



**Tender Reference Number: RA7419/2024/RFP**

**REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICE PROVIDERS FOR THE TERMINAL EXPANSION PROJECT AT ACSA’S GEORGE AIRPORT.**

**APRIL 2024**

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

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

Each discipline will be evaluated separately.

Refer Section 1 - 1.2 for guidance on how to submit the different parts of the bid submission.

Table 1:

Number	Services	✓
1	Project Manager (Lead Consultant)	
2	Architect	
3	Quantity Surveyor	
4	Civil and Structural Engineers	
5	Electrical and Electronic Engineers	
6	Mechanical and Fire Engineers	
7	Occupational Health and Safety Agent	

NAME OF BIDDER: \_\_\_\_\_

(Bidding Entity/Company)



**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>					
BID NUMBER:	RA7419/2024/RFP	CLOSING DATE:	13 May 2024	CLOSING TIME:	10:00am
DESCRIPTION	Request for Proposal (RFP) for Professional Service Providers for the Terminal Expansion Project at ACSA's George Airport.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
George Airport					
ACSA Offices 1 <sup>st</sup> Floor Terminal Building					
Tender Box at Outeniqua B/Room					
<b>(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	M Gounden		CONTACT PERSON	M Gounden	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	<a href="mailto:tenders.scm1@airports.co.za">tenders.scm1@airports.co.za</a>		E-MAIL ADDRESS	<a href="mailto:tenders.scm1@airports.co.za">tenders.scm1@airports.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]



QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>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.</b>	

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....



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

**REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICE PROVIDERS FOR  
THE TERMINAL EXPANSION PROJECT AT ACSA'S GEORGE AIRPORT**

**Bid Number:** : RA7419/2024/RFP

**Issue Date** : 9 April 2024

**Compulsory Briefing Session** : 19 April 2024 at 11:00am

**Non-Compulsory Site Meeting** : Immediately after Briefing Session  
: *Bidders to arrive at least 2-3hrs before, to accommodate the permit application process.*

**Query Closing Date** : 26 April 2024

**Bid Closing Date and Time** : **13 May 2024 at 10:00am**



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## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFP documents

Tender document is available from **9 April 2024** for free download from National Treasury's e-Tender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Kindly print and complete.

### 1.2 Submission of bid documents

- The bidder must **submit bids in Printed and Electronic format. Printed format (1 Original and 1 Copy) and Electronic format** using a USB Flash Drive.
- The printed original will be legal and binding. In the event of discrepancies between any of the submitted documents; the printed original will take precedence.
- Bidders are requested to submit all bids in the format instructed.
- The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder.
- The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents.
- Bids must be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Tenderer's name and contact details, Tender Reference Number, Tender Description, details of the Tender Management /SCM Office where the bid will close.
- Submit printed returnable documents separately as follows:
  - a) **Generic information pertaining to the tender (Original and Copy)**

(e.g This tender document and the attached contract document fully completed and signed together with the necessary/relevant returnable documents and schedules)
  - b) **Specific Information for Each Discipline (Original and Copy):**

**Each Discipline file to include completed, signed returnable information specific to the discipline being tendered for.**  
(e.g **Functionality Requirements and Returnable documents/schedules, Scope of service, Pricing Instruction and Schedule, Separate Form of Offer for each discipline C1.1 in contract document etc...**)



**BID DOCUMENTS MUST BE SUBMITTED ON OR BEFORE 10:00AM ON 13 MAY 2024 TO THE FOLLOWING ADDRESS:**

• **Tender box** is located at:

- GEORGE AIRPORT
- ACSA Offices 1<sup>st</sup> Floor Terminal Building
- Tender Box at Outeniqua Boardroom  
(NB: Tender Deposit Register must be completed and signed by person depositing/dropping off the bid documents)

**Bid documents may be submitted Monday to Friday(excluding weekends and public holidays) between 9am and 3pm as there may not be anyone to receive your submissions outside these days and times.**

**1.2. Alternative Bids**

Alternative bids will not be accepted.

**1.3. Late Bids**

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

There will not be a public opening of tender documents.

**1.4. Clarification and Communication**

Name: M Gounden

Email: [tenders.scm1@airports.co.za](mailto:tenders.scm1@airports.co.za)

1.4.1. Request for clarity or information on the bid may only be requested until 26 April 2024. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

1.4.2. ACSA will respond to queries on or before 3 May 2024.

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

## 1.5. Compulsory Briefing and Non-Compulsory Site Visit Session

### 1.5.1 Compulsory Briefing

A compulsory briefing session will be held on **19 April 2024 at 11:00 AM** at the following location:

- GEORGE AIRPORT, WIMPY BOARDROOM, TERMINAL BUILDING, 1<sup>st</sup> FLOOR

### 1.5.2 Non-Compulsory Site Visit:

**The site visit will be held directly after the Briefing Session.**

- Bidders to arrive at the Wimpy boardroom at least 2-3 hours before the start of the Briefing in order to go through the administrative process for the permit application for site visit.

#### **Requirements for site visit:**

- (a) Reflective jacket
- (b) Original Identity Document/Passport (not driver's license)
- (c) Foreign passport with a valid work and business permit and visa marked business or section 21 stamp.
- (d) A maximum of 2 representatives per company will be allowed for the site visit.

***A Roll Call will be taken at the end of site meeting.***

The attendance register will be used as proof of attendance to the Briefing Session. Bidding Entity names must match with those on the register.

#### **Parking for Briefing Session and Site Meeting:-**

- Park in Open Parking to allow for parking tickets to be signed allowing for free parking.
- Should Bidders park anywhere else, Parking cost will be for their account.

## 1.6. Bid Responses

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





#### 1.6.1 SUB-CONSULTING:

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

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

#### 1.6.2 JOINT-VENTURE (JV)

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

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

### 1.7. Disclaimers

It must be noted that ACSA reserves its right to:

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

### 1.8. Validity Period

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

### 1.9. Confidentiality of Information

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



1.10. **Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: [office@thehotline.co.za](mailto:office@thehotline.co.za)

## SECTION 2: BACKGROUND AND PURPOSE

### 2.1 Background and/or Purpose of this Bid

George Airport is one of Airports Company South Africa's (ACSA) regional airports and in FY 19/20, it handled just over eight hundred thousand (835 906) annual passengers. George Airport lies halfway between Cape Town and Port Elizabeth on South Africa's ever-popular Garden Route and plays a central role in the region's tourist economy. The airport site measures approximately 276 hectares and comprises 1 paved active runway. The airport's passenger terminal building is located on the northern side of the runway and its general aviation area is located west of the terminal building.

ACSA's business strategy is centred around three core pillars: Run Airports, Develop Airports and Grow Footprint. These pillars define ACSA's reason for being as an organisation and give expression its key areas of strategic focus. The most relevant strategic pillar for this project is Develop Airports. The Company aims to develop its airports in line with strategic land use plans in order to:

- Create value to our shareholders.
- Develop and maintain world class airports (all development must entrench this identity).
- Support increased traffic through the provision of new capacity and facilities when required.
- Reduce environmental impact.

A decision has been taken by ACSA to expand the existing Terminal Building at George Airport and is based on the following primary objectives:

- To provide sufficient terminal capacity and its sub-systems and maximise passenger throughput.
- To improve the overall passenger level of service and provide related passenger amenities.
- To provide adequate commercial facilities that support overall airport experience.
- Ensure flexibility in development and operations to meet changing demands over the time.
- To integrate the new build terminal areas with the old, creating one seamless airport experience.
- To adopt alternative energy design to ensure environmental sustainability.

#### **Appointment of Built Environment Professionals**

ACSA seeks proposals from built environment professionals with sufficient capacity to commit to the initiation and completion of the airport development which is scheduled to be completed within a 5-year period. It is ACSA's intention to appoint the following built environment professionals to facilitate a Design by Employer contracting strategy for the project:

- Project Manager & Principal Agent,
  - Architect,
  - Quantity Surveyor
  - Civil and Structural Engineers,
  - Electrical and Electronic Engineers,
  - Mechanical and Fire Engineers,
  - Occupational Health and Safety Agent.



## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

3.1.1 ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made under Mandatory administrative, Functionality/Technical, Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7
Check if all the documents have been received.	Mandatory Criteria/ Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate Price and Preference	Objective Criteria	Post tender negotiations. (If needed)	Security Vetting (If needed)

### 3.3 Stage 1 : Documents received

Documents outside the detailed evaluation stages will be checked in stage 1. Documents relating to the Mandatory, Functionality, Price/Preference and Objective Criteria stages will be checked in those stages and evaluated accordingly.

### 3.4 Stage 2 : Mandatory Criteria Evaluation

- a) Attendance to Compulsory Briefing Session at George Airport (will be *verified against the attendance register*)
- b) Bidders must complete and acknowledge Bidder's Disclosure form SBD4.
- c) Complete the Pricing Schedules as per format provided (refer attached separately for each Discipline)
- d) Complete and sign Form of offer and Acceptance for each Discipline - Contract Part C1 - C1.1. (Print, complete and return Contract part C1.1 for each discipline)



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

**No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury. Bidders must supply their CSD Report..**

### **3.5 Stage 3 - Functionality Criteria Evaluation**

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

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. **The Bidder must score at least the minimum score per criterion and the overall minimum 65 out of 100 points in order to be eligible for further evaluation on Price and Preference (80/20).**

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

**NOTE:**

- **The Professional registration status of Key Personnel will be verified during evaluation stage.**
- **Company experience reference Letters will be verified during evaluation stage.**
- **Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.**

**FUNCTIONALITY BREAKDOWN CRITERIA FOLLOWS HERE-AFTER**


**TABLE 1. PROJECT MANAGEMENT REQUIREMENTS (LEAD CONSULTANT)**

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65 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.	Project Management Professional services with Built Environment experience  NB: Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.	Disqualification	Minimum Requirements	Maximum Requirements
1.1	<b>Company Experience:</b>  Proof that Tenderer has <b>Project Management professional</b> services work experience in <b>similar completed projects</b> , implemented in a live and operational environment for the <b>minimum project construction value of R50 million each</b> (inclusive of VAT) <b>(10 points per reference)</b> <b>FORM 4.5.1 to be used as a checklist to ensure reference letter compliance.</b>	Less than Three (3) References  <b>0 points</b>	Minimum Three (3) References  <b>30 points</b>	Maximum Five (5) References  <b>50 points</b>
1.2	<b>Key Personnel (1 x Project Manager) Experience/Professional Registration/Qualification</b>	Disqualification	Minimum Requirements	Maximum Requirements
1.2.1	Proof that the <b>Project Manager</b> has Project management professional services work experience in <b>similar completed projects</b> , implemented in a live and operational environment for the <b>minimum project construction value of R50 million each</b> (inclusive of VAT) <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Four (4) projects  <b>0 points</b>	Minimum Four (4) projects  <b>20 points</b>	Maximum Seven (7) projects  <b>35 points</b>
1.2.2	Proof that the Project Manager Professionally registered with the South African Council for Project and Construction management professions ( <b>SACPCMP</b> )	No submission  <b>0 points</b>	Compulsory Requirement  <b>15 points</b>	
<b>Total</b>			<b>Minimum 65</b>	<b>Maximum 100</b>


**TABLE 2. ARCHITECTS REQUIREMENTS**

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65 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.	<b>Architectural professional services with Built Environment experience</b>  <b>NB: Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.</b>	<b>Disqualification</b>	<b>Minimum Requirements</b>	<b>Maximum Requirements</b>
2.1	<b>Company Experience:</b> Proof that Tenderer has Architectural works service works experience in similar <b>completed</b> projects implemented in a live and operational environment for the project construction value above R50 million (inclusive of Vat) <b>(10 points per reference) FORM 4.5.1 to be used as a checklist to ensure reference letter compliance</b>	Less than Three (3) references  <b>0 points</b>	Minimum Three (3) references  <b>30 points</b>	Maximum Five (5) references  <b>50 points</b>
2.2	<b>Key Personnel (1 x Architect) Experience/Professional/Registration/Qualification</b>	<b>Disqualification</b>	<b>Minimum Requirements</b>	<b>Maximum Requirements</b>
2.2.1	Proof that the Architect has <b>Architectural professional</b> services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Four (4) projects  <b>0 points</b>	Minimum Four (4) projects  <b>20 points</b>	Maximum Seven (7) projects  <b>35 points</b>
2.2.2	Proof that the <b>Architect</b> is Professionally registered with the relevant <b>Architectural Council (SACAP)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>15 points</b>	
	<b>Total</b>		<b>Minimum points 65</b>	<b>Maximum points 100</b>


**TABLE 3. QUANTITY SURVEYORS REQUIREMENTS**

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65 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.	<b>Quantity Surveying Professional services with Built Environment experience</b>  <b>NB: Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.</b>	<b>Disqualification</b>	<b>Minimum Requirements</b>	<b>Maximum Requirements</b>
3.1	Proof that Tenderer has <b>Quantity Surveying professional</b> services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R 50 million each (inclusive of VAT) <b>(10 points per resource) FORM 4.5.1 to be used as a checklist to ensure reference letter compliance</b>	Less than Three (3) references  <b>0 points</b>	Minimum Three (3) references  <b>30 points</b>	Maximum Five (5) references  <b>50 points</b>
3.2	<b>Key Personnel (1 x Quantity Surveyor) Experience/Professional/Registration/Qualification</b>	<b>Disqualification</b>	<b>Minimum Requirements</b>	<b>Maximum Requirements</b>
3.2.1	Proof that the <b>Quantity Surveyor</b> has Quantity Surveying Professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) in Built Environment <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Four (4) projects  <b>0 points</b>	Minimum Four (4) projects  <b>20 points</b>	Maximum Seven (7) projects  <b>35 points</b>
3.2.2	Proof that the <b>Quantity Surveyor</b> is Professionally registered with the South African Council for the Quantity Surveying profession (SACQSP)	No submission  <b>0 points</b>	Compulsory Requirement  <b>15 points</b>	
<b>Total</b>			<b>Minimum Points = 65</b>	<b>Maximum Points = 100</b>




**TABLE 4. ENGINEERS REQUIREMENTS –CIVIL AND STRUCTURAL ENGINEERS**

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65 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.	<b>Civil &amp; Structural Engineering professional services with Built Environment experience</b>  <b>NB: Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.</b>	Disqualification	Minimum Requirements	Maximum Requirements
4.1	Proof that Tenderer has Engineering professional service works experience in similar <b>completed</b> projects implemented in a live and operational environment for the project construction value above R50 million (inclusive of Vat) <b>(10 points per reference) FORM 4.5.1 to be used as a checklist to ensure reference letter compliance.</b>	Less than Three (3) references  <b>0 points</b>	Minimum Three (3) references  <b>30 points</b>	Maximum Five (5) references  <b>50 points</b>
4.2	<b>Key Personnel:</b> <ul style="list-style-type: none"> <li>• 1 x Civil Engineer</li> <li>• 1 x Structural Engineer</li> </ul> <b>Experience/Professional/Registration/Qualification</b>	Disqualification	Minimum Requirements	Maximum Requirements
4.2.1	Proof that the <b>Civil Engineer</b> has Civil Engineering professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) in Built Environment <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Two (2) projects  <b>0 points</b>	Minimum Two (2) projects  <b>10 points</b>	Maximum Three (3) projects  <b>15 points</b>
4.2.2	Proof that the <b>Structural Engineer</b> has Structural Engineering professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) in Built Environment <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Two (2) projects  <b>0 points</b>	Minimum Two (2) projects  <b>10 points</b>	Maximum Four (4) projects  <b>20 points</b>
4.2.3	Proof that the Structural Engineer is Professionally registered with the <b>Engineering Council of South Africa (ECSA)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>8 points</b>	
4.2.4	Proof that the Civil Engineer is Professionally registered with the <b>Engineering Council of South Africa (ECSA)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>7 points</b>	
<b>Total</b>			<b>Minimum Points = 65</b>	<b>Maximum Points = 100</b>


**TABLE 5. ENGINEERS REQUIREMENTS –ELECTRICAL AND ELECTRONIC ENGINEERS**

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65 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.	<b>Electrical And Electronic Engineering professional services with Built Environment experience</b>  <b>NB: Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.</b>	Disqualification	Minimum Requirements	Maximum Requirements
5.1	Proof that Tenderer has Engineering <b>professional</b> services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(10 points per reference) FORM 4.5.1 to be used as a checklist to ensure reference letter compliance.</b>	Less than Three (3) contactable references  <b>0 points</b>	Minimum Three (3) contactable references  <b>30 points</b>	Maximum Five (5) contactable references  <b>50 points</b>
5.2	<b>Key Personnel Experience</b> <ul style="list-style-type: none"> <li>• 1 x Electrical Engineer</li> <li>• 1 x Electronic Engineer</li> </ul> <b>Experience/Professional/Registration/Qualification</b>	Disqualification	Minimum Requirements	Maximum Requirements
5.2.1	Proof that the Electrical Engineer has Electrical Engineering professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(5 points per projects listed).</b> Complete Form: FORM 4.5.2	Less than Two (2) projects  <b>0 points</b>	Minimum Two (2) projects  <b>10 points</b>	Maximum Three (3) projects  <b>15 points</b>
5.2.2	Proof that the Electronic Engineer has Electronic Engineering professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Two (2) projects  <b>0 points</b>	Minimum Two (2) projects  <b>10 points</b>	Maximum Three (3) projects  <b>15 points</b>
5.2.3	Proof that the Electrical Engineer is Professionally registered with the <b>Engineering Council of South Africa (ECSA)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>10 points</b>	
5.2.4	Proof that the Electronic Engineer is Professionally registered with the <b>Engineering Council of South Africa (ECSA)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>10 points</b>	
<b>Total</b>			<b>Minimum points = 65</b>	<b>Maximum points = 100</b>


**TABLE 6. ENGINEERS REQUIREMENTS – MECHANICAL AND FIRE ENGINEERS**

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65 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.	<b>Mechanical and Fire Engineering professional services with Built Environment experience</b>  <b>NB: Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.</b>	Disqualification	Minimum Requirements	Maximum Requirements
6.1	Proof that Tenderer has <b>Engineering professional services work experience</b> in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(10 points per reference) FORM 4.5.1 to be used as a checklist to ensure reference letter compliance.</b>	Less than Three (3) contactable references  <b>0 points</b>	Minimum Three (3) contactable references  <b>30 points</b>	Maximum Five (5) contactable references  <b>50 points</b>
6.2	<b>Key Personnel Experience</b> <ul style="list-style-type: none"> <li>• 1 x Mechanical Engineer</li> <li>• 1 x Fire Engineer</li> </ul> <b>Experience/Professional/Registration/Qualification</b>	Disqualification	Minimum Requirements	Maximum Requirements
6.2.1	Proof that the Mechanical <b>Engineer</b> has Mechanical Engineering professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Two (2) projects  <b>0 points</b>	Minimum Two (2) projects  <b>10 points</b>	Maximum Three (3) projects  <b>15 points</b>
6.2.2	Proof that the Fire <b>Engineer</b> has Fire Engineering professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Two (2) projects  <b>0 points</b>	Minimum Two (2) projects  <b>10 points</b>	Maximum four (4) projects  <b>20 points</b>
6.2.3	Proof that the Mechanical Engineer is Professionally registered with the <b>Engineering Council of South Africa (ECSA)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>8 points</b>	
6.2.4	Proof that the Fire Engineer is Professionally registered with the <b>Engineering Council of South Africa (ECSA)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>7 points</b>	
<b>Total</b>			<b>Minimum Points = 65</b>	<b>Maximum Points = 100</b>


**TABLE 7. OCCUPATIONAL HEALTH AND SAFETY AGENT REQUIREMENTS**

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65 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.	<b>Occupational Health and Safety Professional services with Built Environment experience</b>  <b>NB: Similar projects are those that were implemented in live and operational environments relating to Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs.</b>	<b>Disqualification</b>	<b>Minimum Requirements</b>	<b>Maximum Requirements</b>
7.1	Proof that Tenderer has Occupational Health and Safety <b>professional</b> services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(10 points per reference) FORM 4.5.1 to be used as a checklist to ensure reference letter compliance.</b>	Less than Three (3) contactable references  <b>0 points</b>	Minimum Three (3) contactable references  <b>30 points</b>	Maximum Five (5) contactable references  <b>50 points</b>
7.2	<b>Key Personnel:</b> <b>1 x Occupational Health and Safety Agent Experience/Professional/Registration/Qualification</b>	<b>Disqualification</b>	<b>Minimum Requirements</b>	<b>Maximum Requirements</b>
7.2.1	Proof that the Occupational Health and Safety <b>Agent</b> has Occupational Health and Safety professional services work experience in similar <b>completed</b> projects, implemented in a live and operational environment for the project construction value above R50 million each (inclusive of VAT) <b>(5 points per projects listed)</b> Complete Form: FORM 4.5.2	Less than Four (4) projects  <b>0 points</b>	Minimum Four (4) projects  <b>20 points</b>	Maximum Seven (7) projects  <b>35 points</b>
7.2.2	Proof that the Occupational Health and Safety <b>Agent</b> is Professionally registered with the South African Council for Project and Construction management professions <b>(SACPCMP)</b>	No submission  <b>0 points</b>	Compulsory Requirement  <b>15 points</b>	
<b>Total</b>			<b>Minimum 65</b>	<b>Maximum 100</b>



**3.6 Stage 4 - Price and Preference Evaluation**

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

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmax} \right)$$

Where:

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

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

**Evaluation of Preference**

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

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

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



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

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

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

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

**Criteria for breaking deadlock in scoring:**

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

### 3.7 Stage 5 - Objective Criteria Evaluation

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

#### 3.7.2 Prescribed Objective Criteria for this bid.

The objective criteria chosen and advanced in this RFP is as follows:

- *The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province :*  
**ACSA requires professional services consultants that are based in the Western Cape for this tender.**

WHERE BIDDERS CHOOSE TO SUB-CONTRACT, THE SUB-CONTRACTORS MUST ALSO BE BASED IN THE WESTERN CAPE PROVINCE AND THE RELEVANT PROOF BELOW MUST BE PROVIDED.

#### **Bidder to provide proof of business address. Options of Proof documents**

- LEASE DOCUMENT – a lease that has been in place for at least one (1) year before tender publication date, OR
- MUNICIPAL BILL/RATES ACCOUNT/ETC – Latest three (3) months statements , OR
- If your company operates from a location owned or leased by a third party (i.e., the address proof is not in your company's name), the bidder must provide the following:
  - a) The Confirmation of Entity Business Address Affidavit (Appendix 1) - completed by the owner/renter/lessor of the premises and signed in the presence of a Commissioner of Oaths;

AND

  - b) The lease agreement (must be in place at least one year before tender publication date) or municipal account (Latest three months statements) of the property owner/renter/lessor.

ACSA may verify the address of the bidder as presented.

A bidder who presents falsified information will be liable for disqualification.



## SECTION 4: RETURNABLE DOCUMENTS AND SCHEDULES

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

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

**b) SPECIFIC INFORMATION FOR EACH DISCIPLINE (ORIGINAL AND COPY):**

Each Discipline file to include completed, signed returnable information specific to the discipline being tendered for.

(e.g Functionality Requirements and Returnable documents/schedules, Scope of service, Pricing Instruction and Schedule, Separate Form of Offer for each discipline C1.1 in contract document etc...)

Returnables indicated in blue font (and any other information the bidder deems specific to a discipline) – must be provided in each Discipline file/envelope/pack.

### 4.1 MANDATORY RETURNABLE DOCUMENTS

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

<b>REFER SECTION 3 – EVALUATION CRITERIA FOR DETAILED REQUIREMENTS</b>	<b>Completed and/or Submitted [Yes or No]</b>
a) Attendance to compulsory Briefing Session	<i>Will be verified against the Attendance Register</i>
b) SBD4 : Bidders Disclosure Form.	
c) Complete the Pricing Schedules as provided (refer attached separately for each Discipline)	





<p>d) Form of Offer and Acceptance for Each Discipline (C1.1 in Contract Document)</p> <p>Bidder to print and complete Part C1.1 for each discipline they are bidding for:</p> <ol style="list-style-type: none"> <li>1. Project Management (Lead Consultant)</li> <li>2. Architectural Services</li> <li>3. Quantity Surveying</li> <li>4. Civil &amp; Structural Engineering</li> <li>5. Electrical &amp; Electronic</li> <li>6. Mechanical &amp; Fire Engineers</li> <li>7. Occupational Health and Safety</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> </ol>
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**4.2 FUNCTIONALITY RETURNABLE DOCUMENTS**

<p><b>REFER SECTION 3 - EVALUATION CRITERIA FOR DETAILED REQUIREMENTS</b></p>	<p><b>Completed and/or Submitted [Yes or No]</b></p>
<p>The following information is required for each discipline:</p> <ol style="list-style-type: none"> <li>a) Company / Entity Experience (Trade Reference Letters)</li> <li>b) Key Personnel Experience, Professional Registration and/or Qualification as requested (CVs etc)</li> </ol> <ol style="list-style-type: none"> <li>1. Project Management (Lead Consultant)</li> <li>2. Architectural Services</li> <li>3. Quantity Surveying</li> <li>4. Civil &amp; Structural Engineering</li> <li>5. Electrical &amp; Electronic</li> <li>6. Mechanical &amp; Fire Engineers</li> <li>7. Occupational Health and Safety</li> </ol>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> </ol>



**4.3 PRICE AND PREFERENCE RETURNABLE DOCUMENTS**

<b>4.3.1 PRICING DATA</b> <b>REFER APPENDICES FOR DETAILED REQUIREMENTS</b>	<b>Completed and/or Submitted</b> <b>[Yes or No]</b>
<p>Provide Pricing Data for each Discipline that bidder is tendering for (Refer Appendices):</p> <ul style="list-style-type: none"> <li>a) Pricing Instructions – Sign bottom right hand side</li> <li>b) Pricing Schedules – Complete as required</li> </ul> <ol style="list-style-type: none"> <li>1. Project Management (Lead Consultant)</li> <li>2. Architectural Services</li> <li>3. Quantity Surveying</li> <li>4. Civil &amp; Structural Engineering</li> <li>5. Electrical &amp; Electronic</li> <li>6. Mechanical &amp; Fire Engineers</li> <li>7. Occupational Health and Safety</li> </ol> <p><b>BIDDERS WHO CHOOSE TO SUB-CONSULT, MUST NOT SUB-CONSULT MORE THAN 30% OF THEIR SERVICES IN EACH DISCIPLINE.</b></p>	<ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> <li>5.</li> <li>6.</li> <li>7.</li> </ol>

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



#### 4.4 OBJECTIVE CRITERIA RETURNABLE DOCUMENTS

<b>REFER SECTION 3 – EVALUATION CRITERIA FOR DETAILED REQUIREMENTS</b>	<b>Completed and/or Submitted [Yes or No]</b>
Bidders (and sub-contractors) must be based in the Western Cape Province. Bidder to provide the relevant information as requested on page 23 – under Objective Criteria Evaluation.	

#### 4.5 OTHER RETURNABLE SCHEDULES, DOCUMENTS AND INFORMATION

<b>RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
<b>FORM 4.5.1:</b> Schedule of the Tenderer's Recent Experience related to this Project	
<b>FORM 4.5.2:</b> Summary CV Schedule – Each Discipline	
<b>FORM 4.5.3:</b> Schedule of Proposed Sub-consultants (If Applicable)	
<b>FORM 4.5.4:</b> Sub-consultant's Supporting Documents (If Applicable)	
<b>FORM 4.5.5:</b> Certificate of Authority to Sign Tender	
<b>FORM 4.5.6:</b> Certificate of Authority of Joint Ventures (if applicable)	
<b>FORM 4.5.7:</b> Joint Venture (JV) Agreement (If applicable)	
<b>FORM 4.5.8:</b> Record of Addenda to Tender Documents	
<b>FORM 4.5.9:</b> SBD 4 Bidder's Disclosure Form	
<b>FORM 4.5.10:</b> SBD 6.1 Preference Points Claim Form	
<b>FORM 4.5.11:</b> Confidentiality and Non- Disclosure Agreement	
<b>FORM 4.5.12:</b> Declaration of Interest Form and Politically Exposed Persons	
<b>FORM 4.5.13:</b> Insurance Commitment	
<b>FORM 4.5.14:</b> Protection of Personal Information (POPI)	
<b>FORM 4.5.15:</b> Acceptance of Terms and Conditions of RFP and Bidder's Particulars	
<b>FORM 4.5.16:</b> Company profile, executive summary, and organogram	



<b>FORM 4.5.17:</b> Tax Pin issued by the South African Revenue Services. (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)	
<b>FORM 4.5.18:</b> Certificate of Incorporation CIPC Registration documents, Partnership Agreement, and/or Registered Trust Document	
<b>FORM 4.5.19:</b> Certified Copies of Identity documents of Directors, / Trustees / Members / Shareholders	
<b>FORM 4.5.20:</b> Central Supplier Database Report (CSD) If bidder is a JV, must provide a CSD report for the JV.	
<b>FORM 4.5.21:</b> Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
<b>FORM 4.5.22:</b> Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants.	
<b>FORM 4.5.23:</b> Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
<b>FORM 4.5.24:</b> Environmental Terms and Conditions EMS048	
<b>FORM 4.5.25:</b> OHS Agreement	
<b>FORM 4.5.26:</b> Occupational Health and Safety Questionnaire	
<b>FORM 4.5.27:</b> This tender Document – fully completed and signed.	
<b>FORM 4.5.28:</b> Contract Document (Appendix 2a) – Completed and signed at the bottom right hand side of each page.	

4.6 Validity of submitted information.

Bidders must ensure that any document or information which has been submitted in pursuance to this bid remains valid for the duration of the contract period (in the event where a validity document expires an updated document must be submitted). The duty is on the winning bidder to provide updated information to ACSA immediately after such information has changed.

Signed

Date

Name

Position

Tenderer



**AIRPORTS COMPANY**  
SOUTH AFRICA

**FORM 4.5.1: COMPANY EXPERIENCE (Refer Section 3.5 for more information).**

SCHEDULE OF THE TENDERER'S RECENT EXPERIENCE RELATED TO THIS PROJECT.

**Complete table below and attach relevant reference letters – print and attach for each discipline. Reference Letters will be evaluated.**

**DISCIPLINE:** \_\_\_\_\_

No	Company Name	Contact Name	Contact Telephone number	Description of the services	Project Value In ZAR incl VAT	Contract value of the services rendered (in ZAR)	Contract duration(start date and completion date)	Original or Certified letter of reference attached
1								
2								
3								
4								



AIRPORTS COMPANY  
SOUTH AFRICA

5								
6								
7								
8								

Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria :

**Attach the reference letter which must contain the following:**

- **Company name / client**
- **Should be on a letterhead from the company / client,**
- **Type of Services Provided**
- **Value of Contract,**
- **Duration of Contract,**
- **Contact number,**
- **Email address,**
- **Letter must be dated**
- **It must be signed by authorised official.**

**FAILURE TO SUBMIT A REFERENCE LETTER FOR THE WORK CARRIED OUT WILL RESULT IN A SCORE OF ZERO BEING ALLOCATED.**



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

**Summary CV Schedule – print and complete for Each Discipline.**

**Complete table below and attach relevant detailed CVs, professional registration, qualifications etc.**

**DISCIPLINE:** \_\_\_\_\_

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



Qualifications: <b><i>(List and attach copy of degrees, diplomas, Masters and Doctorate)</i></b>		
Professional registration number <b><i>(Attach Copy of registration certificate)</i></b>		
Overview of post graduate working experience <i>(year, organisation and position)</i>		
<b>Outline recently completed projects of similar nature (Airport terminals, shopping malls, Office parks, Hospitals, Major transport hubs), implemented in live and operational environment:</b>		
Project Name	Project Value (Min R50m) <b><i>(Note: value refers to total value of project NOT value of fees)</i></b>	Duration of project <i>(Start and End Dates)</i>






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

Signed ..... Date \_\_\_\_\_

Name ..... Position \_\_\_\_\_

Tender .....



**4.5.3 SCHEDULE OF PROPOSED SUB-CONSULTANTS (IF APPLICABLE)**

DISCIPLINE: \_\_\_\_\_

**PROPOSED SUB-CONSULTANTS (IF APPLICABLE)**

<p>We notify you that it is our intention to employ the following Sub-Consultant/s for work in this contract.</p> <p>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.</p>			
	<b>Name and address of proposed Sub-consultant</b>	<b>Nature and extent of work</b>	<b>% of work to be submitted (not more than 30%)</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			



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

.

DISCIPLINE: \_\_\_\_\_

#### List supporting documents required for subcontractor:

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



**FORM 4.5.5: CERTIFICATE OF AUTHORITY TO SIGN TENDER**

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

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



**FORM 4.5.6: CERTIFICATE OF AUTHORITY OF JOINT VENTURES (WHERE APPLICABLE)**

This Returnable Schedule is to be completed by joint ventures.

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

**Please attach JV agreement stipulation % share of each JV**

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

Signed

Date

Name

Position

Tenderer



**FORM 4.5.7: JOINT VENTURE (JV) AGREEMENT (IF APPLICABLE)**

Bidder to attach duly signed JV agreement between the parties.

Signed ..... Date \_\_\_\_\_

Name ..... Position \_\_\_\_\_

*Tender* .....



**Form 4.5.8 RECORD OF ADDENDA TO TENDER DOCUMENTS**

**RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer/Bidder			



**Form 4.5.9: BIDDER'S DISCLOSURE**

**SBD 4**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

---





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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

<sup>2</sup> 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.



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


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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

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



**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below. The 80/20 preference point system is applicable for this tender.**

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

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



**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3 Name of company/firm.....

4.4 Company registration number: .....

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



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

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....



**AIRPORTS COMPANY**  
SOUTH AFRICA

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

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**(“Airports Company”)**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

**(“\_\_\_\_\_”)**

of

[Service Providers Address]





## 1. **INTERPRETATION**

In this agreement -

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



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

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

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

## 2. **INTRODUCTION**

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

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

### **3 USE OF CONFIDENTIAL INFORMATION**

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

### **4 NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that –

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

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

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

4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the



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

## 5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
  - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
  - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

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

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to [brandcustodian@airports.co.za](mailto:brandcustodian@airports.co.za). Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

**7. DURATION**

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

**8. TITLE**

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

**9. RELATIONSHIP BETWEEN THE PARTIES**

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

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

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



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

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

## 11. **DOMICILIUM**

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

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

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

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

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

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

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

## 12. **GENERAL**

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

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



**AIRPORTS COMPANY**  
SOUTH AFRICA

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

**SIGNED at** \_\_\_\_\_ **on** \_\_\_\_\_ **day of** \_\_\_\_\_ **202**\_\_\_\_\_

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_



SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

\_\_\_\_\_

**[NAME OF SERVICE PROVIDER]**

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_





**FORM 4.5.12: DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM**

**Making a Declaration**

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

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

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

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

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

Full name of the bidder or representative of the bidding entity

---

Identity Number

---

Position held in the bidding entity

---

Registration number of the bidding entity

---

Tax Reference number of the bidding entity

---

VAT Registration number of the bidding entity

---



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

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

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**PEP/DPIP Declaration**

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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



**Declaration:**

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

\_\_\_\_\_  
Signature Date

\_\_\_\_\_

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder



**FORM 4.5.13: INSURANCE COMMITMENT**

Bidder Acknowledgement

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

Signed		Date	
Name		Position	
Tenderer			

**Form 4.5.14: PROTECT OF PERSONAL INFORMATION ACT (POPIA)****POPIA****CONFIDENTIALITY AND DATA PROTECTION**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**AIRPORTS COMPANY**  
SOUTH AFRICA

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

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

**SIGNATURES:**

**FOR AIRPORTS COMPANY SOUTH AFRICA**

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

\_\_\_\_\_

**FOR SERVICE PROVIDER**

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

\_\_\_\_\_



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

TO: Airports Company South Africa SOC Limited (ACSA)

Bid/Proposal Ref No: RA7419/2024/RFP

**1. Bidder's Name and Contract Details**

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

**2. Proposal Certification**

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

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





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

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

For and behalf of:

Bidding entity name:	
Capacity:	



**FORM 4.5.16: COMPANY PROFILE, EXECUTIVE SUMMARY, AND ORGANOGRAM**

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

*Attach Here*

Signed ..... Date \_\_\_\_\_

Name ..... Position \_\_\_\_\_

*Tender* .....



**FORM 4.5.17: TAX PIN NUMBER**

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

*Attach Here*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tender \_\_\_\_\_



**FORM 4.5.18: CERTIFICATE OF INCORPORATION**

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

*Attach Here*

Signed ..... Date \_\_\_\_\_

Name ..... Position \_\_\_\_\_

*Tender* .....



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

*Attach Here*

Signed ..... Date \_\_\_\_\_

Name ..... Position \_\_\_\_\_

*Tender* .....



**FORM 4.5.20: CENTRAL SUPPLIER DATABASE REPORT (CSD)**

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

*Attach Here*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Tender* \_\_\_\_\_



**FORM 4.5.21 BANK LETTER**

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

*Attach Here*



**FORM 4.5.22: LETTER OF SOLVENCY**

Bidder to provide a Letter of Solvency from auditors or accountants

*Attach Here*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Tender* \_\_\_\_\_





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

*Attach Here*

Signed ..... Date \_\_\_\_\_

Name ..... Position \_\_\_\_\_

*Tender* .....



**FORM 4.5.24: ACSA Service & Maintenance Contractors**

**Environmental Terms and Conditions to Commence Work - EMS 048**

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>• Washing, maintenance and refueling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</li> <li>• The Contractor shall comply with the applicable regulations with regard to noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment at all times in their work area.</li> <li>• Contractors must keep on file:                         <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>



<p><b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b></p>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labeled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</li> </ul>
<p><b>Water and Energy Consumption</b></p>	<p>ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.</p>
<p><b>Training &amp; Awareness</b></p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

**Penalties**

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

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

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

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: \_\_\_\_\_ (airport name).



**FORM 4.5.25 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organization:</b> <b>AIRPORTS COMPANY SOUTH AFRICA</b>
<b>Physical Address:</b> <b>GEORGE AIRPORT</b> <b>George</b> <b>6530</b>

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b>
<b>Physical Address:</b>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**



**MANDATORY'S MAIN SCOPE OF WORK**

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**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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



<b>THE UNDERTAKING</b>
------------------------

The Mandatary undertakes to comply with:

## INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
  - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
  - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
--

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.



**AIRPORTS COMPANY**  
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5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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



**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**




**Form 4.5.26 OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE**

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> <li>Periodical work area inspection</li> </ul>		
	<ul style="list-style-type: none"> <li>Regular Health and Safety meetings with personnel</li> </ul>		
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"> <li>When joining the company</li> </ul>		
	<ul style="list-style-type: none"> <li>When changing jobs within the company</li> </ul>		
	<ul style="list-style-type: none"> <li>When new plant or equipment needs to be operated</li> </ul>		
	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		



			SOUTH AFRICA	
2.2	What formal SHE training is provided specifically to			
	<ul style="list-style-type: none"> <li>• First line supervisors</li> </ul>			
	Middle and top management			
	Please describe			
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?			
	When is this done and how is it achieved?			
2.4	Does this training include the selection, use and care of personal protective equipment?			
2.5	What refresher training is provided and at what intervals?			
	Please list examples			
	Course Title	Target audience	Interval	
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?			
	Please list most recent courses			
	Does this include refresher training?			
<b>3.</b>	<b>PURCHASE OF GOODS, MATERIALS AND SERVICES</b>		<b>YES</b>	<b>NO</b>
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?			



		SOUTH AFRICA	
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?		
3.5	Do you evaluate the SHE competence of all sub-contractors?		
	Please describe how this is achieved and how the results are monitored		
<b>4.</b>	<b>SHE INSPECTIONS</b>	<b>YES</b>	<b>NO</b>
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		
<b>5.</b>	<b>RULES AND REGULATIONS</b>	<b>YES</b>	<b>NO</b>
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover		
	<ul style="list-style-type: none"> <li>• General rules</li> </ul>		
	<ul style="list-style-type: none"> <li>• Project rules</li> </ul>		
	<ul style="list-style-type: none"> <li>• Specific task rules</li> </ul>		
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?		



<b>6</b>	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>				
6.1	Have the following, involved in the execution of your work, been identified?						
	<ul style="list-style-type: none"> <li>• Hazards affecting health and safety?</li> </ul>						
	<ul style="list-style-type: none"> <li>• The groups of people who might be affected?</li> </ul>						
	<ul style="list-style-type: none"> <li>• An evaluation of the risk from each significant hazard?</li> </ul>						
	<ul style="list-style-type: none"> <li>• Whether the risks arising are adequately controlled?</li> </ul>						
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" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Process/Risk</td> <td style="width: 50%; padding: 5px;">Type of PPE</td> </tr> <tr> <td style="height: 40px;"></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?						
<b>7</b>	<b>EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>				
7.1	How do you manage your arrangements for dealing with emergencies?						
	Are these communicated to your sub-contractors?						
7.2	What provision have you made for first aid? E.g. Trained First Aiders						
7.3	What training do you provide to employees in Safety/Fire Fighting?						
	Please list institutions used for these training						
<b>8</b>	<b>RECRUITMENT OF PERSONNEL</b>	<b>YES</b>	<b>NO</b>				
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				
<b>9.</b>	<b>REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS</b>	<b>YES</b>	<b>NO</b>		
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				
		<b>YEAR1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>
		<b>YEAR 5</b>			
	Lost time accidents per 100 employees				
	Major/ Reportable injuries per 100 employees				
	Number of dangerous occurrences				
	Lost man day due to accidents				
<b>10</b>	<b>HEALTH AND SAFETY COMMUNICATION AND CONSULTATION</b>	<b>YES</b>	<b>NO</b>		
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?				
10.2	Are the results of these meetings communicated to all employees?				
	If Yes please describe method				



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

**Declaration**

I/we .....declare that the above information provided is correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			



**FORM 4.5.27: THIS TENDER DOCUMENT**

**Fully Completed and Signed**

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



**FORM 4.5.28: CONTRACT DOCUMENT**

Document provided separately – Refer Appendix 2a.

Bidders are to complete, sign and return.

Signature at the bottom right hand side of each page.

*Attach Here*