



Tender Reference: KSIA 6881/2022/RFP

**REQUEST FOR PROPOSALS FOR THE
APPOINTMENT OF MULTI DISCIPLINARY
PROFESSIONAL ENGINEERING CONSULTANTS
FOR THE COMPLETION OF THE BRAVO TAXIWAY
AND REMOTE APRON STANDS PROJECT AT KING
SHAKA INTERNATIONAL AIRPORT
(KSIA6881/2022/RFP)**

June 2022



TENDERER'S DETAILS

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

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa invites suitably qualified service providers to bid for Proposals For The Appointment Of Multi-Disciplinary Professional Engineering Consultants For The Completion Of The Bravo Taxiway And Remote Apron Stands Project At King Shaka International Airport (KSIA6881/2022/RFP)

Tender Number: : KSIA6881/2022/RFP

Issue Date : 15 June 2022

Closing Date : 18 July 2022 @ 11:00 AM

Non - Compulsory Briefing
Session Date / Time : 22 June 2022 @ 11:00 AM

Contents	
Number	Heading
The Tender	
Section 1	Instructions to Bidder
Section 2	Prequalification Criteria
Section 3	Background, Purpose, Scope of Works and Minimum Requirements
Section 4	Preference Points and Price
Section 5	Evaluation Criteria
Section 6	Returnable Documents
Section 7	Declarations
Section 8	Briefing Session Form
Section 9	Declaration of Forbidden Practices
Section 10	Bidders must accept the ACSA Terms and Conditions
Section 11	Terms and Conditions of RFP
	Appendix A – T
The Contract NEC3 Professional Services Contract (PSC)	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data (by Employer and Consultant)
C1.3	Occupational Health and Safety Agreement
C1.4	ACSA Insurance Requirements
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Pricing Data
Part C3: Scope of Work	
C3.1	Description of Services
Part C4: Site information	
C4.1	Site Information

SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available on the National Treasury e-tender portal, the National Treasury www.etenders.gov.za. Kindly print and complete.

1.2. Submission of bid documents

Tenderers must hand deliver bid documents and clearly stipulate, the full description of the tender, the tender number and state when the bid will close.

The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before **18TH JULY 2022 @ 11:00 AM** using the following method(s):

1.2.1. Hand delivery:

The bid document must be delivered to the tender box located at the address below and must be addressed as follows:

CONTRACT NO: KSIA:6881/2022/RFP

REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF MULTI
DISCIPLINARY PROFESSIONAL ENGINEERING CONSULTANTS FOR THE
COMPLETION OF THE BRAVO TAXIWAY AND REMOTE APRON STANDS
PROJECT AT KING SHAKA INTERNATIONAL AIRPORT (KSIA6881/2022/RFP)

Reception

Multi-Storey Office Building

King Shaka Dr, La Mercy, 4407

King Shaka International Airport

1.2.2. Email submissions:

Email submissions **will not** be accepted.

1.2.3. Proposals must be in duplicate (an original and a printed copy of the original). The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence

1.3. Alternative Bids

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

1.4. Late Bids

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

1.5. Clarification and Communication

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

Name: Lesego Pitse

Designation: Senior Buyer

Email: Lesego.Pitse@airports.co.za

1.5.1. Request for clarity or information on the tender may only be requested until **11TH JULY 2022 at 16:00 PM**. 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 invitation.

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

1.6. Non-Compulsory Briefing

A non-compulsory virtual clarification meeting with representatives of the Employer will take place via **Microsoft Teams on the 22nd JUNE 2022 starting a 11:00 AM**.

Non- Compulsory Briefing Session Locations (Potential bidders are invited to attend the briefing session set on the date below)		
Location <i>Virtual: Microsoft Teams</i>	Briefing session date and time	
Only companies that have registered through the following email address will be sent a meeting link: Lesego.Pitse@airports.co.za	22 June 2022	11:00am - 13:00 pm

1.7. Bid Responses

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

1.8. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this tender;
- 1.8.2. Split the award of this tender;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- 1.8.5. To reject the lowest acceptable tender received; and/or
- 1.8.6. Cancel this tender.

1.9. Validity Period

- 1.9.1. ACSA requires a validity period of **120 days from closing date** for this tender.
- 1.9.2. During the validity, period the prices which have been quoted by the bidder must remain firm and valid.

1.10. Confidentiality of Information

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

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

1.11. 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

Free Fax: 0800 00 77 88

Email: acsa@tip-offs.com

SECTION 2: PRE-QUALIFICATION CRITERIA AND MANDATORY REQUIREMENTS

2.1 Pre-qualification Criteria:

2.1.1 In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups. The prequalification is in line with the PPPFA Regulation as well as Transformation Approach that has been adopted by ACSA.

2.1.2 Accordingly, only the bidders with a B-BBEE status level **2 or 1** will be considered. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.

2.1.3 A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified.

2.2 Mandatory Administrative Requirements

Only bidders meeting the following criteria will be considered:

2.2.1 Tenderer must sign and complete Form of Offer (C1.1)

SECTION 3: BACKGROUND, OBJECTIVES AND SCOPE OF WORK

3.1 Introduction

Since inception, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BFN), Upington (UTN), Port Elizabeth (PLZ), East London Airport (ELS), George Airport (GRJ), Kimberley Airport (KIM) and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

3.2 Background

The purpose of the Bravo Taxiway and Apron Extension project was to extend Taxiway Bravo to eliminate hotspots at intersections Alpha, November, and Golf Taxiways. This also included the elimination of the oblique holding position at RET Hotel.

The intention of the project was to also build two new code F apron stands to increase parking capacity at the Airport. The increased parking is required to meet the airport's growth expectations as well as increased demand during diversions.

The Bravo Taxiway Extension and Apron project went into construction on 31 July 2018. Following contractual matters that could not be resolved between the employer and contractor construction works were terminated on 27 May 2021. The contractor left the site with incomplete works. The consulting engineers that were involved in the same project also terminated their contract in October 2021. The Matter with the contractor is still subject to an adjudication process and its conclusion is expected around 29 October 2022.

3.3 Employers objectives

The employers' objective is to ensure that the site that was left by the previous contractor is safe and functional. By attending to the following works amongst other items:

- (i) Completion of Bravo Taxiways – Complete the taxiway that has been constructed by the outgoing contractor for trafficking. This includes installation of Taxiway lights, paint marking and provision of adequate drainage.
- (ii) Correct slopes around the Bravo taxiways that has been caused by the halted construction.
- (iii) Assessment and storage of fuel lines/pipes.
- (iv) Complete stormwater to Delta Apron, this will ensure newly installed manholes are functioning. Eliminate standing/ponding water close to the manoeuvring area.
- (v) Works affected are fuel lines and pumps, electrical, pavements, aprons and stormwater drainage.

3.4 Scope of work

The appointed Professional Engineering consultant shall be responsible for the assessment of work done, quantification of remaining work and prioritization of critical works that need to be completed in the immediate term.

The multi-disciplinary team to be appointed as part of this tender will be comprised of the following:

- (i) Civil Engineer (Project Lead)
- (ii) Mechanical Engineer
- (iii) Electrical Engineer
- (iv) Aviation transport Engineer (Requirements are stated in appendix Q of this document)
- (v) Resident Engineer (Requirements are stated in appendix Q of this document)

The consultant shall carry out the duties in line with the ECSA guidelines. Services required under this contract in addition to the ECSA guidelines, are summarized as follows:

3.4.1 Stage 3 – Design Development:

- 3.4.1.1 Assessment of construction works completed to date, this includes (but not limited to) performing FWD, DCP's, slope and drainage audits on works completed to establish the quality of work done.

3.4.1.2 Assess damage caused by weathering on temporary and permanent works abandoned by the outgoing contractor.

3.4.1.3 Review the original needs assessment and assist the client in prioritizing immediate work that needs to take place.

3.4.1.4 Review designs from previous consultant and update where required.

3.4.1.5 Engage with the end user to establish a feasible solution.

3.4.2 **Stage 4** – Procurement and documentation:

3.4.2.1 Prepare detailed procurement documentation, contract documentation, bill of quantities and outline transformation objectives for the procurement of suitable contractors.

3.4.2.2 Assist the client in financial audit of the bids. Market analysis of the bids.

3.4.2.3 Prepare detailed pre-construction documents such as Notification of Works, Construction sequencing diagrams, Security Permit Applications and other activities necessary to gain approvals from primary stakeholders at the airport prior to commencement of works on site.

3.4.3 **Stage 5** – Construction Supervision and administration

3.4.3.1 Appoint a full-time resident engineer to supervise works onsite.

3.4.3.2 Assist and support the quantity surveyor in payments certification.

3.4.3.3 Manage construction activities with the airport operations with the aim of ensuring that construction works have a very minimal negative impact to airport airside operations and airside safety.

3.4.3.4 Provide progress reports to the client.

3.4.3.5 Assist with monitoring and measurement of the contractor's performance against transformation objectives

3.4.4 **Stage 6** – Project close out: Prepare a project close out report.

SECTION 4: PREFERENCE POINTS AND PRICE

4.1. Preference Points Claims

4.1.1 In terms of the PPPFA and its regulations only a maximum of 20 or 10 points may be awarded for preference. The preferential point systems are as follows:

4.1.1.1 The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

4.1.1.2 The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

4.1.2. 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.

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

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

4.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

4.3. Definitions

4.3.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

4.3.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 4.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 4.3.6. **“Designated Group”** means:
 - 5.3.6.1 Black Designated Groups;
 - 5.3.6.2 Black People;
 - 5.3.6.3 Women;
 - 5.3.6.4 People with disabilities; or
 - 5.3.6.5 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 4.3.7. **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 4.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 4.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 4.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 4.3.12. **“Person”** includes a juristic person;
- 4.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 4.3.14. **“Price”** means price including all applicable taxes and all unconditional discounts;
- 4.3.15. **“QSE”** means a qualifying small business enterprises in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

- 4.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 4.3.17. **“Rural Area”** means:
- 5.3.1.1 a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
 - 5.3.1.2 an area including a large settlement which depends a on migratory labour and remittances and govern social grants for survival, and may have a traditional land tenure system;
- 4.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 4.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 4.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 4.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 4.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

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

4.4. Adjudication Using A Point System

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

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

4.5. Award of Business where Bidders have Scored Equal Points Overall

4.5.1. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.

4.5.2. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.

4.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6. Points Awarded for Price

The 80/20 or 90/10 Preference Point Systems

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4.6.1. Points Awarded for B-BBEE Status Level of Contribution

4.6.1.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
---	--	--

1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.
- 4.6.1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 4.6.1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.6.1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6.1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.6.1.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-consultant is an EME that has the capability and ability to execute the sub-contract.
- 4.6.1.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7. Bid Declaration

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

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 4.2.1)

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

(Points claimed in respect of paragraph 5.7.1 must be in accordance with the table reflected in paragraph 4.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

4.8. Sub-Consulting

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

4.8.2. If yes, indicate:

4.8.2.1. The sub-contracted percentage is: _____%

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

4.8.2.2.1. black ownerships is: _____

4.8.2.2.2. black youth ownership is: _____

4.8.2.2.3. black women ownership is: _____

4.8.2.2.4. black people with disabilities ownerships is: _____;

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

4.8.2.2.6. black ownership of the co-operative is: _____

4.8.2.2.7. black people who are military veteran ownership is: _____

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

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

4.9. Declaration with Regard to the Bidder

- 4.9.1. Name of bidding entity _____
- 4.9.2. VAT Registration _____
- 4.9.4. Company registration _____
- 4.9.5. Type of company / firm: _____

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

4.10. Describe principal business activities

4.11. Company Classification

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transportation, *etcetera*.
- [TICK APPLICABLE BOX]

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

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

- 4.13.1. The information furnished is true and correct;
- 4.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section;

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

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

4.13.4.1. Disqualify the person from the bidding process;

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

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

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

4.13.4.5. Forward the matter for criminal prosecution.

Witnesses:

1. _____

_____ Signature(s) of bidder(s)

2. _____

Date : _____

Address: _____

SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria

5.1.1 ACSA will use pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria, Mandatory requirements, functionality, 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 tender process. Bidders who fail to meet the requirements at any evaluation stage will not proceed to the next stage

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Check if bidders meet the pre-qualifying criteria	Check if bidders meet the Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference (B-BBEE)	Post tender negotiations

5.3 Pre-qualification

Bidders must submit the requisite documentation to prove that they meet the pre-qualifying criteria.

5.4 Mandatory Requirements

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

- a) Completed and Signed Form of Offer (C1.1);

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.

5.5 Functionality

	Minimum Points	Maximum Points
Tendering organization years of experience	30	40
Project Manager and Civil Engineer experience and qualifications	15	20
Mechanical Engineer experience and qualifications	15	20
Electrical Engineer experience and qualifications	15	20
Total Points	75	100

5.5.1 Evaluation

This will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below.

5.5.2 Threshold

The functional evaluation will be based on a threshold, where bidders **which fail to achieve a minimum on each functional criterion will not be considered further in the evaluation.** The criteria of the evaluation are expressed in the table below.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total points allocated shall be 100. Tenderer must score a **minimum score per each sub criteria and an overall minimum threshold of 75 points out of 100** is required to be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80/20).

Functionality Evaluation: Minimum points required 75 points

Note: The minimum score shall be attained under each of the subcategories below in order to proceed to the next round of evaluations

1. Tendering Organisation: List of completed relevant projects

Criteria	Points	Minimum/ Maximum
< 5 Projects	0 Points	N/A
5-8 Projects	30 points	Minimum
> 8 Projects	40 points	Maximum

- Refer to Appendix E for the Schedule of Tenderer's Company Experience. The bidding entity must complete in full the schedule and provide completion letters/reference for the listed projects.
- Note: Relevant completed projects refer to Highways, Airports Taxiways and/or Runway construction projects that **each have a value of R60 million and above (Including VAT)**.

2. Key Personnel Experience and Professional Registration

2.1 Civil Engineer

2.1.1 List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.

- Note: Relevant completed projects refer to Highways (P, R, & N Routes), Airports Taxiways and/or Runway construction/rehabilitation projects that **each have a value of R60 million and above (Including VAT)**.
- Refer to Appendix G for the schedule of the Civil Engineer experience. The Bidder must complete the schedule in full.

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 points	N/A
2-3 Projects	5 points	Minimum
> 3 Projects	10 points	Maximum

2.1.2 Professional Registration as Professional Engineer (Pr Eng) or Professional Technologist (Pr Tech). Provide proof of registration.

Criteria	Points	Minimum/ Maximum
No registration	0 points	N/A
Registered with ECSA as Pr Eng or Pr Tech	10 points	Minimum

2.2 Mechanical Engineer (fuel)

2.2.1 List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.

- Note: Relevant completed projects refer to projects involving installation of Fuel systems that **each have a total construction value of R10 million and above (Including VAT)**

- Refer to Appendix G for the schedule of the Civil Engineer experience. The Bidder must complete the schedule in full.

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 points	N/A
2-3 Projects	5 points	Minimum
> 3 Projects	10 points	Maximum

2.2.2 Professional Registration as Professional Engineer (Pr Eng) or Professional Technologist (Pr Tech). Provide proof of registration.

Criteria	Points	Minimum/ Maximum
No registration	0 points	N/A
Registered with ECSA as Pr Eng or Pr Tech	10 points	Minimum

2.3 Electrical Engineer

2.3.1 List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.

- Note: Relevant completed projects refer to construction projects that **each have a total construction value of R10 million and above (Including VAT)**.*
- Refer to Appendix G for the schedule of the Electrical Engineer experience. The Bidder must complete the schedule in full

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 points	N/A
2-3 Projects	5 points	Minimum
> 3 Projects	10 points	Maximum

2.3.2 Professional Registration as Professional Engineer (Pr Eng) or Professional Technologist (Pr Tech). Provide proof of registration.

Criteria	Points	Minimum/ Maximum
No registration	0 points	N/A
Registered with ECSA as Pr Eng or Pr Tech	10 points	Minimum

5.6 Price and B-BBEE

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

Bidders must only price in accordance with Part C2. This will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

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

6.2 Returnable Documents and information

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Priced offer NEC3 PSC Part C2	
Declaration of Interest Form Section 7	
Declaration of Forbidden Practices Section 8	
Bidders must accept the ACSA Terms and Conditions Section 9	
Terms and Conditions of RFP Section 10	
Appendices	
Appendix A Certificate of Authority to Sign Tender	
Appendix B. Certificate of Authority of Joint Ventures (where applicable)	
Appendix C. Record of Addenda to Tender Documents	
Appendix D. Proposed Amendments and Qualifications	
Appendix E: Schedule of the Tenderer's Experience	
Appendix F: Reference letters from Clients	
Appendix G: Experience of Key Personnel	
Appendix H: Proof of Professional Registration	
APPENDIX I: Transformation Framework and Specification forms	
Appendix J: Eligibility for Preference Points (B-BBEE Recognition Level)	
Appendix K: Letter of Good Standing with the Workers Compensation Commissioner	
Appendix L: SARS Tax Clearance Certificate	
Appendix M: B-BBEE Verification Certificate	

Appendix N: Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)	
Appendix O: SBD 8	
Appendix P: SBD 9	
Appendix Q: Certification of Staff Availability	
Appendix R: Insurance	
Appendix S: SBD 6.1	
Annexure T: SBD 6.2	

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
B-BBEE Certificate (certified copy or original) from accredited provider Appendix Q	
Tax Clearance Certificate (ACSA may not award a tender to a bidder whose tax affairs have not been declared to be in orders by SARS) Appendix P	

- 6.4 Validity of submitted information

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

SECTION 7: DECLARATION FORM

7.1 Making a Declaration

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

7.2 All bidders must complete the declaration of interest form below:

Full name of the bidder or representative of the bidding entity _____

Identity Number _____

Position held in the bidding entity _____

Registration number of the bidding entity _____

Tax Reference number of the bidding entity _____

VAT Registration number of the bidding entity _____

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

7.4 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)
herby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder

SECTION 8: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on _____ of _____ 201_____

Name: _____
 Designation: _____
 Signature: _____

SECTION 9: TERMS AND CONDITIONS OF RFP

9.1 Conditions of the request for proposal

- 9.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the **Services in South Africa**.
- 9.1.2 Any bids received after the tender closing date and time **Monday the 18th of July 2022 at 11:00am** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 9.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 9.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 9.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 9.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
- a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
 - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 9.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 9.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA)

as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.

- 9.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 9.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 9.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 9.1.12 The tender must be executed in the name of the business actually proposing to perform the Services if awarded the contract. The tender must be signed by an authorised representative of the bidder.
- 9.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture must complete and sign the tender. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign the tender on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

9.2 Binding Arbitration Provision

9.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
- Concerning any aspect of the RFP process to anything done or decided there under: or
- Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.

9.2.2 Such arbitration shall be by a single arbitrator who shall be –

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.

9.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.

9.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.

9.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.

9.2.6 The arbitration shall be held in Johannesburg in the English language.

9.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.

9.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

9.3 RFP Acceptance

9.3.1 ACSA reserves the right to reject: -

- a. Incomplete bids;

- b. Late bids;
- c. Conditional bids; and

- 9.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 9.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 9.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 9.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 9.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 9.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.

SECTION 10: ACSA TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: KSIA 6881/2022/RFP

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the Provision of Professional Engineering Services for the completion of the bravo taxiway and Remote apron stands project at King Shaka International Airport.

- 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 Tender Board's decision is final and binding.

- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after hundred and twenty (120) calendar days calculated from the closing date for Proposal submission.
- We acknowledge that the successful bidder will be excluded from participating in any way or form in the Design and Build consortium/ JV/ company undertaking the completion of the bravo taxiway and Remote Apron Stands project under a separate contract with Airports Company South Africa SOC Ltd.

Thus done and signed at		on this the		day of		2022
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	

RETURNABLE DOCUMENTS

PART T2

Appendix A Certificate of Authority to Sign Tender

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

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

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

Appendix C. Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Tender _____

Appendix D. Proposed Amendments and Qualifications

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer’s attention is drawn to Terms and conditions of RFP Section 9 regarding the Employer’s handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tender

Appendix E: Tendering Organization Experience

Appendix E: Tendering Organization List of Completed relevant Projects

Name of Tendering organization:



AIRPORTS COMPANY
SOUTH AFRICA

No.	Project Name	Project Client	Project Discription	Sart date	End date	project value (inclusive of VAT)	Expected score	Contactable Referee name	Contactable Referee Tel and Email Address

Appendix F: Reference letters from Clients (Duplicate form to suit number of projects)

	Name of Consulting Company: _____ Project Description: _____ Confirmation of project is complete and has a construction value larger than R60 Million	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
The following evaluation is to be completed by the Employer/ Client based on performance and experience of working with the above mentioned consultant. The purpose of the evaluation is to assist with tender adjudication and to gain an understanding of the workmanship and management skills of the consultant. All information contained herein will be used strictly for tender evaluation purposes and will remain confidential.				
How satisfied were you with the project deliverables? (i.e. design documents, status reports, documentation)	Poor	Average	Good	Excellent
Effectiveness in communicating the project requirements and status	Poor	Average	Good	Excellent
Were the consultant's staff skilled and/or knowledgeable in the area of expertise required for the project.	Poor	Average	Good	Excellent
Did the consultant provide a high level of knowledge transfer and value to your organization	Poor	Average	Good	Excellent
Comments:			Company Stamp	
Employer's details:				
Company Name: _____	Client: _____			
Position: _____	Contact Number: _____			
Signature: _____				

Signed

Date

.....

Name

Position

.....

Tenderer

.....

Appendix G: Schedule of the Civil Engineer Experience

Appendix G: Schedule of the Civil Engineer Experience

Name of Tendering organization:

Professional Civil Engineer: Name and Surname of Engineer:

Professional Civil Engineer: ECSA Professional Engineer/Technologist Registration Number:



AIRPORTS COMPANY
SOUTH AFRICA

No.	Project Name	Project Client	Project Discription	Sart date	End date	project value (inclusive of VAT)	Expected score	Contactable Referee name	Contactable Referee Tel and Email Address

Appendix G: Schedule of Mechanical Engineer Experience

Appendix G: Schedule of Mechanical Engineer Experience

Name of Tendering organization:

Professional Mechanical Engineer: Name and Surname of Engineer:

Professional Mechanical Engineer: ECSA Professional Engineer/Technologist Registration Number:



AIRPORTS COMPANY
SOUTH AFRICA

No.	Project Name	Project Client	Project Discription	Sart date	End date	project value (inclusive of VAT)	Expected score	Contactable Referee name	Contactable Referee Tel and Email Address

Appendix G: Schedule of Electrical Engineer Experience

Appendix G: Schedule of Electrical Engineer Experience

Name of Tendering organization:

Professional Electrical Engineer: Name and Surname of Engineer:

Professional Electrical Engineer: ECSA Professional Engineer/Technologist Registration Number:



AIRPORTS COMPANY
SOUTH AFRICA

No.	Project Name	Project Client	Project Discription	Sart date	End date	project value (inclusive of VAT)	Expected score	Contactable Referee name	Contactable Referee Tel and Email Address

Appendix H: Proof of Professional Registrations for the Civil Engineer, Mechanical Engineer and Electrical Engineer

Attach proof of professional registrations with relevant council or registration body.

Signed _____ Date

Name _____ Position

Tender

APPENDIX I: Transformation Framework and Specification forms

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

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

1. Contract Participation Goals (CPG)

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

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

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

- 3.1. Equity (Target 50%): 40% weighting.
- 3.2. Management (Target 50%): 10% weighting
- 3.3. Enterprise and supplier development: 50% weighting
- 3.4. Socio economic development: 2.5% weighting

Refer to C3.4.3 (6) which provides for a calculation table used to calculate the CPG score in Three (3) above.

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer **may** subcontract up to 30% of the contract value to sub-consultant that are black women owned, black youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.
5. In the event that the Contractor/consultant fails to substantiate that any failure to achieve the contract participation goal relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Consultant's control which may be acceptable to the Employer, the Contractor/Consultant shall be liable to pay to the Employer a financial penalty calculated in the following manner:

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

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

No financial award is due for over performance on CPG.

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

6. Acceptance:

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

Signed: Date:

Name: Position:

Tenderer:

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

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

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

1. Valuation of preference points is based on tenderer's B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.

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

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

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

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted. Failure to abide by this requirement will result in such a tenderer scoring zero (0) preference.

Signed		Date	
Name		Position	
Tenderer			

Appendix K: Letter of Good Standing with the Workers Compensation Commissioner

Attach letter of good standing with Workmen’s Compensation in accordance with the *Compensation for Occupational Injuries and Diseases Act, 1993* – COIDA.

Signed		Date	
Name		Position	
Tenderer			

Appendix L: SARS Tax Clearance Certificate

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

Signed		Date	
Name		Position	
Tenderer			

Appendix M: B-BBEE Verification Certificate

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

Signed		Date	
Name		Position	
Tenderer			

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

Attach here

Signed		Date	
Name		Position	
Tenderer			

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. or failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Appendix Q: Certification of Staff Availability

I certify on the behalf of _____
(Print Name of Tender)

Undertake that the same staff as proposed within this tender (including those proposed in the technical evaluation/functionality) will be utilized for this contract. Should the staff become unavailable at the start of or during the contract, for reasons beyond the organisations control, alternative staff (equivalent or better) are to be proposed and approved by the employer. The proposed alternative staff are to be equivalent (with respect to experience and qualifications) to the staff which are proposed for this tender.

(a) Aviation Specialist

The tenderer further commits to appoint an Aviation Transport Specialist to guide the multi-disciplinary team in meeting the requirements of the airside stakeholders. The specialist will be required to provide advisory services to the Engineers and client. The specialist will further attend meetings as defined in part C3 of this document.

The aviation specialist shall possess the following experience:

- Must be a civil, mechanical, or electrical engineer.
- Must be registered with the Engineering Council of South Africa as a Professional Engineering Technologist (Pr Tech) or Professional Engineer (Pr Eng).
- Must have been involved in at least 3 built-environment airport projects.

(b) Resident Engineer

The full-time construction monitoring staff must:

- Maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, provide design/technical clarifications and review completed work prior to covering up, or on completion, as appropriate.
- Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
- Carry out administration of the project as is necessary on behalf of the client.

The proposed resident engineer shall be accepted if she/he meets the following requirements:

- The proposed resident engineer shall be in position of Registration as Professional Engineering Technologist (Pr Tech) or Professional Engineer (Pr ENG) with the Engineering Council of South Africa.
- The proposed resident engineer shall provide a list of a minimum of two (2) projects which are road construction/ road rehabilitation projects for National or Provincial Highways (P, R & N Routes) Roads, and/or Airport taxiways and Runways Projects

Signed _____ Date

Name _____ Position

Tender

Appendix R: Insurance

Tenderers are to provide a minimum Professional Indemnity Insurance of R10 million. Documentation is to be attached in this regard in the relevant returnable document.

Employers Liability Insurance

INSURER:	
POLICY NO:	EXPIRY DATE:
EXTENT OF COVER:	

Enclosed? (Please tick as appropriate)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

Public Liability (Third Party) Insurance

INSURER:	
POLICY NO:	EXPIRY DATE:
EXTENT OF COVER:	

Enclosed? (Please tick as appropriate)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

Professional Indemnity Insurance

INSURER:	
POLICY NO:	EXPIRY DATE:
EXTENT OF COVER:	

Enclosed? (Please tick as appropriate)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

2. Please enclose full details of any claims in excess of R25,000 made against your Firm's insurance policies within the last three years.

Enclosed? (Please tick as appropriate)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>
N/A	<input type="checkbox"/>

Signed

Date

Name

Position

Tender

Appendix S: SBD 6.1

SBD 6.1

**21. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2011**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1 PRICE	.....
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	.....
Total points for Price and B-BBEE must not exceed	100

SBD 6.1

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.2 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- a. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

5. Points awarded for B-BBEE Status Level of Contribution

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

.....

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :.....

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

Y Partnership/Joint Venture / Consortium

Y One person business/sole propriety

Y Close corporation

Y Company

Y (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

9.6 COMPANY CLASSIFICATION

Y Manufacturer

Y Supplier

Y Professional service provider

Y Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from 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

SBD 6.1

WITNESSES:

3.
.....

BIDDER(S)

2.

DATE:.....

SIGNATURE(S) OF

ADDRESS:.....

.....

.....

Annexure S: SBD 6.2

22. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

SBD 6.2

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NUMBER: KSIA 6881/2022/RFP

TITLE OF PROJECT: REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF MULTI DISCIPLINARY PROFESSIONAL ENGINEERING CONSULTANTS FOR THE COMPLETION OF THE BRAVO TAXIWAY AND REMOTE APRON STANDS PROJECT AT KING SHAKA INTERNATIONAL AIRPORT

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Shaka International Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **The REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF MULTI DISCIPLINARY PROFESSIONAL ENGINEERING CONSULTANTS FOR THE COMPLETION OF THE BRAVO TAXIWAY AND REMOTE APRON STANDS PROJECT AT KING SHAKA INTERNATIONAL AIRPORT**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Works

Part C4 Site Information

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for **REQUEST FOR PROPOSALS FOR THE APPOINTMENT OF MULTI DISCIPLINARY PROFESSIONAL ENGINEERING CONSULTANTS FOR THE COMPLETION OF THE BRAVO TAXIWAY AND REMOTE APRON STANDS PROJECT AT KING SHAKA INTERNATIONAL AIRPORT**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **Consultant** under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

.....

..... (in words).

R.....(in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Consultant** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Bidder:

Name & signature of witness (Insert name and address of organisation) Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the **Consultant** the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) _____
 Name(s) _____
 Capacity _____

**for the
 Employer**

Name & signature of witness	<i>(Insert name and address of organisation)</i>	Date
-----------------------------------	--	------

Schedule of Deviations

- 1 Subject
- Details
-
-
-
- 2 Subject
- Details
-
-
-
- 3 Subject
- Details
-
-
-

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

	<u>For the Employer</u>	<u>For the Bidder</u>
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
Name and Address	Airports Company South Africa SOC Limited King Shaka International Airport King Shaka Dr, La Mercy, 4407	.....
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date	.....	.....

C1.2 Contract Data – Part 1

The Conditions of Contract are selected from the NEC3 Professional Services Contract (Third edition of June 2005 with amendments June 2006 published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	Payment mechanism	P: Percentage based contract (According to the Government Gazetted Engineering Council of South Africa applicable fee scales)
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options of the NEC3 Professional Services Contract (June 2005)	X1: Price adjustment for inflation (applicable to site staff only)
		X2: Changes in the law
		X9: Transfer of rights
		X10: The Employer's Agent
		X18: Limitation of liability
		Z: Additional conditions of contract
10.1	The <i>Employer</i> is (Name): Address Tel No. Fax No.	Airports Company South Africa Limited King Shaka International Airport King Shaka Dr La Mercy 4407 032 436 6758
11.2(9)	The <i>services</i> are	Professional Multi-Disciplinary Engineering Services

11.2(10)	The following matters will be included in the Risk Register	Availability of Costing information Access to Site Deviations from Programme & cash flow Quality and correctness of cost estimates Occupational Health & Safety
11.2(11)	The Scope is in	Part C3 – The Scope of the Works and reference to be made to Clause Z(C) of the Contract Data.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 days
13.6	The <i>period for retention</i> is	1 year upon the Completion of the project

2 The Parties' main responsibilities

25.2	The <i>Employer</i> provides access to the following persons, places and things	<table border="1"> <thead> <tr> <th></th> <th>access to</th> <th>access date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>All As-built Information & existing services</td> <td>Upon award of the project(s)</td> </tr> <tr> <td>2</td> <td>All relevant areas in the Airport</td> <td>Upon award of the project(s)</td> </tr> <tr> <td>3</td> <td>Traffic forecast data if available</td> <td>Upon award of the project(s)</td> </tr> </tbody> </table>		access to	access date	1	All As-built Information & existing services	Upon award of the project(s)	2	All relevant areas in the Airport	Upon award of the project(s)	3	Traffic forecast data if available	Upon award of the project(s)
	access to	access date												
1	All As-built Information & existing services	Upon award of the project(s)												
2	All relevant areas in the Airport	Upon award of the project(s)												
3	Traffic forecast data if available	Upon award of the project(s)												

3 Time

31.2	The <i>starting date</i> is.	The date of the employer signing the form of offer and acceptance.												
11.2(3)	The <i>completion date</i> for the whole of the services is.	At the end of the defects liability period.												
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th></th> <th>Condition to be met</th> <th>key date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>N/A</td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>		Condition to be met	key date	1	N/A		2			3		
	Condition to be met	key date												
1	N/A													
2														
3														
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	Within 2 weeks of the Contract Date												
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks.												

4 Quality

40.2	The quality policy statement and quality plan are provided within	4 weeks of the Contract Date.
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42.2	The <i>defects date</i> is	52 weeks after Completion of the project	
5	Payment		
50.1	The <i>assessment interval</i>	Invoice submission: 25th day of each successive month.	
51.1	The period within which payments are made is	30 days	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	1% per annum above the prime rate of the South African Reserve Bank	
6	Compensation events	No data required for this section of the conditions of contract.	
7	Rights to material	No data required for this section of the conditions of contract.	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Refer to C1.4	Minimum of 4 years
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	Refer to C1.4	Minimum of 4 years
	death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As prescribed by the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and in respect of any liability for persons falling outside the scope of the Act a limit of indemnity of not less than R1 million in respect of each claim, without limit to the number of claims	3 years

81.1	In addition to the insurances stated in the Insurance Table, the <i>Consultant</i> provides the following additional insurances	Refer to C1.4
81.1	The Employer provides the following insurances	Refer to C1.4
82.1	The <i>Consultant's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	R0
9	Termination	No data required for this section of the conditions of contract.
10	Data for main Option clause	
P	Percentage based Contract The <i>percentage rates for remuneration calculation</i> is in	ECSA guidelines
21.4	The <i>Consultant</i> prepares forecasts of the total Time Charge and <i>expenses</i> at intervals no longer than	4 weeks.
50.4	The <i>exchange rates</i> are those published in	N/A
11	Data for Option W1	
	<ul style="list-style-type: none"> The Adjudicator is 	The person selected by the Parties or if agreement is not reached between them within 1 week of the one Party requesting the other to select the Adjudicator
	<ul style="list-style-type: none"> The adjudicating nominating body is 	the person appointed by the Chairman for the time being of the Association of Arbitrators (Southern Africa) or its successor body Gauteng South Africa

W1.4(2)	The tribunal is	Arbitration
W1.4(5)	<i>The arbitration procedure is</i>	The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the arbitration procedure does not state who selects an arbitrator, is 	Chairman for the time being of the Association of Arbitrators or its successor body
12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	<i>The law of the project is</i>	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
X9	Transfer of rights	
X9.1	The <i>Employer</i> owns the <i>Consultant's</i> rights over the material prepared for this contract by the <i>Consultant</i> except as stated otherwise in the scope. The <i>Consultant</i> obtains other rights for the <i>Employer</i> as stated in the Scope and obtains from SubConsultant equivalent rights for the <i>Employer</i> over the material prepared by the SubConsultant. The <i>Consultant</i> provides the <i>Employer</i> the documents, which transfer these rights to the <i>Employer</i> .	
X11	Termination by the Employer	
X11.1	The <i>Employer</i> may terminate the <i>Consultant's</i> obligation to Provide the Services for a reason not stated in this contract by notifying the <i>Consultant</i>	
X11.2	If the <i>Employer</i> terminates for a reason not stated in this contract, an additional amount is due on termination which is 5% of the difference between <ul style="list-style-type: none"> • the forecast of the final total of the Prices in the absence of termination and • the total of the other amounts and costs included in the amount due on termination 	
X18	Limitation of Liability	

X18.1	The <i>Supplier</i> and the <i>Purchaser</i> are not liable to each other for indirect or consequential loss, including loss of profit, revenue or goodwill	No liability
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The Total of the Prices
X18.3	The <i>end of liability date</i> is:	1 (one) year after Completion of the whole of the services or earlier termination

Z(A)	<i>Amendments to the Core Clauses</i>	
	None.	
Z(B)	<i>Amendment to the Secondary Option clauses</i>	
	None.	
Z(C)	<i>Additional conditions of contract</i>	
Z(C)1	"Main Option P : Percentage Fee Contract"	
	Identified and defined terms	The price for services provided for each of the projects in this Contract is the fee determined in accordance with the latest ECSA Fee scale with a discount offered in C.2.2: Pricing Schedule.
	The Consultant's obligation	As per stages 3 to 6 of the ECSA guidelines
Z(C)2	Condition of consultant appointment	The appointment is a non-exclusive appointment and does not mean the immediate award of a project nor the right to claim the project by the consultant. ACSA do have the right to appoint additional/ alternate consultants should circumstances force ACSA to do so.
Z(C)3	Duration of appointment	The estimated construction duration is 18 months
Z(C)4	Scope of the work	Refer to scope of works section C3
Z(C)6	Retaining of key staff for the projects	The Consultant commits to retain key personnel with the required level of expertise as proposed in this bid. The Consultant will be given the opportunity to demonstrate an equal replacement subject to ACSA's approval should the relation between the specified key staff be suspended for reasons acceptable to ACSA. ACSA have the right to cancel the agreement should the Consultant not act appropriately. All cost incurred will be the responsibility of the Consultant.

C1.2 Contract Data – Part 2

Part two - Data provided by the *Consultant*

The Conditions of Contract are selected from the NEC3 Professional Services Contract (Third edition of June 2005 with amendments June 2006 published by the Institution of Civil Engineers, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008)

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Services Contract which requires it.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are:	
	1 Name:	
	Job:	Civil Engineer (project Lead)
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job:	Mechanical Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	3 Name:	
	Job:	Electrical Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	4 Name:	
	Job:	Aviation transport Engineer
	Responsibilities:	
	Qualifications:	
	Experience:	
	5 Name:	

Job: Resident engineer
 Responsibilities:
 Qualifications:
 Experience:

11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	At the end of the defects period															
11.2(10)	The following matters will be included in the Risk Register	Availability of Costing information Access to Site Deviations from Programme & cash flow Quality and correctness of cost estimates Occupational Health & Safety															
25.2	The <i>Employer</i> provides access to the following persons, places and things	<table border="1"> <thead> <tr> <th></th> <th>access to</th> <th>access date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>All As-built Information & existing services</td> <td>Upon award of the project(s)</td> </tr> <tr> <td>2</td> <td>All relevant areas in the Airport</td> <td>Upon award of the project(s)</td> </tr> <tr> <td>3</td> <td>Relevant Engineering, Operational and Maintenance Personnel of ACSA</td> <td>Upon award of the project(s)</td> </tr> <tr> <td>4</td> <td>Traffic forecast</td> <td>Upon award of the project(s)</td> </tr> </tbody> </table>		access to	access date	1	All As-built Information & existing services	Upon award of the project(s)	2	All relevant areas in the Airport	Upon award of the project(s)	3	Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)	4	Traffic forecast	Upon award of the project(s)
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4	Traffic forecast	Upon award of the project(s)															
P	Percentage based contract	Percentage based contract (According to the Government Gazetted Engineering Council of South Africa applicable fee scales)															

C1.4 INSURANCE REQUIREMENTS

Insurance requirements for contracts **below R50million** on the **AIRSIDE**

4.1. Contract Works

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

4.2. Public Liability

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

4.3. Professional Indemnity

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

Part C2: Pricing data

C2.1 Pricing Instructions

Document reference	Title	No of Pages
C2.1	The Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000 construction Management Professions Act, 48 of 2000. Government Gazette: BOARD NOTICE 669 OF 26 MARCH 2021 or as per Condition 2 stated below.	
C2.2	Basis of Fee Remuneration as per above guideline.	

C2.1 Price Schedule

PERCENTAGE FEES ADJUSTMENT SCHEDULE

CONDITIONS:

1. The published Government Gazetted ECSA Fee Scale valid for the month of award of the project will be applicable throughout the specific project life cycle.

Pricing Assumption
The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the Engineering Council of South Africa Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000 construction Management Professions Act, 48 of 2000. Government Gazette: BOARD NOTICE 669 OF 26 MARCH 2021

2. Project Estimate

Project Description / Name: PROVISION OF PROFESSIONAL MULTI DISCIPLINARY ENGINEERING CONSULTANTS FOR THE BRAVO TAXIWAY AND ADDITIONAL APRON STANDS PROJECT AT KING SHAKA INTERNATIONAL AIRPORT	
Estimated cost of all works	R 23 000 000
Estimated cost of Mechanical Works	R 800 000
Estimated cost of electrical work	R 2 500 000
Estimated cost of civil work	R 19 700 000
Total estimated Project Cost (Excluding Fees and VAT)	R 23 000 000
Estimated Construction Duration	18 Months

3. Adjustment of fees:

- a. Estimated fees based on the estimated cost to complete will be adjusted once the stage 3 (Design Development) estimate is approved through internal and/or external governance processes. No works for stage 4 (Documentation and Procurement) will commence until the employer's agent confirms all applicable governance processes have been successfully concluded.
- b. The employer reserves its rights to adjust fees if a change request which affects the project value is approved. Approvals are to be obtained through internal and/or external governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- c. The employer reserves its right to adjust fees based on the Estimated Cost to Completion to justify the recovery of fees from the consultant if the consultant is overpaid. Approvals are to be obtained through internal and/or external governance processes. No adjustment will take effect until all applicable governance processes have been confirmed successfully concluded by the employer's agent.
- d. The final fees calculation will be determined upon the successful completion of the project stage 6 (Close-Out)

NO adjustment of fees during claiming process will be accepted if the necessary approvals have not been received.

4. Partial payment of fees:

- a. The consultants can only claim for stage three, four and six upon completion of each stage. Completion of a stage includes acceptance and approval of reports (deliverable) through the necessary governance processes. Stage will not be completed until the employer's agent confirms all applicable governance processes have been successfully concluded.
- b. If there is no confirmation/feedback from the employer's agent within 30 days of the submission of the report, then the consultant shall be entitled to claim 80% of the fees for the stage due for completion.

5. Disbursement Costs

- (a) Only project related costs listed below and presented to ACSA will be compensated by ACSA at cost.
 - Duplicating Contract and plans printing
 - Miscellaneous cost (permits, induction, etc.)
 - (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned above and below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
 - (c) All rates are exclusive of VAT
 - (d) Cellular calls and Travelling during Construction will be recovered through the Contractors' Claim.
 - (e) No payment for disbursement will be made for the following:
 - Travelling (except for on-site travelling) and accommodation
 - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
 - Telephone calls
 - Cellular calls
 - Computer costs
 - Telefaxes (outgoing or incoming)
 - Email (sent or received)
 - (f) Above expenses by the consultant are deemed to be inclusive in their professional fees.
 - (g) Disbursements will be paid at cost. The onus sits with the consultant to provide proof and Approval.
6. Contingency: The allocation of the contingency is at the sole discretion of the employer and may be allocated in whole or in part.
 7. Key personnel need to have undergone airside induction training and it is the responsibility of the tenderer to enquire the cost of the airside induction training from service providers. It is the tenderer's responsibility to make arrangements to access work areas to conduct inspections. The client will not be responsible for these arrangements.
 8. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
 9. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, escalation, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.

10. Costs for all methods of communication are included in the fee and/or rates.
11. Special printing requirements are included in the fee and/or rates.
12. Provision of standard computer hardware and software are included in the fee and/or rates.
13. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates.
14. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
15. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
16. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
17. Construction estimate: The construction estimates on which the basic fee may be based on is R23 000 000,00.

18. ACCESS TO WORK AREAS

The appointed consultant is to be aware that it is the responsibility of the consultant to ensure that all staff utilized on site have undergone airside induction training. Staff are to be equipped with radio licenses to be enabled to access work areas. Vehicle/s are to be fitted with transponder/s.

The permit estimated costs are as follows:

Airside Induction Training (AIT): R 595.70

AVOP (Airside Vehicle Operators Permit): R595.70

Cost of Permanent Personal Permit: R196

Cost of Temporary Personal Permit: R 595.70

1 day vehicle permit: R39

Permanent vehicle permit: R916.00

Radio License: R 3099

Radio cost: Approximately R 4040

Cost of Escort :

Escort Only: R 2500

- Vehicle + Escort + Radio: R 5500

Cost of Transponder: Dependent on the price charged by the supplier

19. MAIN PRICING SCHEDULE

Completion of the Bravo Taxiway Extentsion and Apron Project Stand at KSIA
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Professional Services and fees per project stage (Main Pricing Schedule)
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Item	Description	Price Excluding VAT		Price Including VAT	
Design Development	<i>Basic fees are not fixed but are based on a percentage of the construction value. This contract's basic fee is _____% of the estimated construction value.</i>	R		R	
Documentation and procurement		R		R	
Construction		R		R	
Close-out		R		R	
Subtotal 1		R		R	
Disbursements	All Prices shall remain fixed for the duration of the contract	R		R	
Allowance for Aviation Specialist		R		R	
Special testing and Surveying		R		R	
Subtotal 2		R		R	
Site Supervision	Full time (level 3) site supervision for a period of 18 Months.	R		R	
Subtotal 3		R		R	
Contingencies @ 10% of subtotal 1 + 2 + 3	This contingency amount shall remain fixed for the duration of the contract	R		R	
Subtotal 4		R		R	
Total Fees (subtotal 1+2+3+4) Excluding VAT		R		R	
Add 15% VAT		R		R	
Total Fee including VAT		R		R	

20. Civil Engineer Cost:

Completion of the Bravo Taxiway Extentsion and Apron Project Stand at KSIA

Professional Services and fees per project stage (Civil Engineer and Project Lead)



AIRPORTS COMPANY
SOUTH AFRICA

Item	Description	Price Excluding VAT		Price Including VAT	
		R		R	
Design Development	<i>Basic fees are not fixed but are based on a percentage of the construction value. This contract's basic fee is ____% of the estimated construction value.</i>	R		R	
Documentation and procurement		R		R	
Construction		R		R	
Close-out		R		R	
Subtotal 1		<i>Sub-total 1 plus VAT to be carried to the main pricing schedule.</i>	R		R

21. Mechanical Engineer Cost

Completion of the Bravo Taxiway Extentsion and Apron Project Stand at KSIA

Professional Services and fees per project stage (Mechanical Engineer)



AIRPORTS COMPANY
SOUTH AFRICA

Item	Description	Price Excluding VAT		Price Including VAT	
		R		R	
Design Development	<i>Basic fees are not fixed but are based on a percentage of the construction value. This contract's basic fee is ____% of the estimated construction value.</i>	R		R	
Documentation and procurement		R		R	
Construction		R		R	
Close-out		R		R	
Subtotal 1		<i>Sub-total 1 plus VAT to be carried to the main pricing schedule.</i>	R		R

22. Electrical Engineer Cost

Completion of the Bravo Taxiway Extenssion and Apron Project Stand at KSIA

Professional Services and fees per project stage (Electrical Engineer)



AIRPORTS COMPANY
SOUTH AFRICA

Item	Description	Price Excluding VAT		Price Including VAT	
Design Development	<i>Basic fees are not fixed but are based on a percentage of the construction value. This contract's basic fee is ____% of the estimated construction value.</i>	R		R	
Documentation and procurement		R		R	
Construction		R		R	
Close-out		R		R	
Subtotal 1		<i>Sub-total 1 plus VAT to be carried to the main pricing schedule.</i>	R		R

23. Transport Aviation Specialist Cost

Completion of the Bravo Taxiway Extentsion and Apron Project Stand at KSIA

Professional Services and fees per project stage (Aviation Specialist)



AIRPORTS COMPANY
SOUTH AFRICA

Item	Description	Price Excluding VAT		Price Including VAT	
Design Development	Stage will be deemed completed upon approval of the detail design report by the client.	R		R	
Documentation and procurement	Stage will be deemed completed upon appointment of the contractor client.	R		R	
Construction	This item includes monthly audits, audit reports and attendance to monthly progress site meetings.	R		R	
Close-out	This item will be deemed completed once a close out report is approved by the client.	R		R	
Subtotal 1		R		R	
Stakeholder Meetings	Allow for 10x 2hour stakholder meetings. This items does not include monthly construction progress	R		R	
Subtotal 2		R		R	
Total Fees (subtotal 1+2) Excluding VAT	To be carried over to main pricing schedule as allowance for Aviation Specialist	R		R	

24. Rates for additional work

Provision for any additional works (outside the scope of work) Hourly Rates		
Description	All inclusive rate	
	Excluding VAT	Including VAT
Civil Engineer		
Mechanical Engineer		
Electrical Engineer		
Aviation Transport Engineer		

Part C3: Scope of work

C3.1: Details of the Project

1. Introduction

Since inception, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BFN), Upington (UTN), Port Elizabeth (PLZ), East London Airport (ELS), George Airport (GRJ), Kimberley Airport (KIM) and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

2. Background

The purpose of the Bravo Taxiway and Apron Extension project was to extend Taxiway Bravo to eliminate hotspots at intersections Alpha, November, and Golf Taxiways. This also included the elimination of the oblique holding position at RET Hotel.

The intention of the project was to also build two new code F apron stands to increase parking capacity at the Airport. The increased parking is required to meet the airport's growth expectations as well as increased demand during diversions.

The Bravo Taxiway Extension and Apron project went into construction in 31 July 2018. Following contractual matters that could not be resolved between the employer and contractor construction works were terminated in 27 May 2021. The contractor left the site with incomplete works. The consulting engineers that were involved in the same project also terminated their contract in October 2021. The Matter with the contractor is still subject to an adjudication process and its conclusion is expected around 29 October 2022.

3. Employer's Objectives

The employer's objective is to render the construction site that was left incomplete by the outgoing contractor safe and functional to meet traffic demand until 2027. Works affected are fuel lines and pumps, electrical, pavements, aprons and stormwater drainage.

4. Scope of work

The appointed Professional Engineering consultant shall be responsible for the assessment of work done, quantification of remaining work and prioritization of critical works that need to be completed in the immediate term.

The multi-disciplinary team to be appointed as part of this tender will be comprised of the following

- Civil Engineer (Project Lead)
- Mechanical Engineer
- Electrical Engineer
- Aviation transport Engineer

The consultant shall carry out the duties in line with the ECSA guidelines. Services required under this contract in addition to the ECSA guidelines, are summarized as follows:

4.1. **Stage 3** – Design Development:

- 4.1.1. Assessment of construction works completed to date, this includes (but not limited to) performing FWD, DCP's, slope and drainage audits on works completed to establish the quality of work done.
- 4.1.2. Assess damage caused by weathering on temporary and permanent works abandoned by the outgoing contractor.
- 4.1.3. Review the original needs assessment and assist the client in prioritizing immediate work that needs to take place.
- 4.1.4. Review designs from previous consultant and update where required.
- 4.1.5. Engage with the end user to establish a feasible solution.
- 4.1.6. *Aviation Transport Specialist - Risk register as per point 5.1 below.*

4.1.7. *Aviation transport Specialist - First preparation of the Safety case and method statement – which will be taken into consideration when preparing the design and cost estimate under Stage 3.*

4.1.8. *Aviation transport specialist – Timeous stakeholder engagement regarding the risk register and possible solutions. Engagement of the South African Civil Authority and other key airport stakeholders to obtain acceptance of the safety case and method statement.*

4.2. **Stage 4** – Procurement and documentation:

4.2.1. Prepare detailed procurement documentation, contract documentation, bill of quantities and outline transformation objectives for the procurement of suitable contractors.

4.2.2. Assist the client in financial audit of the bids. Market analysis of the bids.

4.2.3. Prepare detailed pre-construction documents such as Notification of Works, Construction sequencing diagrams, Security Permit Applications and other activities necessary to gain approvals from primary stakeholders at the airport prior to commencement of works on site.

4.2.4. *Aviation transport specialist – ensure that the contract documentation includes the necessary allowances and requirement that the contractor should know upfront as per the accepted method statement.*

4.3. **Stage 5** – Construction Supervision and administration

4.3.1. Appoint a full-time resident engineer to supervise works onsite.

4.3.2. Assist and support the quantity surveyor in payments certification.

4.3.3. Manage construction activities with the airport operations with the aim of ensuring that construction works have a very minimal negative impact to airport airside operations and airside safety.

4.3.4. Provide progress reports to the client.

4.3.5. Assist with monitoring and measurement of the contractor's performance against transformation objectives.

4.3.6. *Aviation transport Specialist – Update safety case and method statement post appointment of the contractor and monthly (if required) to suit events and circumstances that may arise during construction. This includes acceptance by the stakeholders.*

4.3.7. *Aviation transport Specialist – Conduct monthly audit inspections to monitor construction activities against the risk register and the method statement.*

- 4.4. **Stage 6** – Project close out: Prepare a project close out report.

5. Aviation transport specialist

The following deliverables is expected from the aviation transport specialist:

- 5.1. Perform a risk assessment based on state of current infrastructure, works proposed and impact to the airport operations.
- 5.2. Work with the health and safety consultants, contractor, client and design team in developing the safety case for the works which will ensure that the risks identified are dealt with.
- 5.3. Develop a works methodology with the design team, safety consultants, client and contractor that ensures integration with airport operations with minimum disruption to the airside infrastructure.
- 5.4. Attend stakeholder engagement meetings to identify risks and provide feedback to stakeholders, including the South African Civil Aviation Authority (SACAA) regarding risk treatment.
- 5.5. Attend design meetings to ensure that design reports, cost estimate and other documentation accommodates all requirements of the safety case and method statement.
- 5.6. Make available design drawings and information in the required formats for the development of new aerodrome aeronautical charts
- 5.7. Obtain acceptance and buy in of the safety case and method statement.
- 5.8. Conduct monthly site visit with the health and safety consultant to ensure adherence to the method statement and provide monthly reports of such visits.
- 5.9. Attend monthly progress meetings during construction
- 5.10. On completion of the project, Ensure Compliance to all ICAO and local SACAA standards in terms of design, construction and operation of the completed infrastructure.

6. Client Requirements:

Consultants must possess technical know-how, innovative skills and the ability to administrate a project of this nature within programme and within budget.

7. Meetings:

Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Bidder will be expected to attend fortnightly Project Board management meetings and progress meetings with the Employer.

Design Development Meetings

The Bidder shall be required to attend design development and technical review meetings with the design team and designated representatives of the Employer. These meetings will be structured to gain final approval of the Employer for all design aspects of this work.

Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Bidder shall attend all site meetings with the Employer and contractor present.

Ad-hoc Meetings

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

General

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

8. The responsibilities of the appointed consultant shall include, but not be limited to:

- All obligations as per ECSA stages 3 - 6.

9. ISO Quality Management System

Consultants must be accredited with ISO9001 compliance and each project shall be administrated with respect to quality and technical compliance, in accordance with these strict international Quality Procedures.

10. Programme and monthly feedback

A detailed programme for each project needs to be submitted within 14 days of appointment and updated on a monthly basis or when needed.

11. Consultation and Client Feedback

Detailed consultation with the designated ACSA representative and on-going feedback and reporting during the preliminary design stage, detailed design and construction stages will be essential in delivering optimal and acceptable solutions which are in line with ACSA's requirements. A monthly progress and cost report shall be done from detail design stage onwards until construction ends.

12. Understanding the works

The Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity request clarification of the terms and conditions of this contract prior to submission of his tender to provide the services.

13. Compliance with Laws

The Consultant keeps himself fully informed of, and complies with all laws which apply to the Works. "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders and decrees of government or other legally constituted public authority and the common law.

14. Conditions of the Works

It is the sole discretion of ACSA to adjust the quantity of work and amend, remove or add work as deemed necessary throughout the period of the appointment. The works are therefore not guaranteed and the appointment is a non-exclusive appointment. The works related to this bid is restricted to airside work only and only individuals with appropriate knowledge and experience should be allowed to conduct the specified works. The reasons are to avoid misconduct, failure, substandard work and associated consequences which could adversely impede on the airside operations and associated safety at the ACSA airports.

15. Compliance with Codes & Standards

The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognised codes and standards which are accepted by the Employer.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

16. Interface with other projects and services

The consultant/s are to make themselves aware of all other ongoing works in the vicinity of the project, communicate and manage the risks, incorporate the interface with adjacent works into the programme and liaise with the parties involved.

Where there are services such as cables and electrical services, the consultant needs to be aware of and manage the risks present and build this into the project planning.

17. Personnel requirements

Key persons

The Service Provider's key persons become a contractual commitment upon award. Any proposed change should be handled formally by way of written request and approval. Replacement personnel shall be of same or better competence and experience as those initially accepted.

Minimum requirements of key persons

All key personnel are to meet the requirements as indicated in the functionality evaluation section. Should the proposed individual not be available after appointment, the consultant must replace them with an individual that meets the same requirements in functionality evaluation (Section 5; 5.5. of this document).

By signing and accepting this contract, the consultant further agrees to appointing an Aviation Transport Specialist and a resident engineer in line with Appendix Q.

C3.2 Government's Programme for Broad-Based Black Economic Empowerment

C3.2.1 SCOPE

1. GOVERNMENT POLICY

There is a compelling need to elevate development of previously disadvantaged individuals and enterprises, and leadership. ACSA is required to establish the framework for the development of previously disadvantaged individuals and enterprises.

The objective of ACSA is to promote equity ownership across the different contracting categories and grades, as well as improving skills and performance in the delivery and maintenance of capital works across the public sector.

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2. APPLICABLE LEGISLATION

All tenders will be considered with specific reference to applicable legislation in force from time to time and which are specifically applicable to organs of state for example the following: -

- 2.1 Public Finance Management Act No. 1 of 1999;
- 2.2 Preferential Procurement Policy Framework Act No. 5 of 2000;
- 2.3 The Constitution of South Africa
- 2.4 Broad-Based Black Economic Empowerment Act No. 53 of 2003
- 2.5 National Small Business Amendment Act No. 26 of 2003

C3.2.2 DEFINITIONS

- 1) **BBBEE**
Broad-Based Black Economic Empowerment
- 2) **BO**
Black Owned
- 3) **BWOYO**
Black Woman Owned, Youth Owned
- 4) **CIDB**
Construction Industry Development Board
- 5) **CPG**
Contract Participation Goals
- 6) **EME**
Exempted Micro Enterprise
- 7) **ISO**
Quality management systems standards
- 8) **JV**
Joint Venture
- 9) **NCDP**
National Contractors Development Programme
- 10) **PPPFA**
Preferential Procurement Policy Framework Act
- 11) **PWPDO**
Persons with Physical Disability Owned
- 12) **SADC**

13) Southern African Development Community
TSS PPM
 Technical Services Solutions – Project Portfolio Management

TABLE A

Size	Total Gross asset value (fixed property excluded) (less than)	Total annual turnover (less than)	Total full time equivalent of paid employees (less than)
Medium	R 5 m	R 26 m	200
Small	R 1 m	R 6 m	50
Very Small	R 0.5 m	R 3 m	20
Micro	R 0.1 m	R 0.2 m	5

C3.2.3 CONTRACT PARTICIPATION

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

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

1. Contract Participation Goals (CPG)

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

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

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

- 3.1. Equity (Target 50%): 40% weighting.
- 3.2. Management (Target 50%): 10% weighting
- 3.3. Enterprise and supplier development: 50% weighting
- 3.4. Socio Economic Development: 2.5% weighting

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer **may** subcontract up to 30% of the contract value to entities that are women owned, youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.

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

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

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

No financial award is due for over performance on CPG.

6. Sample score sheet for Calculation of Contract Participation goals

Transformation score sheet									
<i>(Only Populate the white blocks/cells)</i>									
Ownership target 51%	Method 1	% of contract executed by prime contractor	% Black Ownership	Effective	Total CPG/ Element	Weighting CPG	Contract CPG		
	Method 1	70%	51%	0,357	86%	40%		34%	
	Method 2	% contract being executed by targeted JV Partners	% Black Ownership	0,2					
	Method 3	20%	100%	0,3					
	Method 3	30%	100%	0,3					
Management target 51%	Method 1	% of contract executed by prime contractor	% Management	Effective	Total CPG/ Element	Weighting		Contract CPG	
	Method 1	50%	51%	0,255	76%	10%			8%
	Method 2	% contract being executed by targeted JV Partners	% Management	0,2					
	Method 3	20%	100%	0,3					
	Method 3	30%	100%	0,3					
ESD	Method 2	% contract being executed by targeted JV Partners	% Black management	Effective	Total CPG/ Element	Weighting	Contract CPG		
	Method 2	20%	100%	0,2	50%	50%			25%
	Method 3	% on contract being executed by targeted subcontractors	% Black management	0,3					
	Method 3	30%	100%	0,3			67%		

Part C4: Site Information

The site of the works is King Shaka International Airport

The works will be conducted on airside requiring hands-on management of the construction work, with consideration for the operational movement of aircraft and airside traffic, safety and security during such period of time where infrastructure needs to be rehabilitated, upgraded or newly constructed.

The Tenderer has to indicate in the returnable documents the geographical location of their office(s) in proximity of the airport.