Detailed skills development strategy/ proposal.
- Detailed strategy to determine local content.
- Mutually agreed additional services

- Conduct/ attend community engagements with ACSA SED Team to convey project information related to community empowerment.

Stage 4: Construction Tender Documentation and procurement

- Attend construction tender preparation meetings.
- Review working drawing, specifications, estimates etc. to ensure compliance with approved transformation strategy.
- Prepare tender documentation for both principal and subcontract procurement to comply with transformation targets.
- Assisting with preparation of contract documentation for signature

Stage 5: Construction

- Establishing and maintaining a financial control system to ensure contractors adherence to transformation strategy/ deliverables.
- Attending fortnightly technical, on site and consultants' meetings.
- Attending Sub-Contractors' meetings chaired and minuted by the Principal Contractor to monitor and control the progress of various sub-contractors as well as to ensure that the necessary co-ordination occurs between Sub-Contractors and the Principal Contractor.
- Conduct monthly audits on site throughout the construction period.
- Monitor compliance of the Principal Contractor's Transformation CPG requirements, impose penalties where there is non-compliance, monitor progress, verify integrity of information provided and report on a monthly basis.
- Preparing detailed monthly reports/ schedules/ forecasts/ status reports of cash flow/ spend to ensure CPG targets are met:
- Equity
 - Management control and employment equity
 - Skills development
 - Enterprise and supplier development

Stage 6: Close out

- Assist Principal Consultant in Concluding final account(s) and identifying, confirming transformation targets have been met.
- Preparing detailed concluding transformation report including lessons learnt.
- Prepare handover pack for approval by Employer.
- Mutually agreed additional services

The Transformation Agent shall be appointed for the below stages;

- a) Stage 3 – Detail Design
- b) Stage 4 – Procurement
- c) Stage 5 – Construction Administration and Monitoring
- d) Stage 6 – Close Out

Note: ACSA reserves the right to award the whole or part of the Tender as it sees fit.

2.3.3 Description of Services Required

(1) Normal Services

a) Engineering

Engineering

The Engineering Consultants will perform all duties as laid out in the ECSA Government Gazette Scope of Services. Standard Engineering Guidelines as per the Guideline Scope of Services rendered by persons registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000), March 2021. See Annexure.

Engineering Management Services

The Engineering Consultants will perform Engineering management duties as laid out in the ECSA Government Gazette Scope of Services. Standard Engineering Guidelines as per the Guideline Scope of Services rendered by persons registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000), March 2021. See Annexure.

(2) Additional Services

a) Construction Monitoring

Construction monitoring is a vitally important part of this project that requires the input of an experienced individual on site. **Level 3 Full Time Construction Monitoring** (as per the ECSA Guideline Scope of Services) must be provided by the Service Provider for the duration of the construction period.

It is anticipated that work will be performed during airport operational and non-operations hours.

Airport Operating hours:

Monday – Thursday = 06:00 – 19:00

Friday = 06:00 – 20:00

Saturday = 08:00 – 15:00

Sunday = 08:00 – 19:30

- b) The provision of a Professional Health and Safety Agent to act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.

(3) Disbursements

- c) The provision of an Environmental Control Officer (ECO).
d) The provision of a Transformation Agent.

2.3.4 Constraints of Project Implementation

This project will be implemented in a live, operational environment on the airside precinct of the airport. Work done on or near an active airport is subject to special requirements and conditions to always ensure the safe

operation of the airport. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and construction programme.

2.3.5 Cooperating with and obtaining acceptance of Others

Whenever work being done by Others on the project or dependent on or adjacent to related Services, the interface and sequence of the works, and the services should be such that least interference possible will result to the Consultant, Contractors and to Others. Cooperation is required between the Consultants, Contractors and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

As required from time to time or as per statutory requirements, the Consultant will liaise with and obtain acceptance from statutory authorities and avail themselves for any inspections that would be required.

Detailed programmes prepared for all project works having interfaces with services shall be discussed with the Employer in order that phasing, duration, and use of working areas, etc. can be drawn into the overall programme for the project works.

The project team will work closely with other Service Providers to develop a contractor procurement strategy that will limit the number of contractors on site at the same time.

2.3.6 Service Enquiries/Wayleave Applications/building permits

The Service Provider shall be responsible for all service-related enquiries/wayleave/building permit applications from the various service authorities, the requirements of whom shall be carried through into the design and works project documentation as necessary.

2.3.7 Occupational Health and Safety

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the Employer as contemplated in the Construction Regulations.

The cost of the OHS specialist must be included in the fee tendered for this aspect of the project.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any sub-consultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract.

Furthermore, the service provider shall be required to ensure that weekly site audits (physical and administration audits) are conducted and a close out report is issued upon completion.

ACSA requires a Pr. CHSA to undertake the duties per the Occupational Health and Safety Act and the Construction Regulations in terms thereof, on behalf of the Employer. The appointed Engineer shall source the services of a Professional Health and Safety Agent, or provide the service if an internal resource exists, providing the resource has the necessary registration criteria as listed in this document. The services should include the following:



- The OHS Agent must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act.
- The OHS Agent must execute the duties of the Employer, as his appointed agent, as contemplated in the Construction Regulation.

The Professional Health and Safety Agent to complete the deliverables stipulated in the SACPCMP Guideline Scope of Services (Stages 3- 6) for Construction Health and Safety Professionals.

The OHS shall be appointed for the below stages;

- Stage 3 – Design Development
- Stage 4 – Documentation and Procurement
- Stage 5 – Construction
- Stage 6 – Close Out

The appointed Professional Health and Safety Agent for this bid will monitor the appointed Occupational Health and Safety Officer appointed under the contractor to ensure the contractor is compliant with the latest Occupational Health and Safety Regulations, and advise the Employer of any non-conformance and corrective action that will be undertaken.

The appointed Occupational Health & Safety Agent shall ensure:

- ACSA Safety policies and procedures are adhered to
- Work is carried out safely without impacting the Airport Operational Environment

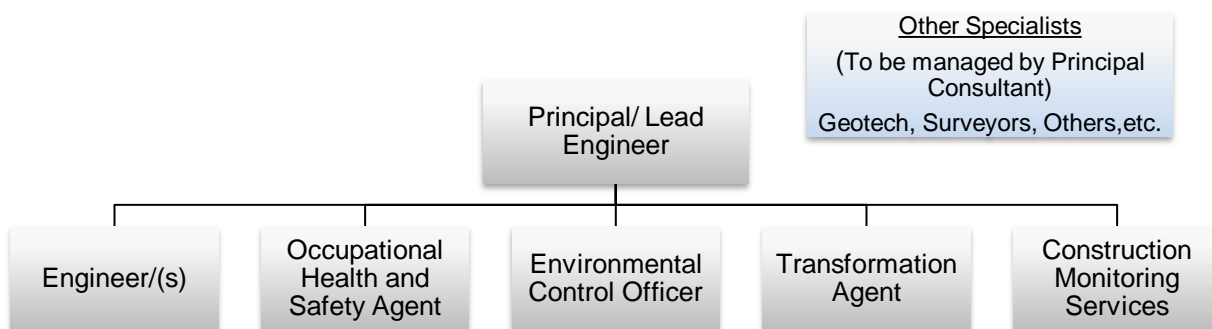
2.3.8 Transformation

Airports Company South Africa SOC Limited subscribes to the National Transformation and Empowerment Imperatives and B-BBEE objectives. The Service Provider shall conform to ACSA's Transformation Imperatives.

2.3.9 Environmental

The Service Provider shall ensure that the project is executed in accordance with all regulatory and applicable national laws, norms and ACSA policy and procedures.

2.3.10 Team Organogram



The professional team will be responsible for deliverables of the below stages of the project. A two-stage approach will be followed:

Phase 1

- Stage 1: Inception (**N/A**)
- Stage 2: Concept and Viability (**N/A**)
- Stage 3: Design Development (**Refer to Scope of Work**)
- Additional Services to be mutually agreed upon.

Phase 2

- Stage 4: Documentation and procurement (**Refer to Scope of Work**)
- Stage 5: Contract Administration and Inspection (**Refer to Scope of Work**)
- Stage 6: Close out (**Refer to Scope of Work**)
- Additional Services to be mutually agreed upon.

The purpose of the phased approach is to allow ACSA an opportunity to make an investment decision at the end of Phase 1. As ACSA is a state-owned entity, it is mandatory for the organisation to receive the necessary funding approvals before proceeding to the Stage 4, Documentation and Procurement stage. This is in accordance with the FIPDM Framework. **Stage deliverables as stipulated in the FIDPM framework will be required for this project.** Refer to the attached Annexure: FIDPM.

2.3.10.1 Professional Team Requirements

Project Team

a) Engineering

- Principal/ Lead Engineer
 - Registered with ECSA as a Professional Civil Engineer or Technologist with at least 6 years project related experience.
- Civil Engineer/Technologist
 - Registered with ECSA as a Professional Civil Engineer or Technologist with at least 3 years project related experience.
- Resident Engineer/ Technologist/ Technician (Construction Monitoring Services)
 - Registered with ECSA as a Professional Civil Engineer or Technologist or Technician with at least 3 years' project related experience.
- Assistant Resident Engineer/ Technologist/ Technician
 - Registered with ECSA as a Professional Civil Engineer or Technologist or Technician with at least 3 years' project related experience.

Specialist Consultants:

- Occupational Health and Safety Agent
 - Registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr. CHSA) with at least 3 years' construction project related experience. If the OHS is externally sourced, the lead consultant shall provide 3 quotes from service providers after tender award.

- Environmental Control Officer
 - 3 years' experience as an ECO in a similar role, and an appropriate 3-year life science undergraduate degree and registered as a Professional Natural Scientist (Pr. Nat. Sci) with the South African Council for Natural Scientific Professionals (SACNASP). The lead consultant to source 3 quotes from service providers before construction commences.
- Transformation Agent
 - At least 2 years' transformation experience related to built environment projects. The lead consultant to source 3 quotes from service providers after tender award.

b) Other Specialist Services, if required:

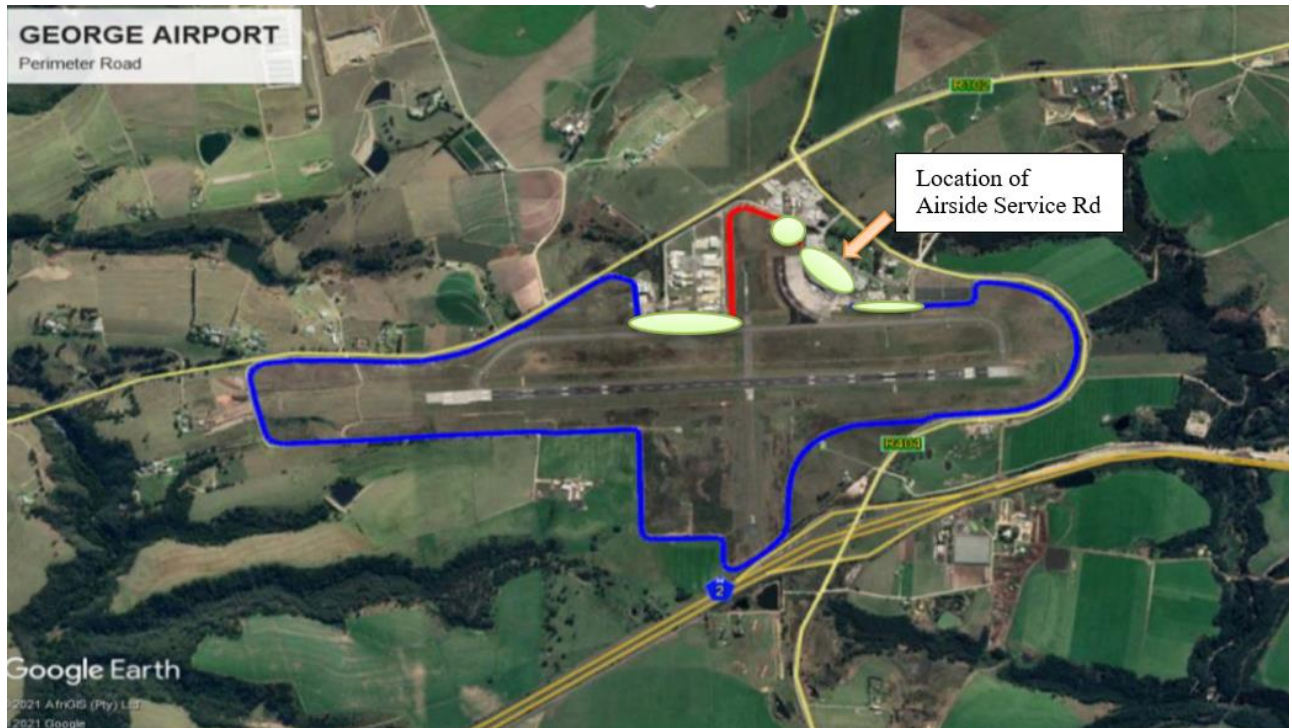
- Land Survey
- Geotechnical Investigation
- Laboratory testing
- Other testing and investigations (To be determined by Engineer)

(Third - Party Service Providers to have applicable registrations/certifications in accordance with their discipline)

Note: All Engineers or Specialists that perform work on this project, shall have the necessary professional industry registration as required by the Employer.

3.0 OTHER INFORMATION

3.1 Site Information/Extent of Works



See above locality of George Airport. Refer to “Construction Scope of Work”.

It is anticipated the construction works located in areas indicated in “green” shall be completed during airport non-operational hours.

3.2 Existing Information

The engineering design for the Perimeter Rd was completed by a previous consultant and the information received is as below. The construction scope of work has now been updated.

- a) An Inception Report (ECSA Stage 1)
- b) A Concept and Viability Report (ECSA Stage 2)
- c) A Detailed Engineering Design Report (ECSA Stage 3). This document does not contain the design for the airside service road, nor access roads.
- d) Professional Engineering Signed Detail Design Drawings. The appointed service provider to update the design drawings.
- e) A 2021 Cost Estimate – An itemised Bill of Quantities (BOQ) containing a breakdown of items.
- f) A Draft Tender document to source a contractor to implement the works (ECSA Stage 4). This document does not contain the airside service road costing, specifications, etc, nor information for the access roads.
- g) Material Testing – Testing was completed for the perimeter road only. The appointed service provider to advise whether additional testing is required. The Service Provider shall provide a quote to redo the testing and the quotes shall include testing for the full construction scope of works as indicated in this Tender.
- h) Existing services information - information to be verified.

3.3 Form of Contract

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (See Annexure). **The Form of Offer is contained in Annexure S1. Bidders are to complete the form of offer in full and sign.**

3.4 Extent of Services

Refer to Scope of Work.

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) and ACSA Project Management Processes and Procedures. The Employer reserves the right to terminate the project at any stage should no budget be available.

3.5 Reference data

A compulsory clarification session will be held to clarify the Scope of Works and answer queries. Existing Services information shall be made available when the Service Provider is appointed. All existing services information to be verified before commencing design or construction works.

3.6 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 financial year ends 31 March each year, and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer.

The project must be delivered as part of the overall milestone delivery programme (indicatively shown below). ACSA operations cannot be affected by milestones missed and Service Providers are to therefor plan their project programmes carefully.

See the below project milestone deliverables. **The intention is to provide the works stipulated within the timelines provided, or sooner.** The **construction period is estimated to be 12 months**, and the Service Provider is to consider parallel works activities to shorten this duration where possible.

Project Key Milestone Dates

Task Name	Duration	Estimated Start	Estimated Finish
C: Detail Design	59 days	2024 April 16	2024 July 09
D: Procurement (Contractor)	106 days	2024 July 10	2024 December 06
E: Construction	564 days	2024 December 09	2027 March 31
Submit Safety Files for approval and review	10 days	2024 December 09	2025 January 15
Submit insurances and guarantees	10 days	2024 December 09	2025 January 15
Permits	30 days	2025 January 16	2025 February 26
Site Handover	0 days	2025 February 26	2025 February 26
Construction	12 mons	2025 February 27	2026 February 26
Practical Completion	0 days	2026 February 26	2026 February 26

During the project lifecycle the Service Provider shall provide a project programme compatible with MS Projects. The below minimum information is required in Gantt Chart format:

- programme activities,
- task dependencies and/ interdependencies,
- task durations,
- project critical path,
- start and completion date
- total duration of project

3.7 Reporting

Aside from the reports required in terms of this appointment (Design and Cost Reports), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of any works project.

The appointed Service Provider shall compile a monthly project monitoring report (Project Board Report) as an overall project performance indicator. The monthly progress report shall contain a cost report indicating expenditure in respect of both the Service Provider's appointment and the various specialists, together with the anticipated spend to the end of the financial year in question. It is anticipated the successful bidder shall manage all consultants appointed under this contract.

The Bidder shall also make allowance for writing other reports in the pricing schedule.

3.8 Disbursements

Disbursements will be paid on a proven cost basis. (Refer to Section 4: Pricing Schedule).

3.9 Use of reasonable skill and care

The Service Provider 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.

It is important to note that the proposed infrastructure is to be built on Airside. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to operations. The Service Provider is to always adhere to ACSA Occupational Health and Safety requirements. No leniency will be granted for breach of policy. Resources will be required to attend Airside Induction Training before entering airside.

3.10 Meetings

Regular meetings are necessary for the management of the project, including but not limited to cost review, project board and project management meetings scheduled during the lifecycle of the project. The relevant senior personnel are expected to attend on behalf of the Service Provider and other consultants, as and when required.

i. Employer Management Meetings

The Service Provider will be expected to attend **monthly** Employer Management meetings to provide feedback on project progress. The Service Provider shall facilitate and co-ordinate these meetings and ensure all the required project stakeholders are present. Programme, risk, and overall project issues shall be presented and proposed solutions discussed with the Employer.

- ii. **Project Board Meetings**
The Service Provider will be expected to attend **monthly** Project Board meetings with the Employer. The objective of this meeting is to provide ACSA Senior Leadership with overall project progress. The Service Provider is expected to complete a Project Board Report in preparation for this meeting. On appointment, the project board report template will be shared.
- iii. **Cross Functional Team Meetings (Technical meeting)**
The Service Provider shall be responsible for all aspects of the project. Regular meetings (**a minimum of 2 meetings per month**) must be held with the designated representatives of the Employer. These meetings will be structured to gain final approval and obtain technical input from Employer for all design aspects of the work. The Service Provider shall arrange and co-ordinate meetings in advance to ensure all stakeholders are present.
- iv. **Documentation and procurement stage Meetings**
During Stage 4: Documentation and Procurement stage - the Service Provider shall attend and participate in the scheduled meetings to present the tender document to the Employer and Tenderers. The Engineer will be required to compile the construction tender document and participate in the tender evaluation. The evaluation will be located at George Airport.
- v. **Site Meetings & Inspections**
During Stage 5: Contract Administration and Monitoring stage of this project, the Service Provider shall convene and run **fortnightly** site meetings where the Employer and Contractor will be present. Technical meetings with the contractor may also be required to ensure the successful implementation of this project. The Service Provider shall price for all site meetings/other meetings deemed necessary; to include site inspections.
- vi. **Ad-hoc Meetings**
The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, Stakeholder Groups, or other Service Authorities, to address specific issues as and when the need arises.
- vii. **General**
The Service Provider shall be represented at all meetings by at-least one of the key personnel. The Service Provider shall provide secretarial services (for record keeping purposes) at all meetings.

3.11 Payment of fees

Payment of fees shall be paid in accordance with work completed as per the agreed cash flow approved by the ACSA Project Manager. Period for payment of monthly fee claims will be 30 days from date of invoice, that is correctly submitted and approved, in line with ACSA's payment cycle.

All fee claims are to be addressed to:
Airports Company South Africa SOC Ltd
Cape Town International Airport
Private Bag x9002
Cape Town
7525
Vat No: 4930138393

and are to be submitted via the ACSA CTIA PPM, addressed to the ACSA Project Manager, Zahra Noorbuckus.

The Service Provider must ensure that the following are shown on the invoice:

- Service Provider Vat No. and address
- Service Provider banking details
- Employer's purchase order number;
- Employers VAT Registration no. and address
- the contract number and title; and
- the total amount claimed excluding VAT, and incl. VAT

3.12 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.

Although this project documents may be scrutinised by the ACSA departmental specialists, this shall in no way relieve the Service Provider of their professional responsibility for the proper and prompt execution of duties. In the event of professional default or negligence, ACSA reserves the right to claim compensation or damages. ACSA shall also be entitled to have any documentation or calculations verified by other experts. In the event of any errors being proven therein, the Service Provider will be held liable for costs resulting there from.

3.13 Place for performing specific tasks

It is recommended that the successful bidder have a presence at George Airport. Refer to the Disbursement and Claimable cost compensated by ACSA. The Service Provider's personnel may also be required to attend meetings elsewhere in the George area, as and when required. Bidders are to price accordingly. It is anticipated that the bulk of the bidder's deliverables will be undertaken on site (George Airport). During construction, it is expected the successful bidder maintain a strong presence on site.

3.14 Safety and Security

It is an explicit condition of this appointment that partners, directors and/or the members of staff who will have an insight into the planning of projects requiring a security clearance, be kept to a minimum and that such persons will not object to be submitted to a security clearance if ACSA so requires.

All documents pertaining to this project must be stored in a safe place when not in use to ensure that the level of security of the projects is maintained. A document register to be maintained.

ACSA will not accept liability for any costs in this regard. The Service Provider is to ensure that his personnel always comply with airport security and safety. Further details are contained in the attached Annexure- ACSA Special Requirements.

3.15 Key Personnel/Resourcing

The proposed structure and composition of the project team i.e. key staff members functions and proposed technical support staff in the format of a project specific organisational chart must be submitted.

The roles and responsibilities of each key staff member/expert must be set out as job descriptions.

Should the Service Provider replace a resource, the applicable registrations as stipulated in this document shall apply.

The Service Provider must be adequately resourced to deliver the project to the satisfaction of the Employer.

Should there be a material change to the style, management, or composition of the Service Provider project delivery team which, in ACSA's opinion, substantially affects the strength of empowerment of previously disadvantaged professionals and skills transfer to such persons, then ACSA reserves the right to review the Service Providers continued involvement on this project.

In the event of the Service Provider failing to meet the agreed programme, ACSA reserves the right to insist that you supplement your resources to achieve and maintain programmed dates at no additional cost to ACSA.

In the event of the Service Provider failing to meet the agreed programme and budgetary constraints, ACSA reserves the right to take appropriate action for poor services rendered.

In the event key personnel are changed during the project lifecycle, approval must be sought from the ACSA Project Manager. Should personnel not meet the criteria of this Tender, ACSA reserves the right to terminate this appointment.

In the event of the Service Provider repeatedly breaching any of the items of this appointment in such manner that your conduct is inconsistent with the intention or ability to carry out the provisions of this appointment then ACSA shall be entitled at its sole discretion to prematurely terminate this appointment.

3.16 As-built documentation

All Consultants appointed for this project, shall submit Close Out documents at the end of the project lifecycle. During the submission of such documents to the Employer, the Principal Engineer will be required to provide written and signed confirmation that the As-Built and Close Out information submitted to the Employer is a true reflection of what is built on site. Refer to Annexure.

3.17 Approvals

The Service Provider shall be responsible for overseeing/ managing the following approvals:

- Approval of the implementation programme
- Approval of FIDPM Stage 3,
 - The Service Provider must sign the Detail Design Report, and engineering design drawings. Final sign-off to be obtained from ACSA key stakeholders.
- Approval of FIDPM Stage 4 - Procurement completion.
- Approval to proceed to various project stages.
- Approval to commence construction works.
- Wayleave approval or permits from all service authorities (*if required*).
- Approval of the Resident Engineer.
- Approval of the Contractors OHS file.
- Approval of the Specialist Consultants to conduct investigations and provide services.
- Approval to utilise disbursements and contingencies as indicated in the pricing schedule.

Notwithstanding approvals received from the Employer, the Service Provider shall remain responsible for all work carried out in terms of this contract, which includes specialist subconsultant appointments.

3.18 Access to site

At George Airport access to public areas is not restricted, however, personal access permits are required for access to restricted areas and airside. The Service Provider will be required to apply for such personal access permits prior to the commencement of the project.

The Service Provider shall make provision for the cost of obtaining permits in the pricing schedule. All resources must display a personal access permit when on site. (Refer to ACSA permit cost contained under the disbursement schedule).

Permits shall be obtained before access will be granted to airside. When access is required to site, the Employer shall be informed in advance.

3.19 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 drawings, final reports and contract documents shall be submitted for approval in hardcopy format or unless agreed otherwise with Employer.

3.20 Previous Correspondence

Previous correspondence or discussion of whatever nature that has taken place about this appointment shall be deemed to be null and void and superseded by the terms and conditions contained herein.

3.21 Local Content

It is the policy of ACSA to give preference to South African manufacturers. The team is requested to ensure that, wherever possible, designs are based on locally manufactured equipment and materials, which can meet the specification requirements at competitive prices.

3.22 Copy Right

Copyright pertaining to all drawings and documentation for this project must be ceded to ACSA.

3.23 Professional Indemnity and Public Liability Insurance

Refer to Annexure - ACSA Insurance requirements.

3.24 Non-disclosure

All information including design information, annexures and other supporting documentation for this project may not be shared with 3rd parties without written consent of ACSA. All persons involved in this project will be required to sign a non-disclosure agreement.

3.25 Applicable National and International Standards

The Service Provider shall ensure that cognisance of all National and International standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International Standards should only be used where no South African national standards exist, or where it is the norm to use or refer to international standards. All designs shall be in accordance with all applicable bylaws and building regulations. Aviation design compliance standards (ICAO) and ACSA policy and procedures shall be always adhered to.

FIDPM (Framework for Infrastructure Delivery and Procurement Management)

The project will also be delivered in line the Framework for Infrastructure Delivery and Procurement Management (FIDPM) which should be aligned to the project work stages. Bidders are to familiarise themselves with the project stage deliverables as stated in the FIDPM. See attached Annexure.

The project will also be managed in accordance with the ACSA Project Management Manual and Processes and other South African Statutory Regulations.

SECTION 4: PRICE AND PREFERENCE

4.1 Pricing Instructions

The appointment of the company, comprising the professional team will be in accordance with the Built Environment Professional Councils Guideline Scope of Services and Tariff of Fees for Persons Registered, unless stated otherwise elsewhere in this document and amended in line with ACSA's specific requirements. Bidders must only price in accordance with the pricing schedule in this Tender; 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 Pricing Schedules are deemed to include all expenses, costs, profit, general obligations etc, necessary to carry out the professional services described in this Tender document.
- Pricing Assumptions mean the criteria as set out below, read together with all parts of this Tender document, which it will be assumed in the contract that the tenderer has considered when developing his prices.
- The short descriptions given in the Pricing Schedule below are brief descriptions used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Work.
- While it is entirely at the tenderer's discretion regarding pricing the Pricing Schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- For the Pricing Schedule, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of work.
 - Quantity: The number of units of work for each item.
 - Rate: The agreed payment per unit of measurement.
 - Amount: The product of the quantity and the agreed rate for an item.
 - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
 - Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction contract value or part thereof.
- A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Pricing Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing Schedule.
- A price/rate shall be entered against each item in the Pricing Schedule. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered.
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel the project at any time. Should the Employer exercise this right, the below shall be applicable.
 - Engineering & Engineering Management– Termination shall be administered per the Contract (CIDB PSC 2009) and ECSA Gazetted Guidelines.
 - OHS Services - Termination shall be administered per the SACPCMP Gazetted Guidelines.

- Third Party Service Providers - If a termination is administered, Third Party Service Providers will be paid for work completed. The above applies to the Surveyor, Geotechnical, Testing, Site Monitoring, Environmental Services, Transformation Services, and other Third-Party Service Providers.
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel a project stage at any time.
- Traveling time, telephonic, electronic and fax communication, special postage and courier deliveries are not payable for this appointment. See disbursement Schedule.
- Tenderers must only price in accordance with the Pricing Schedule.
- Tenderers are to price for any/all engineering disciplines required to complete this project under Normal Engineering Services.
- Tenderers are to price for the full cost of all investigations required to complete the works, Disbursements - Items 5.2 (a-d). All investigations completed by the previous consultants shall be redone.
- During the project lifecycle, the professional fees will be adjusted in line with the estimated construction value and percentage fee tendered. The first fee adjustment will be at the end of Stage 3: Design Development.
- Project Close Out fees will only be released upon completion and handover of all project documentation at the end of the project. Documents/data will be required in CAD dwg, MS Word, PDF, and Excel format. All Third-Party services data must be submitted at project close out.
- The BPA provided by the Employer will contain the contingency allocation, however, the 15% contingency is not part of the professional fee due to the Service Provider unless agreed with the Employer. The Contingency as contained in the pricing schedule may only be utilised when approved by the Employer. A formal justification for the release of the funds is required. The justification must be linked to a change in project scope, cost, or time.
- The monthly rate for construction monitoring services shall be all inclusive ie. travelling expenses, for either the return office to site or return home to site journeys, accommodation, etc. Although the bidder is asked to price for the provision of a Resident and Assistant Resident Engineer, the bidder shall be required to motivate which resources are needed for operational and non-operational hours. Only on approval from the Employer, may the bidder claim the cost for these services as listed in the Activity Schedule.
- Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses to be reimbursed. On basis of these particulars, certified invoices will be checked for correctness.
- Claimable disbursement cost is listed in item 4.1.1 (i)(ii) below.

4.1.1 Disbursements

- i. Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.

- ii. Only project related costs listed below and presented to ACSA will be compensated by ACSA;
- Miscellaneous cost (ACSA Permits, Construction Permits, Induction, Training Courses, etc)
 - Printing, binding, laminating
 - Building, wayleave or services permits.
 - Third party service provider costs
- iii. 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)
 - Emails (sent or received)
- iv. Disbursements will be paid at proven cost. The onus sits with the consultant to provide proof and prior approval.
- v. All rates are exclusive of VAT.
- vi. All above expenses by the tenderers are deemed to be inclusive in their professional fees.


4.1.2 Claimable disbursement cost for ACSA training and permits are below:

Airport Permit & Training Costs (See costs overleaf)

Airport Training Courses

- a. AIT (Airside Induction Training)
Initial – R 570.00 Excl. VAT
Refresher – R 416.00 Excl. VAT
- b. AVOP (Airside Vehicle Operator Permit)- Required for driving on Airside
Initial – R 596.00 Excl. VAT
Refresher – R 416.00 Excl. VAT
- c. General Security Awareness Training – R741 (Excl. Vat)

ACSA Permit Pricing

PERMIT PRICE LIST ADJUSTMENT EFFECTIVE 01 MAY 2022		
		
PERMIT TYPE	INCREASED PRICE EX VAT	PRICE INC 15% VAT
PERSONAL PERMITS		
PERMANENT PERMIT - 6 DAYS TO 2YEARS	R173,72	R199,78
AVOP	R52,11	R59,93
DAMAGED CARD RE-PRINT	R104,23	R119,86
UPGRADING CATEGORY	R104,23	R119,86
LOST PERSONAL PERMIT		
1ST LOST INCLUDING AVOP (penalty does not include issue of new permit)	R104,23	R119,86
2ND LOST (penalty does not include issue of new permit)	R205,81	R236,68
3RD LOST NO ISSUE		
TEMPORARY PERSONAL PERMIT		
1 DAY	R25,90	R29,78
2 - 5 DAYS	R33,52	R38,54
PERMANENT VEHICLE PERMITS		
1 YEAR	R869,36	R999,76
1-3 MONTHS	R217,15	R249,72
4 - 6 MONTHS	R428,97	R493,31
6 - 12 MONTHS	R869,36	R999,76
CHANGE OF REGISTRATION	R77,71	R89,37
EDIT VEHICLE PERMIT	R77,71	R89,37
ADD ON PERMIT COSTS	R3 888,13	R4 471,34
TEMPORARY VEHICLE PERMIT		
1 DAY	R31,23	R35,91
2 DAYS	R58,68	R67,48
3 DAYS	R86,10	R99,01
LOST VEHICLE PERMIT	R1 610,72	R1 852,32
SAPS FINGERPRINT CRIMINAL CHECK R 75.00		
CELL PHONE PERMIT (1ST ISSUEAND RENEWAL FEE)	R52,25	R60,09
LOST CELL PHONE PERMIT FEE		

4.2 Pricing Schedule

Engineering

ITEM 1.0 Basic Fee for Normal Engineering Services				
Estimated Construction Value R 30 000 000 (Excl. Vat)				
Item No.	Activity Description (Refer to ECSA Guidelines)	Tendered % Fee	Amount	
			R	c
1.0	Provide Engineering services as described in the Scope of Work in respect of:	Estimated Contract Value (Engineering component) Excl. contingencies and VAT (Construction Cost) R 30 000 000(a)		
	Provide engineering services as described in the Scope of Work:	_____ % (b)		
	Stage 3- Design Development			
	Stage 4 - Documentation and Procurement			
	Stage 5 – Contract Administration and Inspection	PRICE (c) = (b) x (a) 100		
	Stage 6 – Close-Out			
	TOTAL OF ITEM No. 1.0 TO SUMMARY			
			(c)	

Breakdown of the above costs (Total of Item 1.0) to be indicated below				
Item No.	Activity Description	Unit (Percentage Allocation)	R	c
1,1	Stage 3- Design Development	%.....		
	Stage 4 - Documentation and Procurement	%.....		
	Stage 5 - Contract Administration and Monitoring	%.....		
	Stage 6 - Close-Out	%.....		
	TOTAL ZAR (Stages 3-6)	%.....		
		(b)	(c)	

ITEM 1.2 PROVISION OF TIME - BASED ENGINEERING SERVICES						
NOTE: TIME -BASED ENGINEERING SERVICES MAY ONLY BE UTILISED IF APPROVED BY THE EMPLOYER						
Item No.	Activity Description	Unit	Quantity	Rate	Amount	
					R	c
1.2	Provide time based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:					
	Category A staff (Expert)	hr	20			
	Category B staff (Principal)	hr	40			
	Category C staff (Professional)	hr	100			
	Category D staff (Technical)	hr	100			
	TOTAL OF ITEM No 1.2 TO SUMMARY					

ITEM 1.3 PROVISION OF TIME - BASED ENGINEERING SERVICES			
PROVISION FOR ANY ADDITIONAL WORK (OUTSIDE THE NORMAL SCOPE OF WORK) *SUBJECT TO APPROVAL BY ACSA*			
Item No.	Activity Description	Unit	Rate per/hr (All inclusive)
1,3	Provide time based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:		
	Category A staff (Expert)	hr	
	Category B staff (Principal)	hr	
	Category C staff (Professional)	hr	
	Category D staff (Technical)	hr	
	Resident Engineer - Normal Working Hours	hr	
	Resident Engineer - Airport Non Operational Hours	hr	
	Assistant Resident Engineer - Normal Working Hours	hr	
	Assistant Resident Engineer - Airport Non Operational Hours	hr	

Engineering Management

ITEM 2.0 Engineering Management Services				
Estimated Construction Value R 30 000 000 (Excl. Vat)				
Item No.	Activity Description (Refer to ECSA Guidelines)	Tendered % Fee	Amount	
			R	c
2,0	Provide Engineering services as described in the Scope of Work in respect of:	Estimated Contract Value (Engineering component) Excl. contingencies and VAT (Construction Cost) R 30 000 000(a)		
	Provide engineering services as described in the Scope of Work:			
	Stage 3- Design Development	_____ % (b)		
	Stage 4 - Documentation and Procurement			
	Stage 5 – Contract Administration and Inspection	PRICE (c) = (b) x (a) 100		
	Stage 6 – Close-Out			
	TOTAL OF ITEM No. 2.0 TO SUMMARY			
			(c)	

Breakdown of the above costs (Total of Item 2.0) to be indicated below				
Item No.	Activity Description	Unit (Percentage Allocation)	R	c
2,1	Stage 3- Design Development	%.....		
	Stage 4 - Documentation and Procurement	%.....		
	Stage 5 - Contract Administration and Monitoring	%.....		
	Stage 6 - Close-Out	%.....		
	TOTAL ZAR (Stages 3-6)	%.....		
		(b)	(c)	

Additional Services

ITEM 3.0 Additional Services						
Item No.	Activity Description	Unit	Quantity	Rate	Amount	
					R	c
3,1	Provide Resident Engineering Services Level 3 Full Time Site Monitoring as described in the Scope of Work and ECSA Gazette. (Provision for Normal Working Hours)	Month	9			
3,2	Provide Resident Engineering Services Level 3 Full Time Site Monitoring as described in the Scope of Work and ECSA Gazette. (Provision for Airport Non- Operational Hours)	Month	3			
3,3	Provide Assistant Resident Engineering Services Level 3 Full Time Site Monitoring as described in the Scope of Work and ECSA Gazette. (Provision for Normal Working Hours)	Month	9			
3,4	Provide Assistant Resident Engineering Services Level 3 Full Time Site Monitoring as described in the Scope of Work and ECSA Gazette. (Provision for Airport Non- Operational Hours)	Month	3			
3,5	Engineer to Develop detailed preventative maintenance procedures in the form of SOPs	hr	80			
TOTAL OF ITEM No. 3 TO SUMMARY (EXCL. VAT)						

ITEM 4.0 Additional Services - Occupational Health and Safety Services					
Item No.	Activity Description (SACPCMP Work Stages)	Unit	Quantity	Amount	
				R	c
4,0	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014. Scope of Work as described in this document.				
	Stage 3 - Design Development	Sum	1		
	Stage 4 - Documentation and Procurement	Sum	1		
	Stage 5 - Contract Administration and Monitoring (Normal Working Hours)	Sum	1		
	Stage 5 - Contract Administration and Monitoring (Airport Non-Operational Hours)	Sum	1		
	Stage 6 - Close-Out	Sum	1		
	TOTAL OF ITEM NO. 4,0 TO SUMMARY (EXCL. VAT)				

PROVISION FOR ANY ADDITIONAL WORK (OUTSIDE THE NORMAL SCOPE OF WORK) HOURS RATES SUPPLIED ARE APPLICABLE TO DAY AND NIGHT WORKS.	
***** SUBJECT TO PRIOR APPROVAL BY ACSA *****	
DESCRIPTION	ALL INCLUSIVE RATE/ PER HOUR (EXCL. VAT)
Pr. CHSA, Health and Safety Agent (Airport Operational Hours)	R.....(All-inclusive rate)
Pr. CHSA, Health and Safety Agent (Airport Non Operational Hours)	R.....(All-inclusive rate)

NOTE:Audits:

The OHS Act requires a minimum of 1 visit (weekly audit) over the construction period. Monthly reports are to be issued electronically to the Engineer and Employer at an agreed date prior to the monthly Contractor site meeting.

The Construction duration is estimated to be 12 months. Construction works will be predominantly dayworks and the Bidder is required to price accordingly.

The pricing schedule in the bid document should be priced on the below day work /night work ratios below:

- Estimated percentage of Construction Work to be conducted during Airport Operational Hours - 70%
- Estimated percentage of Construction Work to be conducted during Airport Non-Operational Hours - 30%

Disbursements

5.0 DISBURSEMENTS						
Item No.	Description	Unit	Quantity	Rate	Amount	
					R	c
5,1	Recoverable expenses in respect of printing/copying/laminating/binding	Sum	1	50 000	50 000	00
5,2	Other costs incurred on behalf of and with the approval of the Client.					
	Items may include but are not limited to:					
	(a) Topographical and/or GPR Survey	Sum	1			
	(b) Geotechnical investigations	Sum	1			
	(c) Laboratory testing	Sum	1			
	(d) Other Testing and Investigations	Sum	1			
	(e) Provide Transformation Agent Services as described in the Scope of Work.	Sum	1			
(f) Provide an Environmental Control Officer (ECO) as described in the Scope of Work	Months	12				
5,3	Extra over item 5,2 above in respect of all other costs, overhead charges and profit.	%	10			
5,4	Recoverable expense for wayleave approvals, permits, training	Sum	1	60 000	60 000	00
	TOTAL AMOUNT OF ITEM No 5.0 TO SUMMARY					

SUMMARY OF PRICING SCHEDULE	
ITEM DESCRIPTION	AMOUNT
A: TOTAL OF ITEM NO.1,1	R
B: TOTAL OF ITEM NO.1,2	R
C: TOTAL OF ITEM NO.2,1	R
D: TOTAL OF ITEM NO.3	R
E: TOTAL OF ITEM NO.4	R
F: TOTAL OF ITEM NO.5	R
G: SUBTOTAL (A TO F)	R
H: CONTINGENCY	
Allow the sum of 15% (fiveteen percent) of the above Sub-total (G) for Contingency to be spent as the Employer may direct and to be deducted in whole or in part if required.	
I: TENDER PRICE CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE (Sub-total G+H)	
J: ADD VALUE ADDED TAX (15%)	
K: TOTAL CONTRACT SUM (INCL. VAT) (Total I+J)	

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender: **THE APPOINTMENT OF PROFESSIONAL BUILT ENVIRONMENT CONSULTANTS FOR PERIMETER ROAD UPGRADE PROJECT AT GEORGE AIRPORT** has been based. I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda of this Tender.

NB: BIDDERS MUST COMPLETE THE FORM OF OFFER IN FULL AND SIGN. THE FORM OF OFFER IS CONTAINED IN THE CIDB CONTRACT. SEE ANNEXURE S1.

SIGNED ON BEHALF OF THE TENDERER:

SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria

5.1.1 ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria/ mandatory administrative requirement and functionality evaluation criteria. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received.	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference.	Post tender negotiations if required.	Security Vetting (if deemed necessary)

5.3 Mandatory Administrative Requirements

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

5.3.1 The Form of Offer must be completed **in full and signed**.

(The Form of Offer is contained in the CIDB Contract. See Annexure S1)

5.3.2 Bidders must attend the compulsory virtual clarification meeting.

5.3.3 Bidders must complete and acknowledge the Bidder's Disclosure form SBD4.

5.3.4 Acceptance of ACSA terms and Conditions of Bid Section 9.

NB:

- **No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.**
- **No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury. Bidders must supply their unique number.**

5.4 Functionality Evaluation Criteria

5.4.1 Evaluation

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

5.4.2 Threshold

The functional evaluation will be based on a threshold. **Bidders who fail to achieve a minimum for each functional stage will not be considered further in the evaluation.** The criteria of the evaluation are expressed in the table overleaf.

Tenderers must score a minimum score per each of the sub criteria and an overall minimum threshold of 70 points out of 100 is required to be achieved for the bidder to be successful.

A Bidding entity must achieve an overall score of 70 points or higher. A bidding entity that fails to meet one of the minimum sub criteria will be disqualified.

FUNCTIONALITY TABLE

Evaluation Area	Evaluation Criteria	Maximum Points	Minimum Threshold Required
1. Tenderer's / Companies Previous Experience [Complete Appendix E]	<p>Bidders to present professional Engineering Design and Management experience on completed projects (within the last 15 years). This must be related to Civil Engineering Infrastructure Projects.</p> <p>Civil Engineering Infrastructure projects that qualify are those where the scope contains either or a combination or all the following:</p> <ul style="list-style-type: none"> • Airport Runways • Taxiways • Taxilane • Aprons • Highways • New Roads • Road Rehabilitation/Road Upgrade <p>The construction value of <u>each</u> project listed must exceed R10 million (Excl. Vat).</p> <p>Should the bidder submit their own table, the minimum information as shown in Appendix E should be submitted.</p> <ul style="list-style-type: none"> • Less than 3 projects (0 Points) • 3 projects (10 Points) • 4 or more projects (20 Points) <p>*Attach a copy of signed Client Reference letters for ALL projects listed in Appendix E for evaluation purposes.</p> <p>A valid Client Reference letter should indicate the following:</p> <ol style="list-style-type: none"> a. Information should be on a Client letterhead b. Project Name c. Service Provider Name d. Describe Scope of Services rendered. e. Value of Project f. Start and End date of Project. g. Client Contact details (name, surname, phone number and email address) 	20	10

<i>Evaluation Area</i>	<i>Evaluation Criteria</i>	<i>Maximum Points</i>	<i>Minimum Threshold Required</i>
2.1 Experience of key staff [Complete Appendix F & G]	<p>Principal/ Lead Civil Engineer</p> <p><u>Registration</u></p> <p>Submit proof of relevant <u>registration</u> as a Professional Civil Engineer/ Technologist with the Engineering Council of South Africa (ECSA).</p> <ul style="list-style-type: none"> • No registration (0 Points) • Relevant ECSA registration (Pr. Eng/Tech) (20 Points) <p><u>Experience</u></p> <p>Proof of experience (no. of projects) to demonstrate experience as a Civil Engineer/ Technologist. This must be related to <u>Civil Engineering Infrastructure Projects.</u></p> <p>Civil Engineering Infrastructure projects that qualify are those where the scope contains either <u>or</u> combination <u>or</u> all the following:</p> <ul style="list-style-type: none"> • Airport Runways • Taxiways • Taxilane • Aprons • Highways • New Roads • Road Rehabilitation/ Road Upgrade <p>The scoring criteria is as below.</p> <ul style="list-style-type: none"> • Less than 3 projects (0 Points) • 3 projects (10 Points) • 4 or more projects (20 Points) <p>*Complete Appendix G for evaluation purposes. Contactable references for projects listed on Appendix G should be provided. Attach CV for the key resource.</p> <p>A copy of the professional registration to be attached to Appendix F. A certified copy will be requested upon tender award.</p>	20	20
		20	10

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

	Points
Price	<u>80</u>
B-BBEE Status Level of Contribution	<u>20</u>
Total Points for Price and B-BBEE must not Exceed	100

5.5.4 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 an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

5.5.5 ACSA has 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.

5.5.6 Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value equal to or below R50 million. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

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

Where:

P_s	=	Points scored for price of tender under consideration
P_t	=	Price of tender under consideration
P_{min}	=	Price of lowest acceptable tender

Evaluation of Preference

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

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

Objective Criteria – Not Applicable

In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks *etcetera*. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.

Determine acceptability of preferred tenderer:

Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- a. Unduly high or unduly low tendered rates or amounts in the tender offer;
- b. Contract data provided by the tenderer; or
- c. The contents of the tender returnable which are to be included in the contract.

Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
 - has the legal capacity to enter into the contract;
 - is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- c) complies with the legal requirements, if any, stated in the tender data; and
- d) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

5.6 Definitions

- 5.6.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 5.6.2 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.6.3 **“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;
- 5.6.4 **“Black People”** 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;
- 5.6.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 5.6.6 **“Designated Group”** means:
- 5.6.6.1 Black Designated Groups;
 - 5.6.6.2 Black People;
 - 5.6.6.3 Women;
 - 5.6.6.4 People with disabilities; or
 - 5.6.6.5 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 5.6.7 **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 5.6.8 **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.6.9 **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 5.6.10 **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;

- 5.6.11 **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 5.6.12 **“Person”** includes a juristic person;
- 5.6.13 **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 5.6.14 **“Price”** means all applicable axes less all unconditional discounts;
- 5.6.15 **“QSE”** means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 5.6.16 **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 5.6.17 **“Rural Area”** means:
- 5.6.17.1 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
- 5.6.17.2 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;
- 5.6.18 **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 5.6.19 **“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;
- 5.6.20 **“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;
- 5.6.21 **“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; and
- 5.6.22 **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.

5.7 Adjudication Using a Point System

- 5.7.1 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.
- 5.7.2 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
- 5.7.3 Points scored will be rounded off to the nearest 2 decimal places.

5.8 Award of Business where Bidders have Scored Equal Points Overall

- 5.8.1 In the event that 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.
- 5.8.2 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.
- 5.8.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

5.9 Points Awarded for Price

The 80/20 Preference Point Systems

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

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

P_s = Points scored for price of tender under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable tender

5.9.1 Points Awarded for B-BBEE Status Level of Contribution

- 5.9.1.1 In terms of Regulation 6 (2) and 7 (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



5.10 Bid Declaration

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 0)

B-BBEE Status Level of Contribution: _____ = _____(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 3.1 must be in accordance with the table reflected in paragraph 5.9.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

5.11 Sub-Contracting

5.11.1 Will any portion of the contract be sub-contracted? YES / NO (**Delete whichever is not applicable*)

5.11.2 If yes, indicate:

5.11.2.1 The sub-contracted percentage is: _____%

5.11.2.2 The type of ownership is as follows in terms of percentage out of 100:

5.11.2.2.1 black ownerships is: _____

5.11.2.2.2 black youth ownership is: _____

5.11.2.2.3 black women ownership is: _____

5.11.2.2.4 black people with disabilities ownerships is: _____;

5.11.2.2.5 black people in rural areas, underdeveloped areas or townships ownerships is: _____

5.11.2.2.6 black ownership of the co-operative is: _____

5.11.2.2.7 black people who are military veteran ownership is: _____

5.11.2.2.8 Combined ownership of any of the above is: _____.

5.11.3 The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the tenderer/bidder.



5.11.3.1 The name of the sub-contractor is:

5.11.3.2 The B-BBEE status level of the sub-contractor is:

5.11.3.3 The sub-contractor is an EME: YES / NO (*Delete whichever is not applicable)

5.11.4 A bidder may not sub-contract any portion of the tender after award without the written approval a delegated ACSA representative.

5.12 Declaration with Regard to the Bidder

5.12.1 **Name of bidding entity**

5.12.2 **VAT Registration**

5.12.4 **Company registration number:**

5.12.5 **Type of company / firm:**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

5.13 Describe principal business activities

5.14 Company Classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transportation, *etcetera*.

[TICK APPLICABLE BOX]



5.15 Total numbers of years the company / firm has been in business:

5.16 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in this bid of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

5.16.1 The information furnished is true and correct;

5.16.2 The preference points claimed are in accordance with the General Conditions as indicated in this Section;

5.16.3 In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;

5.16.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:

5.16.4.1 Disqualify the person from the bidding process;

5.16.4.2 Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

5.16.4.3 Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

5.16.4.4 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

5.16.4.5 Forward the matter for criminal prosecution.



Witnesses:

1. _____

2. _____

<p>_____ Signature(s) of bidder(s)</p>
--

Date : _____

Address: _____

SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

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

6.2 Returnable Documents and information

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
THE FORM OF OFFER MUST BE COMPLETED IN FULL AND SIGNED. THE FORM OF OFFER IS CONTAINED IN THE CIDB CONTRACT. SEE ANNEXURE S1.	
BIDDERS MUST ATTEND THE COMPULSORY VIRTUAL CLARIFICATION MEETING.	
ACCEPTANCE OF ACSA TERMS AND CONDITIONS OF BID SECTION 9	
SBD 4 DECLARATION OF INTEREST - APPENDIX N	
COMPLETE THE SCHEDULE OF THE TENDERER'S EXPERIENCE - APPENDIX E	
ATTACH CLIENT REFERENCE LETTERS FOR PROJECTS LISTED IN APPENDIX E.	
COMPLETE APPENDIX G – KEY RESOURCES	
ATTACH KEY PERSONNEL CV'S.	
ATTACH KEY PERSONNEL PROOF OF REGISTRATION TO APPENDIX F	

6.3 These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder. The documents are as follows:



OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
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) APPENDIX L	
NAMES AND IDENTITY NUMBERS OF DIRECTORS (CIPC) APPENDIX L	
CERTIFICATE OF INCORPORATION APPENDIX L	
BIDDERS MUST PROVIDE PROOF OF REGISTRATION WITH NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) APPENDIX M	
BIDDERS MUST PRODUCE A LETTER OF GOOD STANDING IN TERMS OF COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT OF 1993 (COIDA); OR FEDERATED EMPLOYEE MUTUAL ASSURANCE (FEMA) INSURANCE, APPENDIX R	
ELIGIBILITY FOR PREFERENCE POINTS (B-BBEE RECOGNITION LEVEL) APPENDIX J	
B-BBEE CERTIFICATE (CERTIFIED COPY OR ORIGINAL) FROM ACCREDITED PROVIDER APPENDIX K	
CERTIFICATE OF AUTHORITY TO SIGN TENDER APPENDIX A	
CERTIFICATE OF AUTHORITY OF JOINT VENTURES (WHERE APPLICABLE) APPENDIX B	
RECORD OF ADDENDA TO TENDER DOCUMENTS APPENDIX C	
PROPOSED AMENDMENTS AND QUALIFICATIONS APPENDIX D	
SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION APPENDIX Q	
CONTRACT DOCUMENTATION. REFER TO ANNEXURE. APPENDIX S.	
ACSA INSURANCE. REFER TO ANNEXURE S.	
POPIA FORM. REFER TO ANNEXURE S.	
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1- APPENDIX O	



BIDDER'S DISCLOSURE AND POLITICALLY EXPOSED PERSONS DECLARATION FORM - APPENDIX P	
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6.4 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.



SECTION 7: DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration (Note to SCM Official request as a returnable document I.D. document for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity)

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

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

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

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

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

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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



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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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



Declaration:

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

Signature

Date

Position

Name of bidder



SECTION 8: 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 _____ 202_____

Name: _____
 Designation: _____
 Signature: _____



SECTION 9: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER’S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)
 Airports Company South Africa Limited.

Proposal No: _____

1. Bidder’s Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal for **THE APPOINTMENT OF PROFESSIONAL BUILT ENVIRONMENT CONSULTANTS FOR PERIMETER ROAD UPGRADE PROJECT AT GEORGE AIRPORT** in respect of the in accordance with Airports Company South Africa’s requirements.

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



- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		202
----------------------------	--	-------------	--	--------	--	-----

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



Appendix A Certificate of Authority to Sign Tender

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		_____
	_____		_____



Appendix B Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____



Appendix C. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tender _____



Appendix D. Proposed Amendments and Qualifications

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer’s attention is drawn to Terms and conditions of RFP Section 10 regarding the Employer’s handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tender _____



Appendix E: Schedule of the Tenderer's Experience

Bidders to present professional **Engineering Design and Management** experience on **completed projects** (within the **last 15 years**). This must be related to **Civil Engineering Infrastructure Projects**.

Civil Engineering Infrastructure projects that qualify are those where the scope contains either **or** a combination **or** all the following:

- Airport Runways
- Taxiways
- Taxilane
- Aprons
- Highways
- New Roads
- Road Rehabilitation/ Road Upgrade

The construction value of **each** project listed **must** exceed R10 million (Excl. Vat).

Bidders should briefly describe experience in this regard in the schedule below.

NB - Projects listed must be completed projects. Ongoing projects will not be evaluated.



The description should be in tabular format, with the below headings.

Projects	Name of Client	Project Description <i>(Refer to functionality)</i>	Value of Project (Ex. VAT)	Performance Period (Date)		Reference (Client contact details)
				Start Date	End Date	
Project No. 1						Name: Tel: Email:
Project No. 2						Name: Tel: Email:



The description should be in tabular format, with the below headings.

Projects	Name of Client	Project Description <i>(Refer to functionality)</i>	Value of Project (Ex. VAT)	Performance Period (Date)		Reference (Client contact details)
				Start Date	End Date	
Project No. 3						Name: Tel: Email:
Project No. 4						Name: Tel: Email:



Projects	Name of Client	Project Description <i>(Refer to functionality)</i>	Value of Project (Ex. VAT)	Performance Period (Date)		Reference (Client contact details)
				Start Date	End Date	
Project No. 5						Name: Tel: Email:
Project No. 6						Name: Tel: Email:



CLIENT REFERENCE LETTERS

***Attach a copy of signed Client Reference letters for ALL projects listed in Appendix E for evaluation purposes.**

A valid Client Reference letter should indicate the following:

- a. Information should be on a Client letterhead
- b. Project Name
- c. Service Provider Name
- d. Describe Scope of Services rendered.
- e. Value of Project
- f. Start and End date of Project.
- g. Client Contact details (name, surname, phone number and email address)

(ATTACH CLIENT REFERENCE LETTERS HERE)

I, the undersigned, 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 5.4

Signed _____ Date _____

Name _____ Position _____

Tender _____

Appendix F: Proof of Professional Registration

Please attach copies of Professional Registrations of Key Personnel as listed under Appendix G to this page.

International qualifications must be accompanied by a valid SAQA accreditation letter/certificate.

Key Personnel are:

- a. Principal/ Lead Engineer
- b. Civil Engineer
- c. Occupational Health and Safety Agent

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.4

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 _____

Appendix G:

When completing the below schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data.

Experience of Lead/Principal Engineer

Position held for this Contract:		<input type="checkbox"/> Lead/Principal Civil Engineer	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as a Civil Engineer			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			
Personal Project Experience:			
Project 1	Construction Company/Employer		
	Description of Project		
	Client/End User (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details		Employer/Company Name
Reference Person Name			
Contact Number			
Project 2	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		

	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 3	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 4	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 5	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			

		Contact Number	
--	--	----------------	--

Experience of Civil Engineer

Position held:		<input type="checkbox"/> Civil Engineer	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as a Civil Engineer			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			
Personal Project Experience:			
Project 1	Construction Company/Employer		
	Description of Project		
	Position held		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details		Employer/Company Name
Reference Person Name			
Contact Number			
Project 2	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		

	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 3	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 4	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 5	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			

		Contact Number	
--	--	----------------	--

Experience of Occupational Health and Safety Agent

Position held:		<input type="checkbox"/> Occupational Health and Safety Agent	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Occupational Health and Safety Agent			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			
Personal Project Experience:			
Project 1	Construction Company/Employer		
	Description of Project		
	Position held		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details		Employer/Company Name
Reference Person Name			
Contact Number			
Project 2	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		

	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 3	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 4	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 5	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
	Contract Value (Excl. VAT)		
	Position Held		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			

		Contact Number	
--	--	----------------	--

Note:

- **Experience of Lead/Principal Civil Engineer**
 - Project Experience must be related to projects implemented from Initiation to Close Out. Refer to functionality criteria. “Commencement Date” refers to the project initiation date and “Completion Date” refers to the project close out date. Refer to ECSA Stage Deliverables.

- **Experience of Civil Engineer**
 - Project Experience must be related to projects implemented from Initiation to Close Out. Refer to functionality criteria. “Commencement Date” refers to the project initiation date and “Completion Date” refers to the project close out date. Refer to ECSA Stage Deliverables.

- **Experience of Occupational Health and Safety Agent**
 - Project Experience must be related to projects implemented from Initiation to Close Out. Refer to functionality criteria. “Commencement Date” refers to the project initiation date and “Completion Date” refers to the project close out date. Refer to SACPCMP deliverables.

Note: Tenderer’s must take cognisance of the evaluation criteria as described on Section 5 clause 5.4

I, 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

KEY PERSONNEL CV's

Attach CV's of Key Resources listed in Appendix G here.

Key Resources are:

- d. Principal/ Lead Engineer
- e. Civil Engineer
- f. Occupational Health and Safety Agent

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.4

I, 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 _____

Appendix I. Project Programme

(NOT REQUIRED FOR THIS TENDER)

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.4

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 _____



Appendix J: Eligibility for Preference Points (B-BBEE Recognition Level)

1. Valuation of preference points is based on tenderer’s B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date

2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and domicilium citandi et executandi of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number

3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.

4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency’s standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted.

Signed _____ Date _____

Name _____ Position _____

Tender _____

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Appendix K: Certified Valid B-BBEE Verification Certificate (please attach here)

The bid must include an original or certified copy of the B-BBEE verification certificate issued by SANAS accredited ratings agency, or an IRBA Registered Accounting Practice. The certificate should be an original or a certified copy.

If bidding entity is an EME or QSE a Sworn Affidavit

In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

Note: Tenderer's must take cognisance of the Pre-evaluation criteria as described on Section 2 and clause 5.4

Signed _____ Date

Name _____ Position

Tender

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Appendix L: SARS Tax Clearance Certificate

All bid submissions must have a **valid original or certified tax clearance certificate or SARS Pin** as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance certificates in their personal capacities.

Please also attach: **Identity documents of the Directors and Certificate of Incorporation**

Signed _____ Date _____

Name _____ Position _____

Tender _____

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Appendix M: Bidders must provide proof of registration with National Treasury’s Central Supplier Database (CSD)

Attach here

Signed _____ Date

Name _____ Position

Tender



Appendix N

SBD 4 BIDDERS DISCLOSURE FORM

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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



2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium^{2 1} will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



Appendix O

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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



The specific goals/preference point allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male <u>and</u> Black women and Black youth and People living with disabilities	10	20		
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	8	15		
51% owned by Black male or Black women or Black youth or People living with disabilities	6	10		
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4	5		
Other	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

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Appendix P

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

(“Airports Company”)

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

(“ _____ ”)

of

[Service Providers Address]

1. INTERPRETATION

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
 - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
 - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

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- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;
but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

- 1.2 "affiliate" –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person "controls" another person if it holds or is beneficially entitled to hold , directly

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or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;

1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.4 “receiving party” – the party receiving confidential information in terms of this agreement;

1.5 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.

2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

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

3 **USE OF CONFIDENTIAL INFORMATION**

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

4 **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that –

4.1.1 it will treat the disclosing party’s confidential information as private and confidential and safeguard it accordingly;



- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

- 5.1.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.1.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.1.3 where copies of the confidential Information are held;
- 5.1.4 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and

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

6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

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

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Tenders3.ksia@airports.co.za. Each single request by the same receiving party shall be treated as a new request.

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

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

7. **DURATION**

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.



9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.



- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
 - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
 - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

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

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12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 202__

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



Appendix Q

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 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 *pe 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. disregard 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. cancel 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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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
6. 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.
7. 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.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.



³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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



AIRPORTS COMPANY
SOUTH AFRICA

Appendix R

Bidders must produce a letter of Good Standing in terms of Compensation for Occupational Injuries and Diseases Act of 1993 (COIDA); or Federated Employee Mutual Assurance (FEMA) Insurance.

(Attach here)

Signed

Date

Name

Position

Tender



Appendix S

CONTRACT DOCUMENTS

Appendix S.1	Standard Professional Services Contract (CIDB), Form of Offer and Contract Data (To be completed and returned with the Bid Document)
Appendix S.2	Relevant Statutory Professional Body Board Notice – ECSA 2021
Appendix S.3	Relevant Statutory Professional Body Notice – SACPCMP, OHS Scope of Services
Appendix S.4	ACSA Insurance Requirements for Capex Projects (To be completed and returned with the Bid Document)
Appendix S.5	Special requirements at an Operational Airport
Appendix S.6	Airside Generic Risk Register (HIRA)
Appendix S.7	FIDPM Framework
Appendix S.8	ACSA CAD Drawing Standards
Appendix S.9	Project Detail Design Drawings
Appendix S.10	POPIA Declaration (To be completed and returned with the Bid Document)