

BID DOCUMENT FOR THE APPOINTMENT

JOINT MONITORING TEAM (JMT) FOR THE PROVISION OF PROFESSIONAL BUILT ENVIRONMENT AND OVERSIGHT SERVICES TO MANAGE A DESIGN AND BUILD TENDER TO DELIVER A NATIONAL KEY POINT FENCE ALONG A NEWLY DEFINED AIRFIELD BOUNDARY AS WEL AS A LAND PROTECTION PERIMETER FENCE ALONG ACSA'S PROPERTY BOUNDARY AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 60 MONTHS.

Bid Reference Number: CTIA8019/2025/RFP

DATE OF ISSUE: Monday 08th December 2025

Airports Company South Africa Soc Limited Invites Suitably Qualified Professional Service Providers for the following:

Number	Services	Tick (✓)
1	Project Manager	
2	Architect	
3	Quantity Surveyor	
4	Civil Engineer	
5	Structural Engineer	
6	Electrical Engineer	
7	Electronic / IT Engineer	
8	Construction Health & Safety Agent	
9	Environmental Control Officer	

Indicate which service/s you are submitting your bid for by ticking the box provided above.

Bidders / Tenderers can tender for one or more disciplines.

Each discipline will be evaluated separately and awarded accordingly.

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, after which, all references to the term "Tenderer(s)" then become synonymous with the term "Consultant"

VOLUME 1

NAME OF BIDDER:

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 PERSON		
6	NATIONAL TREASURY CSD REGISTRATION NUMBER	MAAA	
7	TENDER AMOUNT (VAT Incl.) This should be the same as the Combined C1.1 Offer and Acceptance in the NEC 3 ECC 2013 Contract	Project Manager	
		Architect	
		Quantity Surveyor	
		Civil Engineer	
		Structural Engineer	
		Electrical Engineer	
		Electronic / IT Engineer	
		Construction Health & Safety Agent	
		Environmental Control Officer	

RFP Timelines

Bid Invitation	Monday 08th December 20252025
Compulsory Briefing Session CAPE TOWN INTERNATIONAL AIRPORT	Monday 19th January 2026 at 10:30
Compulsory Date and Site Inspection Requirements	<p>Bidders should visit the permit office at least one hour prior to the site inspection to obtain visitor access cards. Every bidder must come to the site with the following:</p> <p>(a) Reflective jacket</p> <p>(b) Identity Document and a copy of your ID (not driver's license)</p> <p>PLEASE NOTE THAT NO PERMITS WILL BE ISSUED AFTER 10h00 AM</p> <p>Bidders are to arrive earlier to accommodate the permit/administration process. Refer T1.1.2 below.</p>
Enquiries closing Date and time	Monday 26th January 2026 @ 15:00
RFP submission closing Date and time	Friday 30th January 2026 at 12:00 (Mid-day)
HARD COPY Bid Proposals to be delivered to :	<p>ADDRESS: CAPE TOWN INTERNATIONAL AIRPORT SOUTHERN OFFICE BUILDING GROUND FLOOR, RECEPTION, PROCUREMENT DEPARTMENT</p> <p>Tender Box</p>

PART A

FORM A10. SBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	CTIA8019/2025/RFP	CLOSING DATE:	Friday 30th January 2026	CLOSING TIME:	12h00
DESCRIPTION	Joint Monitoring Team (JMT) for the provision of professional built environment services to manage a Design & Build tender to deliver a national key point fence along a newly defined airfield boundary as well as a land protection perimeter fence along ACSA's property boundary at Cape Town International Airport for a period of 60 months.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Cape Town International Airport,					
Southern Office Block,					
Ground Floor, Tender box					
Cape Town International Airport,					
(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Graham Mitchell		CONTACT PERSON	Graham Mitchell	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	ctiatender.admin@airports.co.za		E-MAIL ADDRESS	ctiatender.admin@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>
YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	
<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES
<input type="checkbox"/> NO	
<p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>	



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) AND IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONSULTANTS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



Contents	
Number	Heading
The Tender	
Section 1	Instructions to Bidders
Section 2	Background, Purpose, and Scope of Works
Section 3	Evaluation Criteria
Section 4	Returnable Documents
The Contract NEC Professional Services Contract (PSC)	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data (by Employer and Consultant)
C1.3	Occupational Health and Safety Agreement
C1.4	ACSA Insurance Requirements
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Pricing Data
Part C3: Scope of Work	
C3.1	Description of Services
Part C4 : Site information	
C4.1	Site Information
Part C5:	Annexures
Annex A	ACSA CAD Drawing Standards
Annex B	ECSA Guidelines
Annex C	SACPCMP Pr. CPM
Annex D	SACPCMP CHSA
Annex E	Gate Reconfiguration Information

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to bid documents

Tenders are available on www.etenders.gov.za. Kindly print and complete.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management 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. Bid documents must be submitted on or before **12 PM on Friday 30th of January 2026** using the following method(s): Hand delivery/Tender Box

The bid document must be delivered to the address below and must be addressed as follows:

**Cape Town International Airport,
Southern Office Block,
Procurement office
Ground Floor, Tender box**

Proposals must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence

- 1.1.1. Bidders are requested to submit both be in printed Format **two original and a copy**. Both documents will be legal and binding.

1.2. Late Bids

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

1.3. Clarification and Communication

Name:	<u>Graham Mitchell</u>
Designation:	<u>Senior Buyer</u>
Tel:	<u>021 937 1200</u>
Email:	<u></u>

- 1.3.1. Request for clarity or information on the bid may only be requested until Monday 26th of January 2026. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

- 1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit



representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

1.4. **Compulsory Briefing/Site Inspection Session**

A compulsory briefing session will be held on Monday 19th of January 2026 at 10:30 AM. The session will be held at the following location:

Cape Town International Airport,

Southern Office Block,

Conference Centre Faranani Boardroom

Ground Floor

IMPORTANT TO NOTE: It is advised that the representative that will be attending the Compulsory Briefing session is directly involved in the compilation of the Bid Document submission. During the briefing session, we offer key instructions on the requirements that are to be observed when compiling your bid submission. It would be in the bidding entities best interest to send a representative that will understand and action the key instructions given during the briefing session

CAPE TOWN INTERNATIONAL AIRPORT – Southern Office Block Building, Matroosfontein – Cape Town 8000

Requirements for the site inspection will be provided as part of the specifications ***(if applicable)***

1.5. **Bid Responses**

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

1.6. **Disclaimers**

It must be noted that ACSA reserves its right to:

1.6.1. Award the whole or a part of this bid;

1.6.2. Split the award of this bid;

1.6.3. Negotiate with all or some of the shortlisted bidders;

1.6.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;

1.6.5. To reject the lowest acceptable bid received; and/or



1.6.6. Cancel this bid.

1.6.7. This bid document may not be changed or altered in any manner, any change to the content of the bid document will lead to disqualification as it will be changing the terms and conditions of the tender.

1.7. Validity Period

1.7.1. ACSA requires a validity period of hundred and twenty **120** business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid.

1.8. Confidentiality of Information

1.8.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval Form the bidder whose information is sought.

1.8.2. Furthermore,

1.8.2.1 ACSA will not disclose the names of bidders until the bid process has been finalised.

1.8.2.2 Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.9. ACSA is a National Key Points therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders may be subjected to security vetting depending on the goods and/or services being provided. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirement.

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

2. SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORKS

2.1 Background and/or Purpose of this Bid

Since its inception 32 years ago, Airports Company South Africa SOC Limited (ACSA) has transformed into a focused commercial enterprise that is market-driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa's Nine (9) principal airports, comprised of the country's major international airports, namely, O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely, Chief Dawie Stuurman International Airport (PLZ), King Phalo Airport (ELN), George Airport (GRJ), Bram Fischer (BRAM), Kimberley Airport (KMB), Upington (UTN). ACSA's registered corporate office operates from Airport Park in Kempton Park right next to the OR Tambo International Airport.

ACSA's vision is to be the most sought-after partner in the world for the provision of sustainable airport management solutions by 2030. ACSA's strategy is to create and operate world-class airports measuring up to international standards, its strategic intent is supported by three strategic pillars, namely:

- Run Airports: Run our airports efficiently, optimally, and innovatively.
- Develop Airports: Optimise assets and plan for new capacity and growth opportunities.
- Grow Footprint: Seek growth opportunities in the continent and world.



Run airports



Develop airports



Grow footprint

2.2 Description of the services

Executive Overview

The Cape Town International Airport shares most of its boundary with historically disadvantaged townships characterized by unemployment, lack of access to basic services, informal settlement, and land invasion. It is estimated that approximately 3 000 families have established in the adjacent Freedom Farm and Malawi Camp. The expansion of these settlements poses a threat to the Cape Town International Airport expansion programme in terms of its Master Plan due to being no physical demarcation that separates the community from the airport.

ACSA is in the process to acquire the land on which belongs to the National Department of Public Works on the eastern boundary for the purposes of constructing the new realigned runway. This land has, however, been rapidly invaded over the past three years. There is therefore a need to curb these invasions through the installation of a permanent land protection fence and a National Key Point Fence on the Airside to ensure that the demarcated boundaries create landmarks for patrols and to prevent unlawful interference.

2.2.1 Project Scope Summary:

The **Scope of Work** involves the construction of a perimeter fence to prevent acts of unlawful interference and address security risks and threat around the airport. The current scope of works comprises of: -

Phase 1:

Installation of a fence that complies with National Key Point requirements to protect the integrity of the airside and accommodate the planned new realigned runway. This fence will be the airside boundary and serve as a deterrence against intruders and ensure the safety and security of the enclosed area and remain in place until the completion of the new airside perimeter fence. The fence will be a pre-cast concrete perimeter fence with a patrol road along the inside of the fence and equipped with perimeter lighting, tamper proof, cut resistant, anti-hold and burrow measures as well as solid sliding steel emergency gates which will either be manually or electronically controlled. The state of the current fence will be investigated and attended to during this phase by installing barbed wire fence on its top together with Perimeter Intrusion and Detection System and CCTV installations.

Phase 2:

Installation of an external fence that protects ACSA land and prevents the spread of further invasion of the eastern portion and northern portions of the airport precinct and Freedom Farm boundaries. This will be achieved by installing palisade fencing including a patrol road along the fence. Electrical High Mast lights will be installed as part of this phase.



Objectives

The scope of works is to replace the existing NKP steel palisade fence with a precast concrete version. Once phase 1 is completed, the team will address the land invasion issue and assist ACSA with the design of a land protection fence (Spec. still to be determined)

For the purposes of this project the Joint Monitoring Team (JMT) is defined as:

The Joint Monitoring Team (JMT) is a multi-disciplinary oversight body established to supervise and support the implementation of airport infrastructure projects. Comprising of representatives from the client, airport authority, Consultants, engineering consultants, environmental specialists, aviation regulators, and other key stakeholders, the JMT is responsible for monitoring project progress, ensuring compliance with engineering standards and environmental management regulations, facilitating stakeholder coordination, identifying risks, and promoting transparency and accountability. Its scope may include, but not be limited to, technical inspections, ensuring implementation of the quality management plan, implementation of environmental management plans, safety audits, operational readiness evaluations, and stakeholder reporting, tailored to the specific requirements of the aviation project.

The Joint Monitoring Team (JMT) is required for the Perimeter Fence project at CTIA. The project will be carried out using a Design and Build procurement contract; accordingly, a JMT is required to monitor the Design and Build Contractor and Consultants amongst the other activities mentioned above. The Scope of Services is Formulated to provide an integrated technical support and in support of the Client's management of the NEC ECC construction contract undertaken by others.

The project entails the construction of a new NKP Fence at CTIA. The Joint Monitoring Team is required to carry out general project administration, supervision and oversight on the project. The JMT will be required to monitor the confirmation of the scope done by the Design and Build Contractor supported by his consultants. Level 3 Construction monitoring is required for the fence installation project at Cape Town International Airport as per the Guidelines for scope of services. **PLEASE REFER TO THE CONTRACT DOCUMENT FOR COMPREHENSIVE SCOPE OF WORKS**

The implementation of this project by the JMT will follow the project Activities as shown below:

- **Activity 1: Review of existing Inception Reports and Brief.**
Conduct a gap analysis and resolution as directed by the Project Manager.
- **Activity 2: Procurement Documentation for the Design and Build Contractor.**
- **Activity 3: Review of the Inception Report (Stage 1) by consultant.**
- **Activity 4: Review of the Preliminary Design Report (Stage 2) by consultant.**
- **Activity 5: Review of the Detailed Design Report (Stage 3) by consultant.**
- **Activity 6: Review of the Construction Documentation and drawings (Partial Stage 4) by consultant.**
- **Activity 7: Contract Administration (Full Stage 5)**



- **Activity 8: Commissioning, Handover and Close Out (Full Stage 6)**

The JMT team will serve a review and oversight role throughout the project Activities, except for Activity 7 and 8 where full services will need to be implemented by the JMT team with liability still staying with the D&B Contractor.

For each of the work packages, namely, Civil and Structural Engineering, Electrical Engineering, Project Management, Quantity Surveying, Construction Health & Safety and Environmental Management, the professional service team is to nominate a Package Manager. The Package Manager is expected to take full ownership of their assigned work package, ensuring its delivery within the agreed scope, schedule, and budget. They must coordinate all activities related to planning, execution, and quality assurance, while proactively managing risks and resolving issues. Effective communication with stakeholders, timely reporting, and strict adherence to contractual and regulatory requirements are essential. The Package Manager must also ensure that all deliverables meet the required standards and contribute to the overall success of the project. This role may be assigned to any member of the package project team based on capability and availability, and no additional remuneration will be provided for performing these duties.

The services of the Design and Build (D&B) Consultant are to perform/ implement the works through the following project stages:

- **Stage 1: Inception**
- **Stage 2: Preliminary Design**
- **Stage 3: Detailed Design**
- **Stage 4: Construction Documentation and Procurement of Subconsultants**
- **Stage 5: Construction**
- **Stage 6: Close out**

3. SECTION 3: EVALUATION CRITERIA

A staged approach will be used to evaluate tenders.

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Test for Responsiveness As per Clause	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference	Post tender negotiations, if applicable.	Security Vetting, if deemed necessary

STAGE 1 – TEST FOR RESPONSIVENESS

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

- Complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered)
- Has been properly and fully completed and signed, and
- Is responsive to the other requirements of the tender documents (check certificates if attached, e.g. Qualifications, etc / allow bidder reasonable time to submit.)

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

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other Tenderers presenting responsive tenders, if it were to be rectified.

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

STAGE 2 - MANDATORY ADMINISTRATION CRITERIA

- Fully Completed and signed Form of Offer Acceptance C1,1 (Found in the **NEC 3 ECC 2013 Contract**) for the Disciplined tendered for. (Refer to Part C1.1)
- Only bidders who attend the **Compulsory** Site Briefing session will be eligible to bid.
- Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA (Please note the description of the Nature of Business must be relevant to the Discipline you are bidding for)

NB: Please reference the returnable schedule. Please respond by submitting ALL required information – **NO AWARD MAY BE ISSUED TO BIDDERS THAT HAS SUBMITTED A BID WITH OUTSTANDING DOCUMENTS**

NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).

NB: No award will be made to a supplier who does not return ALL the SBD documents fully completed – all returnable documents including accepting ACSA's Terms and Conditions are subject to conditions of contracting.

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

NB: The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)

NB: The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner COIDA (Compensation for Occupational Injuries and Diseases Act) (Letter of good standing with the Workers Compensation Commissioner) with the Department of Labour, FEM or RMA Please note the description of the Nature of Business must be relevant to the Tender you are bidding for

STAGE 3 – FUNCTIONALITY EVALUATION CRITERIA

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall **80 points out of 100 points** per discipline must be achieved for the tender to be eligible for further evaluation on Price and Preference 80/20

FUNCTIONALITY EVALUATION BREAKDOWN
TABLE 1. PROJECT MANAGEMENT REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

1.	Construction Project Management Professional services with Built Environment experience	Maximum Points
1.1	<p>Tenderer's (Bidding Company) Experience:</p> <p>Proof that Tenderer (Bidding Company) has Project Management professional services work experience in built environment projects for the minimum project construction value of R 50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid reference (Four valid projects required)</p> <p>FORM A5 to be used as a checklist to ensure reference letter compliance.</p> <p>An acceptable reference may include:</p> <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work Performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	40 points
1.2	<p>Key Personnel – Experience and Professional Registration. (1 x Construction Project Manager)</p>	
1.2.1	<p>Key Personnel – Experience:</p> <p>Proof that the Construction Project Manager has post-(SACPCMP Pr. CPM) registration, Project Management work experience in completed built environment projects, with a minimum project construction value of R50 million each (inclusive of VAT). 10 points per valid experience.</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required)</p> <p>Complete Form: FORM C6</p>	40 points

1.2.2	Key Personnel – Professional Registration: Proof that the Project Manager (Key Personnel) is registered with the South African Council for Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager . Attach a copy of a valid and active professional registration on FORM C7 Failure to provide a valid and active Pr. CPM Certificate will result in a score of zero (0)	20 points
	Total	Maximum 100

TABLE 2. ARCHITECT'S REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

2.	Architectural professional services with Built Environment experience	Maximum Points
2.1	Tenderer (Bidding Company) Experience: Proof that Tenderer (Bidding Company) has Architectural works service work experience in built environment projects for the minimum project construction value of R50 million each (inclusive of VAT). <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points 10 points per valid reference) FORM A5 to be used as a checklist to ensure reference letter compliance. An acceptable reference may include: <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) Note: Appointment letters will not be accepted.	40 points
2.2	Key Personnel - Experience & Professional Registration 1 x Architect	Maximum Points
2.2.1	Key Personnel – Experience:	40 points

	<p>Proof that the Architect has post-(SACAP Pr. Arch) registration, Architectural services work experience in completed built environment projects, with a minimum project construction value of R50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required)</p> <p>Complete Form: FORM C6.</p>	
2.2.2	<p>Key Personnel - Professional Registration:</p> <p>Proof that the Architect is professionally registered as a Pr. Arch with the relevant Architectural Council (SACAP).</p> <p>Attach a copy of a valid and active professional registration on FORM C7</p> <p>Failure to provide a valid and active Pr. Arch Certificate will result in a score of zero.</p>	<p>Compulsory Requirement – Attach a copy of a valid and Active Pr. Arch</p> <p>20 points</p>
	Total	100 points

TABLE 3. QUANTITY SURVEYOR'S REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

3.	Quantity Surveying Professional services with Built Environment experience	Maximum Points
3.1	<p>Tenderer (Bidding Company) Experience:</p> <p>Proof that Tenderer (Bidding Company) has Quantity Surveying professional services work experience in similar completed built environment projects, for the project construction value above R50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid reference (Four valid projects required)</p> <p>Completed FORM A5 to be used as a checklist to ensure reference letter compliance.</p>	40 points

	<p>An acceptable reference may include:</p> <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	
3.2	Key Personnel - Experience & Registration 1 x Quantity Surveyor	Maximum Points
3.2.1	<p>Key Personnel – Experience:</p> <p>Proof that the Quantity Surveyor has post-(SACQS Pr. QS) registration, Quantity Surveying services work experience in completed built environment projects, with a minimum project construction value of R50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required)</p> <p>Complete Form: FORM C6</p>	40 points
3.2.2	<p>Key Personnel – Professional Registration</p> <p>Proof that the Quantity Surveyor is professionally registered with the South African Council for the Quantity Surveying Profession (SACQSP).</p> <p>Attach a copy of a valid and active professional registration on FORM C7</p> <p>Failure to provide a valid and active Pr. QS Certificate will result in a score of zero.</p>	<p>Compulsory Requirement – Attach a copy of a valid and Active Pr. QS</p> <p>20 points</p>
	Total	Points = 100

TABLE 4. CIVIL ENGINEERING REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

4.	Civil Engineering professional services with Built Environment experience	Maximum Points
4.1	<p>Tenderer (Bidding Company) Experience:</p> <p>Proof that Tenderer (Bidding Company) has Civil Engineering professional service works experience in completed Civil Engineering Infrastructure projects with a minimum project construction value of R50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid reference (Four valid projects required)</p> <p>Completed FORM A5 to be used as a checklist to ensure reference letter compliance.</p> <p>An acceptable reference may include:</p> <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	40 points
4.2	<p>Key Personnel – Experience and Professional Registration</p> <p>1 x Civil Engineer</p>	Maximum Points
4.2.1	<p>Key Personnel – Experience:</p> <p>Proof that the Civil Engineer has post (ECSA Pr. Eng / Pr. Tech) registration, Civil Engineering professional services work experience in completed Civil Engineering Infrastructure projects, with a minimum project construction value of R50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required)</p>	40 points

	Complete FORM C6	
4.2.2	<p>Proof that the Civil Engineer is professionally registered as a Pr. Eng / Pr. Tech with the Engineering Council of South Africa (ECSA).</p> <p>Attach a copy of a valid and active professional registration on FORM C7</p> <p>Failure to provide a valid and active Pr. Eng/Pr. Tech Certificate will result in a score of zero.</p>	<p>Compulsory Requirement – Attach a copy of a valid and Active Pr. Eng/Pr. Tech</p> <p>20 points</p>
	Total	Points = 100

TABLE 5. STRUCTURAL ENGINEERING REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

5.	Structural Engineering professional services with Built Environment experience	Maximum Points
5.1	<p>Tenderer (Bidding Company) Experience:</p> <p>Proof that Tenderer (Bidding Company) has Structural Engineering professional service work experience in similar completed Structural Engineering projects with a minimum project construction value of R50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid reference (Four valid projects required)</p> <p>Completed FORM A5 to be used as a checklist to ensure reference letter compliance.</p> <p>An acceptable reference may include:</p> <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	40 points
5.2	Key Personnel - Experience and Professional Registration (1 x Structural Engineer)	Maximum Points
5.2.1	Key Personnel – Experience:	

	<p>Proof that the Structural Engineer has post (ECSA Pr. Eng / Pr. Tech) registration, Structural Engineering professional services work experience in completed Structural Engineering projects, with a minimum project construction value of R50 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required)</p> <p>Complete Form: FORM C6</p>	40 points
5.2.2	<p>Key Personnel - Professional Registration: Proof that the Civil Engineer is professionally registered as a Pr. Eng/Pr. Tech with the Engineering Council of South Africa (ECSA). Attach a copy of a valid and active professional registration on FORM C7 Failure to provide a valid and active Pr. Eng/Pr. Tech Certificate will result in a score of zero</p>	<p>Compulsory Requirement – Attach a copy of a valid and Active Pr. Eng/Pr. Tech 20 points</p>
	Total	Points = 100

TABLE 6. ELECTRICAL ENGINEERING REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

6.	Electrical Engineering professional services with Built Environment experience	Maximum Points
6.1	<p>Tenderer (Bidding Company) Experience:</p> <p>Proof that Tenderer (Bidding Company) has Electrical Engineering professional services work experience in completed Electrical Engineering infrastructure projects, for the project construction value above R 20 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid reference (Four valid projects required)</p> <p>Completed FORM A5 to be used as a checklist to ensure reference letter compliance.</p>	40 points

	<p>An acceptable reference may include:</p> <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	
6.2	Key Personnel – Experience and Professional Registration. (1 x Electrical Engineer)	Maximum Points
6.2.1	<p>Key Personnel – Experience:</p> <p>Proof that the Electrical Engineer has post (ECSA Pr. Eng / Pr. Tech) registration, Electrical Engineering professional services work experience in completed Electrical Engineering projects, with a minimum project construction value of R 20 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required) Complete Form: FORM C6</p>	40 points
6.2.2	<p>Key Personnel – Professional Registration:</p> <p>Proof that the Electrical Engineer is professionally registered as a Pr. Eng/Pr. Tech with the Engineering Council of South Africa (ECSA).</p> <p>Attach a copy of a valid and active professional registration on FORM C7 Failure to provide a valid and active Pr. Eng/Pr. Tech Certificate will result in a score of zero</p>	<p>Compulsory Requirement – Attach a copy of valid and Active Pr. Eng/Pr. Tech</p> <p>20 points</p>
	Total	Points = 100

TABLE 7. ELECTRONIC / IT ENGINEERING REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

7.	Electronic Engineering / IT professional services with Built Environment experience	Maximum Points
7.1	<p>Tenderer (Bidding Company) Experience:</p> <p>Proof that Tenderer (Bidding Company) has Electronic / IT Engineering professional services work experience in completed Electronic /IT projects, for the project construction value above R 10 million each (inclusive of VAT).</p>	40 points

	<ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid reference (Four valid projects required)</p> <p>Completed FORM A5 to be used as a checklist to ensure reference letter compliance.</p> <p>An acceptable reference may include:</p> <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	
7.2	Key Personnel – Experience and Professional Registration. 1 x Electronic / IT Engineer	Maximum Points
7.2.1	<p>Key Personnel – Experience:</p> <p>Proof that the Electronic Engineer has a post (ECSA Pr. Eng / Pr. Tech) registration, Electronic / IT Engineering professional services work experience in completed Electronic Engineering / IT projects, with a minimum project construction value of R 10 million each (inclusive of VAT).</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required)</p> <p>Complete Form: FORM A6</p>	40 points
7.2.2	<p>Key Personnel – Professional Registration:</p> <p>Proof that the Electronic / IT Engineer is professionally registered as a Pr. Eng / Pr. Tech with the Engineering Council of South Africa (ECSA). Attach a copy of a valid and active professional registration on FORM C7 Failure to provide a valid and active Pr. Eng/Pr. Tech Certificate will result in a score of zero.</p>	<p>Compulsory Requirement – Attach a copy of valid and Active Pr. Eng/Pr. Tech</p> <p>20 points</p>
	Total	Points = 100

TABLE 8. CONSTRUCTION HEALTH AND SAFETY AGENT REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

8.	Construction Health and Safety Professional services with Built Environment experience	Maximum Points
8.1	<p>Tenderer (Bidding Company) Experience:</p> <p>Proof that Tenderer (Bidding Company) has Construction Health and Safety professional services work experience, for the project construction value above R 10 million each (inclusive of VAT)</p> <p>10 points per valid reference (Four valid projects required)</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>Completed FORM A5 to be used as a checklist to ensure reference letter compliance.</p> <p>An acceptable reference may include:</p> <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	40 points
8.2	<p>Key Personnel - Experience and Professional Registration:</p> <p>1 x Construction Health and Safety Agent</p>	Maximum Points
8.2.1	<p>Key Personnel – Experience:</p> <p>Proof that the Construction Health and Safety Agent has Occupational Health and Safety professional services work experience, as Construction Health and Safety Agent for the project construction value above R 10 million each (inclusive of VAT)</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>10 points per valid project experience (Four valid projects required)</p>	40 points

	Complete FORM C6	
8.2.2	Key Personnel - Professional Registration: Proof that the Construction Health and Safety Agent is professionally registered with the South African Council for Project and Construction Management Professions (SACPCMP). Attach a copy of a valid and active professional registration on FORM C7 Failure to provide a valid and active Pr. CHSA Certificate will result in a score of zero.	Compulsory Requirement – Attach a copy of valid and Active Pr. CHSA. 20 points
	Total	Points = 100

TABLE 9. ENVIRONMENTAL CONTROL OFFICER REQUIREMENTS

The functional/technical evaluation will be based on a threshold, where bidders that fail to achieve a minimum of **80 points** on the functional stage will not be considered further in the evaluation.

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

9.	Environmental Control Professional services with Built Environment experience	Maximum Points
9.1	Tenderer (Bidding Company) Experience: Proof that Tenderer (Bidding Company) has Construction Health and Safety professional services work experience in completed built environment projects, for the project construction value above R10 million each (inclusive of VAT). 10 points per valid reference (Four valid projects required) <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points Completed FORM A5 to be used as a checklist to ensure reference letter compliance. An acceptable reference may include: <ul style="list-style-type: none"> • Reference Letter on client letterhead and signed by the client • Type of work performed • Project value (inclusive of VAT) • Project duration 	40 points

	<ul style="list-style-type: none"> • Client contact details (phone & email) <p>Note: Appointment letters will not be accepted.</p>	
9.2	<p>Key Personnel – Experience and Professional Registration: 1 x Environmental Control Officer</p>	Maximum Points
9.2.1	<p>Key Personnel – Experience:</p> <p>Proof that the Environmental Control Officer has Environmental Compliance Monitoring professional services work experience in completed Built Environment projects, as Construction Health and Safety Agent for the project construction value above R10 million each (inclusive of VAT).</p> <p>10 points per valid project experience (Four valid projects required)</p> <ul style="list-style-type: none"> • 0–3 Projects = 0 points • 4 Projects = 30 points • > 4 Projects = 40 points <p>Complete FORM C6</p>	40 points
9.2.2	<p>Key Personnel - Professional Registration:</p> <p>Proof that the Environmental Control Officer is professionally registered with the South African Council for Natural and Scientific Professions (SACNASP)</p> <p>Attach a copy of a valid and active professional registration on FORM C7 Failure to provide a valid and active Pr. Sci. Nat Certificate will result in a score of zero</p>	<p>Compulsory Requirement – Attach a copy of valid and Active Pr. Sci. Nat</p> <p>20 points</p>
	Total	Points = 100



Stage 4 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value below R50 million*. A maximum of 80 points is allocated for price based on the following Formulae (delete Formula not applicable):

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

Where:

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

Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPR 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:

Paste applicable goal here:

Specific Goals	Number of Points (80/20 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Black youth majority-owned entities	5
Black women majority-owned entities	5
Entity located in the Western Cape provincial/municipal/district where services or assets are procured.	5
Non-compliant contributor	0

Proof of location is demonstrated with latest rates bill, electricity bill.

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

a) Provide original or certified copy Valid sworn Affidavit OR

b) B-BBEE Certificate from a SANAS accredited rating agency

- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice

a) Any other supporting information..

	<p>IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION (PROOF) THAT IS RELEVANT TO THE SPECIFIC GOALS.</p> <p>Stage 5 - Objective Criteria Evaluation (Not Applicable)</p> <p>In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder. Should there be no bidder the complies with the objective criteria, the highest point scorer shall be awarded the bid.</p>
C.3.12	<p>Insurance provided by the employer</p> <p>Refer to Contract Data</p>
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to Perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

SECTION 4: Returnable Documents

List of Returnable Documents and Schedules

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Certificate of Attendance at Compulsory Briefing Session. Bidder must sign the Attendance Register.	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Client/Trade Reference Letters of Previous Projects Completed	
	A8: Proof of Contract Values of Previous Projects Completed	
	A9: Schedule of Current Commitments	
	A10: SBD1 Invitation to Bid	
	A11: SBD3.3 Pricing Schedule : Professional Services	
	A12: SBD 4: Bidder's Disclosure Form	
	A13: SBD 6.1: Preference points claim Form in terms of Preferential Procurement Regulations	
	A14: Declaration Of Interest and Politically Exposed Persons Form	
	A15: Confidentiality and Non-Disclosure Agreement.	
	A16: Acceptance of Terms and Conditions of RFP and Bidder's Particulars	
	A17: Insurance Commitment	
	A18: VAT (Value-Added Tax) Questionnaire	
	A19: PROTECT OF PERSONAL INFORMATION ACT (POPIA)	
2	Other documents required only for tender evaluation purposes	
	B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
	B2: Consultant Registration issued by the Construction Industry Development Board (CIDB) CR	N/A
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
	B5: Central Supplier Database (CSD) proof of registration.	
	B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
	B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
	B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	
	B9: Proof of Locality : Confirmation of Offices in Western Cape (please provide Utility bill/Lease Agreement/Proof of Ownership)	
3	Returnable Schedules & Documents required for tender evaluation purposes that will be incorporated into the contract	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Domestic Subconsultants (<i>where applicable</i>)	
	C3: Sub-consultant's Supporting Documents (<i>where applicable</i>)	
	C4: Plant and Equipment	N/A
	C5: B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
	C6: CV's of key personnel	

The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
C7: Copy of Qualification Certificates and other supporting documents for Key Personnel	
C8: Project Plan/Program	
C9: Occupational Health and Safety Questionnaire	
C10: Proposed Amendments and Qualifications	
In Contract Document : C1.1 Form of Offer and Acceptance	
In Contract Document : C2.2 Activity/Pricing Schedules	

SBD 3.3

Form A11. PRICING SCHEDULE

(Professional Services)

Note: all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

1. The accompanying information must be used for the Formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4.

Person And Position	Hourly Rate	Daily Rate

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

Phase	R	Days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

Description Of Expense To Be Incurred	Rate	Quantity	Amount

TOTAL: R.....

- 5.2 Other expenses, for example accommodation (specify, e.g. Three-star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

Description Of Expense to Be Incurred	Rate	Quantity	Amount

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
8. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

NAME: Graham Mitchell – Senior Buyer – Category Management
e-mail: ctiaender.admin@airports.co.za

Form A1. Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I,

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail

telephone number

cell number.....

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

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA Representative:	
Name:	

Form A2. Record of Addenda to Tender Documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A3. Certificate of Authority for Signatory

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

An example is shown below:

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

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **CTIA8019/2025/RFP** and any contract which may arise there from on behalf of

(block capitals)

.....

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Signed		Date	
Name		Position	
Tenderer			

Form A4. Certificate of Authority of JOINT VENTURES (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			

JV Agreement

(Bidder to attach agreement/Memorandum of Understanding between the party/s.)

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

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

Please complete the following:

Name of lead partner/member of JV	
CIPC Registration Number Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
VAT Registration number Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
CIDB Registration number Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members)	
BBBEE Certificate: Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
CSD Report: Please submit as <ul style="list-style-type: none"> Incorporated: Registered on CSD as the JV entity Unincorporated: Individual Entities 	
Letter of Good Standing: Please submit as <ul style="list-style-type: none"> Individual entities 	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	

Physical Address (also each member of the JV)	
---	--

Unincorporated/Incorporated JV /Consortium Requirements:

Please include the following in your submission or proof of application

	YES	NO
Consolidated CSD JV/Consortium DOCUMENT		
Consolidated JV/Consortium VAT REGISTRATION		
Consolidated JV SARS TAX PIN CERTIFICATE		
CIPC Documents for all entities in the JV/Consortium		
Consolidated BBBEE Certificate		
Bank confirmation not older than 3 months in the name of the JV/Consortium		

Form A5. Schedule of the Tenderer's Recent Experience (Completed Projects) (COMPANY EXPERIENCE)

Complete the table below and attach Reference Letters (Not completion certificates) for the listed projects – PRINT AND FILL IN THE TEMPLATE AND ATTACH FOR EACH DISCIPLINE TENDERED FOR. Verifiable and contactable Reference Letters to be submitted for projects listed below. **(Duplicate this Form for each Discipline Tendered For)**

DISCIPLINE TENDERED FOR: _____

CONSULTANT COMPANY EXPERIENCE :

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) work successfully completed.

Note:

When completing the below schedule, Tenderer's must take cognisance of the evaluation criteria as described in Functionality Evaluation Stage
Please inform Referees that verification may be done via Telephone or e-mail.



AIRPORTS COMPANY

Projects	Employer / Principal Agent (On a company letterhead)	Project Name/ Description of works (Refer to functionality)	Scope of Works rendered	Value (Excl. VAT)	Performance Period (Date)		Reference (Client/ Employer contact details)	Reference letter provided (yes or no)	
					Start Date	End Date		YES	NO
Project No. 1							Name: Tel: Email:		
Project No. 2							Name: Tel: Email:		



AIRPORTS COMPANY

Projects	Employer / Principal Agent (On a company letterhead)	Project Name/ Description of works (Refer to functionality)	Scope of Works rendered	Value (Excl. VAT)	Performance Period (Date)		Reference (Client/ Employer contact details)	Reference letter provided (yes or no)	
					Start Date	End Date		YES	NO
Project No. 3							Name: Tel: Email:		
Project No. 4							Name: Tel: Email:		



Projects	Employer / Principal Agent (On a company letterhead)	Project Name/ Description of works (Refer to functionality)	Scope of Works rendered	Value (Excl. VAT)	Performance Period (Date)		Reference (Client/ Employer contact details)	Reference letter provided (yes or no)	
					Start Date	End Date		YES	NO
Project No. 5							Name: Tel: Email:		

Contactable references must be provided.
 Works listed must be completed projects. Ongoing/incomplete projects will not be evaluated.
 Bidder may add additional projects if required

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

Signed		Date	
--------	--	------	--



AIRPORTS COMPANY
SOUTH AFRICA

Name		Position	
Tenderer			

Form A6. Certified Copies of Completion Certificates of Previous Projects Completed – N/A

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

Not Applicable for this tender

Signed		Date	
Name		Position	
Tenderer			

FORM A7. Client / Trade Reference Letters of Previous Projects Completed

REFER TO FUNCTIONALITY CRITERIA FOR INFORMATION THAT MUST BE CONTAINED IN THE CLIENT REFERENCE LETTERS.

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

FAILURE TO SUBMIT REFERENCE LETTERS FOR THE PROJECTS LISTED BY THE BIDDER IN FORM A5 MAY RESULT IN DISQUALIFICATION.

Signed		Date	
Name		Position	
Tenderer			

FORM A8. PROOF OF CONTRACT VALUES OF PREVIOUS PROJECTS COMPLETED

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

Signed		Date	
Name		Position	
Tenderer			

Form A9. Schedule of Current Commitments

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this Form

Employer, contact person, and telephone number	Consultant/ Principal Agent, contact person, and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed		Date	
Name		Position	
Tenderer			

Form A12. Bidder's Disclosure (SBD4)

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Form A13. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference Form must be 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

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) Either 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	80
SPECIFIC GOALS / PREFERENCE	20*
Total points for Price and SPECIFIC GOALS	100

**Documented proof is listed on the returnable table above*

- 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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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



Specific Goals	Number of Points (80/20 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Black youth majority-owned entities	5
Black women majority-owned entities	5
Entity located in the provincial/municipal/district where services or assets are procured.	5
Non-compliant contributor	0

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the 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 Consultant 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 Consultant, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

Form A14: Declaration of Interest and Politically Exposed Persons Form

Making a Declaration:

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

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

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

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

All bidders must complete a declaration of interest Form below:

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

Signature

Date

Position

Name of bidder

Form A15: 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 an confidential nature of the disclosing party, in whatever Form it may be;

1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as "the disclosing party" and the party, which receives the confidential information, shall be referred to as "the receiving party".
- 1.3 "“affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;

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

2. **INTRODUCTION**

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

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

- 4.1.1 it will treat the disclosing party’s confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party’s confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, Consultant or sub-Consultant or agent of the receiving party (collectively referred to herein as “representative”)

or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

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

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever Form) which comes into the possession of the receiving party shall itself be deemed to Form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical Form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable Form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

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

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

5.2.1 where copies of the confidential Information are held;

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

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

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

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

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

6.3 Should the Company provide its consent in terms of clause **Error! Reference source not found.** above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP.

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

7. DURATION

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

8. Title

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

9. RELATIONSHIP BETWEEN THE PARTIES

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

10. ENFORCEMENT, GOVERNING LAWS AND JURISDICTION

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction, and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

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

11. **DOMICILIUM**

11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicile to any other address which is not a post office box or poste restante.

11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

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

SIGNED at _____ **on** _____ **day of** _____ **2025**

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** _____ **2025**

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____
2. _____
3. _____

Form A16. Acceptance of Terms and Conditions of RFP and Bidder's Particulars

When responding to this bidder, the bidder is assumed to have accepted the terms and conditions listed below:

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

Proposal No: **CTIA8019/2025/RFP**
Bidder's Name and Contract Details

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

Proposal Certification

We hereby submit a Proposal in respect of the following Tender : **Joint Monitoring Team (JMT) for the Provision of Professional Built Environment Services for the Design and Construction of a Critical Infrastructure Protection Perimeter Fence and Installation of a National Key Point Fence along the Interim Identified Airfield Boundary for a Period of 60 Months at Cape Town International Airport** 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.



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- 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		2025
--------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

Form A17: Insurance Commitment

Bidder Acknowledgement

The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract (refer contract document for more insurance information).

The bidder/consultant shall ensure that all potential and appointed Sub-consultants are aware of ACSA's insurance requirements and enforce the compliance by sub-consultants where applicable.

Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.

Signed		Date	
Name		Position	
Tenderer			

FORM A18. VAT (Value-Added Tax) Questionnaire

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

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

Yes	No
------------	-----------

2. If you have answered yes to the above question, please provide the following:

- 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid registration certificate attached? Yes/No
1.		

ACSA management will use the following link to check your registration. [VendorExactSearch\ 1.0.4 \(sarsefiling.co.za\)](http://VendorExactSearch\ 1.0.4 (sarsefiling.co.za))

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 Person, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

1.2 Consortium or Joint Venture - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture

1.3 Partnership - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

2. The Law

Section 51 of the VAT Act states that:

- (1) Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*
- (a) such body shall be deemed to carry on such enterprise as a person separate from the members of such body;*
 - (b) registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;*
 - (c) liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and*
 - (d) the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.*

3. Application of the Law

When a body of persons Forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act ,required to register for VAT with the South African Revenue Services ("SARS")where the body's taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.

FORM A19. Protect of Personal Information Act (POPIA)

POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the



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service provider shall also delete existing personal information unless the law requires its storage; and

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

SIGNATURES:

FOR AIRPORTS COMPANY SOUTH AFRICA

SIGNED AT _____ ON THIS _____ DAY OF _____ 2025.

FOR SERVICE PROVIDER

SIGNED AT _____ ON THIS _____ DAY OF _____ 2025.

Documents B1 to B9: Attach Here

Attach the following documents here:

Other documents required only for tender evaluation purposes	
B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
B2: Consultant Registration issued by the Construction Industry Development Board (CIDB)	N/A
B3: SARS Pin issued by the South African Revenue Services.	
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
B5: Central Supplier Database (CSD) proof of registration.	
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	
B9: Proof of Locality : Confirmation of Offices in Western Cape (please provide Utility bill/Lease Agreement/Proof of Ownership	

Form C1. Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

Signed		Date	
Name		Position	
Enterprise name			

Form C2. Proposed Domestic Subconsultants (If Applicable)
(Duplicate this Form for each Discipline Tendered For)

DISCIPLINE: _____

We notify you that it is our intention to employ the following Subconsultants for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subconsultants in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

Tenderers are requested to provide a schedule of proposed key sub-consultants intended to be used on the project. The schedule should be structured under the following headings:

No	Sub-Consultant	Trade to be Sub-consulted	% of Works or Services to be Sub consulted	Amount of Work or Service to be Sub consultant	BBBEE Level	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	30%	R280,000	Level 1	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abcccontractors.co.za
1.							
2.							
3.							



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

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

Attach the following:

- **BBBEE certificate of proposed subconsultant(s)**
- **SARS Tax Certificate Pin or certified certificate**
- **Certificate of Incorporation**

	Name and address of proposed Sub-consultant	Nature and extent of work	Previous experience with Sub- consultant

Signed		Date	
Name		Position	
Tenderer			

Form C3. Sub-consultant Supporting Documents (If Applicable)
(Duplicate this Form for each Discipline Tendered For)

DISCIPLINE: _____

List supporting documents required for sub-Consultant:

- Subcontracting Agreement between Main Consultant and Subcontractor specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontractor.(MOU/MOA)
- Central Supplier Database (CSD) Report
- CIPC certificate
- Share Certificate
- Valid B-BBEE Certificate.
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			

Form C4. Plant and Equipment N/A

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM C5. B-BBEE – PREFERENCE POINTS

- Provide original or certified copy of Valid sworn B-BBEE Affidavit OR SANAS Accredited B-BBEE Certificate
- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided

as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;

Specific Goals	Number of Points (80/20 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Black youth majority-owned entities	5
Black women majority-owned entities	5
Entity located in the provincial/municipal/district where services or assets are procured.	5
Non-compliant contributor	0

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE PROOF/SUPPORTING INFORMATION THAT IS RELEVANT TO THE FOLLOWING SPECIFIC GOALS.

Signed		Date	
Name		Position	
Tenderer			

FUNCTIONALITY REQUIREMENTS – Provide the following

C6: CV's of key personnel
C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.
Letter of Good Standing from Statutory Body for Practice or Company (Where Applicable)

REFER FUNCTIONALITY REQUIREMENTS IN TENDER DATA CLAUSE C.3.11 – FUNCTIONALITY AND RESPOND HERE-AFTER.

FORM C6. The CV's OF KEY PERSONNEL

Bidders are referred to Tender Data **clause C.3.11 - Functionality** which indicates the maximum possible score for information requested under this schedule.

**Summary CV Schedule – print and complete for Each Discipline tendered.
Complete table below and attach relevant detailed CVs and Valid Professional Registration certificate of the Key Personnel. (Duplicate this Form for each Discipline Tendered For)**

DISCIPLINE TENDERED: _____

Name :	
Surname:	
Nationality:	
Date of Birth:	
Name of current position in tendering enterprise:	

Qualifications: <i>(List and attach certified copies of degrees, diplomas, Masters, Doctorate)</i>		
Professional registration number (Attach certified Copy of valid professional registration certificate)		
Overview of post graduate working experience <i>(year, organisation and position)</i>		
Outline completed projects of similar nature: Civil Infrastructure Type projects related to construction of Palisade Fence		
Project Name (Completed Project)	Project Value (Note: Value refers to total value of project NOT value of fees) Note the minimum project value in the evaluation sheets.	Duration of completed project: (Start and End Dates) Note: No points will be allocated to an incomplete or Ongoing project.
1		
2		
3		

(Attach CV's of Key personnel to this page)

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

Signed		Date	
Name		Position	
Tenderer			

FORM C7. Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C6 above to this page.

- **Project Manager**
- **Architect**
- **Quantity Surveyor**
- **Civil Engineer**
- **Structural Engineer**
- **Electrical Engineer**
- **Electronic/ IT Engineer**
- **Construction Health and Safety Agent**
- **Environmental Control Officer**

Signed		Date	
Name		Position	
Tenderer			

FORM C8. Project Plan/Program

Provide Information as detailed in line with the key dates in the Scope of Work Part C3.

Signed		Date	
Name		Position	
Tenderer			

Form C9. Occupational Health and Safety Questionnaire

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

2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-Consultants?				
	Please describe how this is achieved and how the results are monitored				
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				
4.2	Are records of these inspections kept and available?				
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?				
4.4	Are unsafe acts and conditions reported and remedial actions Formally monitored?				
	Please provide examples of the above				
5.	RULES AND REGULATIONS			YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-Consultants?				
	Do these cover				

	<ul style="list-style-type: none"> • General rules 						
	<ul style="list-style-type: none"> • Project rules 						
	<ul style="list-style-type: none"> • Specific task rules 						
5.2	Do these rules include permit to work system (as applicable)						
5.3	Do you have experience of project SHE plans? Please give examples of where these have been used						
5.4	Do you have a Formal company guideline for holding pre-contract health and safety meetings with the client?						
6	RISK MANAGEMENT	YES	NO				
6.1	Have the following, involved in the execution of your work, been identified? <ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 						
6.2	Are these findings and assessments recorded?						
6.3	How often are they reviewed? Please list the time frame e.g. years						
6.4	For what processes/risk is personal protective equipment issued?						
	<table border="1"> <tr> <td>Process/Risk</td> <td>Type of PPE</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Process/Risk	Type of PPE				
Process/Risk	Type of PPE						
	Do you have a copy of the issue lists for PPE available on request?						
7	EMERGENCY ARRANGEMENTS	YES	NO				
7.1	How do you manage your arrangements for dealing with emergencies? Are these communicated to your sub-Consultants?						
7.2	What provision have you made for first aid? E.g. Trained First Aiders						
7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training						
8	RECRUITMENT OF PERSONNEL	YES	NO				
8.1	Are health and Safety factors considered when hiring personnel?						
8.2	Are medical examinations carried prior to employment?						
	In all cases						
	Where type of work requires medical examination						

8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy		
9.2	Is there a standard report/investigation Form used?		
	Please supply a copy		
9.3	Do you have a Formal system for reporting situations/near misses etc.?		
	Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR 1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

1. Management Structure including organogram
2. Human Resource Plan
3. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer
4. COID Insurance

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

Form C10. Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

THE CONTRACT

REFER CONTRACT ATTACHED SEPARATELY.

**BIDDER TO COMPLETE CONTRACT IN IT'S ENTIRETY (Form of Offer, Pricing Schedules etc),
SIGN AND RETURN TOGETHER WITH THIS COMPLETED & SIGNED TENDER DOCUMENT**