



Request for Quotation for the Provision of Professional Engineering Services for the completion of The Taxiways Rehabilitation Project for a Period of 22 months at Airports Company South Africa OR Tambo International Airport

Bid Number: : RFQ 70910

Issue Date : 31 May 2023

Query Closing Date : 12 June 2023 @ 16:00

Compulsory Briefing Session Time and Venue : 09 June 2023 @ 10:00 at the Media Room in OR Tambo International Airport

Bid Closing Date and Time : 19 June 2023 @ 16:00 Submissions must be only emailed to: Tenders3.ksia@airports.co.za

Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

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

Email Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before 16:00 PM on 19 June 2023 using the following method(s):

1.1.1. Hand delivery: Not applicable

The bid document must be emailed to: Tenders3.ksia@airports.co.za

1.1.2. Email submissions: Tenders3.ksia@airports.co.za

1.1.3. Proposals must both be in printed format (**an original and a copy**) together with an electronic copy of the bid documents using a USB flash drive or an accessible link. The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence- Not applicable.

1.2. Alternative Bids

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

1.3. Late Bids

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

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1.4. Clarification and Communication

Name: Mlungisi Mgobhozi

Designation: SCM Official- Supply Chain Management.

Email: Tenders3.ksia@airports.co.za

032 436 6198

- 1.4.1. Request for clarity or information on the bid may only be requested until **12th of June 2023**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.
- 1.4.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

1.5. Compulsory Briefing Session

A compulsory briefing session shall be held at the address indicated below:

1.5.1.Address:

Media Room (Next to the Post Office)

OR Tambo International Airport

1 Jones Road,

Kempton Park,

1627

1.5.2.Time & Date: @ 10h00 on 09 June 2023

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1.6. Bid Responses

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

1.7. Disclaimers

It must be noted that ACSA reserves its right to:

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

1.8. Validity Period

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

1.9. Confidentiality of Information

- 1.9.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.9.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.9.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult

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with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

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2.1 Background and/or Purpose of this Bid

The purpose of the Taxiways Rehabilitation Project is to Rehabilitate and strengthen selected taxiways at OR Tambo International Airport. This project increases the structural and surface life of selected taxiways in order to prevent further pavement failures.



As indicated in the map above the affected taxiways include taxiway Bravo (red), Juliet (orange), Juliet, alpha bravo junction (green), and a portion of Alpha (purple). Echo Taxi-lane (blue) has also been included into the scope of works.

There is a design that has been developed and a contractor is appointed to complete the works. However, the contract of the previously appointed engineers had to be terminated due to the contract reaching its end of life.

The new engineering consultants will be required for full time site supervision, contract administration and closing out of the project.

2.2 Scope of Work

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The appointed Professional Engineering consultant shall be appointed for level 3 full time site supervision, contract administration and closing out of the project.

The engineering team will consist of the following:

- (i) Project Director/Project Lead (Professional Civil Engineer/Technologist) responsible for the contract administration.
- (ii) Electrical Engineer (Professional Engineer/Technologist to responsible for Airfield Ground lighting Scope of work)
- (iii) Resident Engineer (responsible for full time site supervision).

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:

2.2.1. Stage 5 – Construction Supervision and administration

- 2.2.1.1.** Appoint a full-time resident engineer to supervise works onsite.
- 2.2.1.2.** Assist and support the quantity surveyor in payments certification.
- 2.2.1.3.** Assist and support the health and safety consultants.
- 2.2.1.4.** 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.
- 2.2.1.5.** Provide progress reports to the client.
- 2.2.1.6.** Assist with monitoring and measurement of the contractor's performance against transformation objectives
- 2.2.1.7.** Wherever required the consultant might be timeously requested to review design specification and to provide detailed documentation to aid the contractor in completing the required work.

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

2.3. Extent of construction work

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(a) Pavement works

180m Bravo taxiway section from Runway 03L towards CAT II hold line*

- Rehabilitation of taxiway shoulders (17.5m x 2) with 50mm A-E2 modified asphalt in section where support layers and drainage is sufficient
- Where required, reconstruction of shoulders with 50mm A-E2 modified asphalt, 150mm A-P1 modified BTB asphalt base.
- Installation of new airfield ground lighting in accordance with the electrical drawings.

180m Bravo taxiway section from 180m from Runway 03L to CAT II hold line*

- Rehabilitation of pavement section (25m) with 80mm of A-P1 modified Continuously Graded Asphalt and a 220mm EME asphalt base.
- This will be followed by a 200mm BSM layer on top of a ripped and recompacted roadbed. (where required, reconstruction of supporting layers 300 mm G6 selected layers and 600mm of Rockfill)
- Where required, reconstruction of shoulders with 50mm A-E2 modified asphalt, 150mm A-P1 modified BTB asphalt base.
- Replacement of damaged airfield ground lighting in accordance with the electrical drawings.

Echo taxiway*

The rehabilitation option will consider the current condition of

- Where Existing C3 layer is in good condition:
 - Rehabilitation of pavement section (25m) with 80mm of A-P1 modified Continuously Graded Asphalt and a 175mm EME base and aircraft lane section between concrete apron and taxiway where required.
- Where Existing C3 layer is not in a good condition:
 - Rehabilitation of pavement section (25m) with 80mm of A-P1 modified Continuously Graded Asphalt and a 220mm EME asphalt base.
 - This will be followed by a 200mm BSM layer on top of a ripped and recompacted roadbed.
- Replacement of damaged airfield ground lighting in accordance with the electrical drawings.

Juliet taxiway section from Runway 03L to Bravo/Juliet/Alpha intersection*

- Rehabilitation of pavement section (25m wide) with 80mm of A-P1 modified Continuously Graded Asphalt
- Where required, reconstruction of supporting layers with 160mm A-P1 modified BTB asphalt base
- Removal of grass on taxiway shoulders (17.5m x 2) and rejuvenating areas which have started to age
- Replacement of damaged airfield ground lighting in accordance with the electrical drawings.

2.3 Minimum Scope of Work Requirements

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2.3.1 Company Experience

We are looking for an Engineering Consulting firm with expertise in **asphalt** road construction projects. Preferably this company should have more than two projects completed above the construction value of R61 million including VAT (total construction value) each.

2.3.2 Key Staff Experience

We are looking for a Civil (Project Lead), Electrical Engineer and Resident Engineer registered with the Engineering Council of South Africa as a Professional Technologist or Professional Engineer.

The Civil Engineer must have a minimum of two **asphalt** road construction projects completed as a professional engineer (post registration). Each project must have a minimum construction value of R61 Million inclusive of VAT. The civil engineer will act as a project lead in the project.

The Electrical Engineer must have a minimum of two construction projects completed as a professional engineer (post registration). Each project must have a minimum construction value of R10 Million inclusive of VAT. The electrical engineer will oversee the electrical scope of the project.

The resident engineer must have a minimum of two **asphalt** road construction projects completed as a professional engineer (post registration). Each project must have a minimum construction value of R61 Million inclusive of VAT.

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2.4 Pricing Schedule

| Provision of Professional Engineering Services for the Taxiways Rehabilitation Project at ORTIA | | | |
|---|--|---------------------|----------------------|
| Professional Services and fees per project stage (Main Pricing Schedule) | | | |
| Item | Description | Price Excluding VAT | |
| | <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> | | |
| Stage 5: Construction | <i>Items under this section (for each stage) are to be carried over from the Civil Engineer and Electrical Engineer Pricing Schedule.</i> | R | |
| Stage 6: Close-out | | R | |
| Subtotal 1 | | R | |
| | | | |
| Disbursements | <i>All Prices shall remain fixed for the duration of the contract.</i> | R | R50 000.00 |
| Special testing, Design Review and Surveying | | R | R1 500 000.00 |
| Subtotal 2 | | R | R1 550 000.00 |
| | | | |
| Site Supervision | Full time (level 3) site supervision for a period of 10 Months. | R | |
| Subtotal 3 | | R | |
| | | | |
| Total Fees (subtotal 1+2+3) Excluding VAT | | R | |
| | | | |
| Add 15% VAT | | R | |
| | | | |
| Total Fee including VAT | <i>Total to be carried to form of offer and acceptance</i> | R | |

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Bidders must only price in accordance with the pricing schedule above, 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. Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

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SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

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

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

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

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

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3.3 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:

1. Attendance of a compulsory briefing session. Bidders to complete Form 5.7
2. Complete in full and signed SBD 4 – Disclosure Form
3. Duly completed and Signed Form of offer
4. Valid letter of good standing with the Department of Employment and Labour

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3.4 Local Content and Production (N/A)

3.5 Functionality

| | Minimum Points | Maximum Points |
|---|----------------|----------------|
| Tendering organization years of experience | 30 | 40 |
| Civil Engineer experience and qualifications | 15 | 20 |
| Electrical Engineer Experience and Qualification | 15 | 20 |
| Resident Engineer | 15 | 20 |
| Total Points | 75 | 100 |

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

3.5.1. Functionality Criteria

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

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1. Tendering Organisation: List of completed relevant projects

| Criteria | Points | Minimum/ Maximum |
|--------------|-----------|------------------|
| < 2 Projects | 0 Points | N/A |
| 2-3 Projects | 30 points | Minimum |
| > 3 Projects | 40 points | Maximum |

1.1. Refer to Annexure A for the Schedule of Tenderer's Company Experience. The bidding entity must complete in full the schedule and provide completion letters/contactable client reference letters for the listed projects.

1.2. Note: Relevant completed projects refer to Asphalt Road, Airports Taxiways and/or Runway construction or rehabilitation projects that each have a total construction value of R61 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 Asphalt Road, Airports Taxiways and/or Runway construction/rehabilitation projects that each have a total construction value of R61 million and above (Including VAT).
- Refer to Annexure C for the schedule of the Civil Engineer experience.

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

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

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

2.2 Electrical Engineer

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 construction projects that each have a total construction value of R10 million and above (Including VAT).*
- *Refer to Annexure D for the schedule of the Electrical Engineer experience.*

| 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 |
|--|-----------|---------|
| No registration | 0 points | N/A |
| Registered with ECSA as Pr Eng or Pr Tech | 10 points | Minimum |

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2.3 Resident 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.

2.3.2 *Note: Relevant completed projects refer to Asphalt Road, Airports Taxiways and/or Runway construction/rehabilitation projects that each have a total construction value of R61 million and above (Including VAT).*

2.3.3 Refer to Annexure E for the schedule of the Resident Engineer experience.

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

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

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

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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatwayo, Dr KH Badimo, F Sefara (Company Secretary)

3.5.2. Price and Preference

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

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

Where:

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

Evaluation of Preference

ACSA will score specific goals out of 10 or 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Paste applicable goal here:

| Item | Category | Specific Goals | Score |
|------|-----------------------|--|-------|
| | | | 20 |
| 1. | Professional services | 51% owned by Black male and Black women and Black youth and People living with disabilities | 20 |
| | | 51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved) | 15 |
| | | 51% owned by Black male or Black women or Black youth or People living with disabilities | 10 |
| | | Less than 51% owned by Black male, Black women, Black youth, People living with disabilities | 5 |
| | | Other | 0 |

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SECTION 4: RETURNABLE DOCUMENTS

4.1 Mandatory Returnable documents

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

| MANDATORY RETURNABLE DOCUMENTS AND INFORMATION | SUBMITTED [Yes or No] |
|--|----------------------------------|
| Priced offer (found in the NEC document) | |
| Declaration of Interest Form and Politically Exposed Persons | |
| SBD 4 Bidder's Disclosure Form | |
| SBD 6.1 Preference Points Claim Form | |
| Confidentiality and Non-Disclosure Agreement | |
| Attendance of compulsory Briefing session – Form 5.7 | |
| Valid Letter of good standing with the Department of Employment and Labour | |

4.2 Other Returnable Documents and information

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:

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Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
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| OTHER RETURNABLE DOCUMENTS AND INFORMATION | SUBMITTED [Yes or No] |
|--|----------------------------------|
| BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit | |
| Verifiable medical certificate of report as proof of disability (For preference claims) | |
| Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS) | |
| Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management | |
| Certificate of Incorporation of the bidding entity showing ownership split | |
| Central Supplier Database Report (CSD) | |
| Annexure A - Schedule of Company Experience | |
| Annexure B – Contactable Reference Letters | |
| Annexure C – Schedule of Key Staff Experience: Civil Engineer | |
| Annexure D – Schedule of Key Staff Experience: Electrical Engineer | |
| Annexure E – Schedule of Key Staff Experience: Resident Engineer | |
| Annexure F – Proof of Professional Registration for Key Staff | |
| Annexure G – Transformation Framework & Specification form | |
| Annexure H - Letter of Good standing with the Department of Employment and Labour | |
| Annexure I – Certification of staff availability | |

4.3 Validity of submitted information

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

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SECTION 5: RETURNABLE DOCUMENTS

5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

PEP/DPIP Declaration

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

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

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

| Full Name | Identity Number | Personal Income Tax Reference Number |
|-----------|-----------------|--------------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

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

Declaration:

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

Signature

Date

Position

Name of bidder

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5.2 BIDDER'S DISCLOSURE FORM SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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5.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

| | | | |
|---|----|--------------|--|
| 80/20 | or | 90/10 | |
| $Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | | | |

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

| | | | |
|---|----|--------------|--|
| 80/20 | or | 90/10 | |
| $Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ | | | |

Where

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

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4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals/preference point allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| 51% owned by Black male and Black women and Black youth and People living with disabilities | 10 | 20 | | |

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| | | | | |
|--|---|----|--|--|
| 51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved) | 8 | 15 | | |
| 51% owned by Black male or Black women or Black youth or People living with disabilities | 6 | 10 | | |
| Less than 51% owned by Black male, Black women, Black youth, People living with disabilities | 4 | 5 | | |
| Other | 0 | 0 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

Tel +27 11 723 1400 Fax +27 11 453 9354
 Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
 P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)

Form 5.4: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

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Issue: 2

Issue Date: 30/09/2022

1. **INTERPRETATION**

In this agreement -

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

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

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

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

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the

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receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

- 4.1 THE RECEIVING PARTY undertakes that –
- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party

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against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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

5. **COPIES**

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

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

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Company IP") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to Lesego.Pitse@airports.co.za. Each single request by the same receiving party shall be treated as a new request.

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

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

7. **DURATION**

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

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

8. **TITLE**

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

8.1.1 to be proprietary to the disclosing party; and

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

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- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

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

11. **DOMICILIUM**

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

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- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
 - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
 - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.
12. **GENERAL**
- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
 - 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
 - 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
 - 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
 - 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
 - 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
 - 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
 - 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

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

SIGNED at _____ on _____ day of _____ 202__

**AIRPORTS COMPANY SOUTH AFRICA SOC
LIMITED**

the signatory warranting that he is duly authorised
thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

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

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Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

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FORM 5.5: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)

Airports Company South Africa Limited.

Proposal No: _ _____

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the Professional Engineering consultants for the Taxiways Rehabilitation Project at OR Tambo International Airport in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,

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

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

| | |
|------------|--|
| Signature: | |
| Name: | |

For and behalf of:

| | |
|----------------------|--|
| Bidding entity name: | |
| Capacity: | |

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FORM 5.6: Certified I.D for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity

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Issue: 2

Issue Date: 30/09/2022

FORM 5.7: Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I,

Representative of (tenderer).....

of (address).....

.....

e-mail

telephone number

.....

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

| | | | |
|----------|--|----------|--|
| Signed | | Date | |
| Name | | Position | |
| Tenderer | | | |

Signed by ACSA
Representative:

Name and Signature:

.....

Tel +27 11 723 1400 Fax +27 11 453 9354
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Annexure A: Tendering Organization Experience



Name of Tendering organization:

| No. | Project Name | Project Client | Project Description | Start date | End date | project value (inclusive of VAT) | Expected score | Contactable Referee name | Contactable Referee Tel and Email Address |
|-----|--------------|----------------|---------------------|------------|----------|----------------------------------|----------------|--------------------------|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

The bidder may reproduce the table above to list more projects.



Annexure B: Client Reference Letters

| | | | | |
|---|------|---------|------|-----------|
| Name of Consulting Company: | | | | |
| Project Description: | | | | |
| Name of Client Company/Organization: | | | | |
| Confirmation that the project is complete and has a project value larger than R61 million (VAT Incl) | | | Yes | 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 the 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 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: | | | | |

The bidder may reproduce the form above for more projects.

Referee details:

| | | | |
|------------------|-------|---------------|-------|
| Signed: | | Date: | |
| Name: | | Position: | |
| Telephone number | | Email Address | |

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Annexure C: Schedule of Civil Engineer Experience

Name of Tendering organization:

Name and Surname of Professional Engineer:

ECSA Professional Engineer/Technologist Registration Number:



| No. | Project Name | Project Client | Project Description | Start date | End date | project value (inclusive of VAT) | Expected score | Contactable Referee name | Contactable Referee Tel and Email Address |
|-----|--------------|----------------|---------------------|------------|----------|----------------------------------|----------------|--------------------------|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

The bidder may reproduce the table above to list more projects.

Annexure D: Schedule of Electrical Engineer Experience

Name of Tendering organization:

AIRPORTS COMPANY
SOUTH AFRICA

Name and Surname of Professional Engineer:

ECSA Professional Engineer/Technologist Registration Number:



AIRPORTS COMPANY
SOUTH AFRICA

| No. | Project Name | Project Client | Project Description | Start date | End date | project value (inclusive of VAT) | Expected score | Contactable Referee name | Contactable Referee Tel and Email Address |
|-----|--------------|----------------|---------------------|------------|----------|----------------------------------|----------------|--------------------------|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

The bidder may reproduce the table above to list more projects.



Annexure E: Schedule of Resident Engineer Experience

Name of Tendering organization:

Name and Surname of Professional Engineer:

ECSA Professional Engineer/Technologist Registration Number:



| No. | Project Name | Project Client | Project Description | Start date | End date | project value (inclusive of VAT) | Expected score | Contactable Referee name | Contactable Referee Tel and Email Address |
|-----|--------------|----------------|---------------------|------------|----------|----------------------------------|----------------|--------------------------|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

The bidder may reproduce the table above to list more projects.

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Annexure F: Proof of Professional Registrations for the Civil Engineer, Electrical Engineer and Resident Engineer.

Attach Proof of Professional Registrations with relevant council or registration body.

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Annexure G: 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 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 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 table below which provides for a calculation table used to calculate the CPG score.

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

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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/or 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:

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AIRPORTS COMPANY

Contract Participation

| 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 | | |
| | | 70% | 55% | 0.385 | | | | | |
| | Method 2 | % contract being executed by targeted JV Partners | % Black Ownership | 0.3 | | | | | |
| | | 30% | 100% | | | | | | |
| | Method 3 | % Black Ownership | 0 | | | | | | |
| | | 0% | 53% | | | | | | |
| Management target 51% | Method 1 | % of contract executed by prime contractor | % Black Ownership | Effective | Total CPG/ Element | Weighting | | | |
| | | 70% | 55% | 0.385 | | | | | |
| | Method 2 | % contract being executed by targeted JV Partners | % Black Ownership | 0.3 | | | | | |
| | | 30% | 100% | | | | | | |
| | Method 3 | % Black Ownership | 0 | | | | | | |
| | | 0% | 53% | | | | | | |
| Skills Development | Method 2 | % contract being executed by targeted JV Partners | % Black Ownership | Effective | Total CPG/ Element | Weighting | | | |
| | | 30% | 100% | | | | | 0.3 | |
| | Method 3 | % on contract being executed by targeted subcontractors | % Black Ownership | | | | | 0 | |
| | | 0% | 53% | | | | | | |
| ESD | Method 2 | % contract being executed by targeted JV Partners | % Black Ownership | Effective | Total CPG/ Element | Weighting | | | |
| | | 30% | 100% | | | | | 0.3 | |
| | Method 3 | % on contract being executed by targeted subcontractors | % Black Ownership | | | | | 0 | |
| | | 0% | 53% | | | | | | |
| SED | Method 2 | % contract being executed by targeted JV Partners | % Black Ownership | Effective | Total CPG/ Element | Weighting | | | |
| | | 30% | 100% | | | | | 0.3 | |
| | Method 3 | % on contract being executed by targeted subcontractors | % Black Ownership | | | | | 0 | |
| | | 0% | 53% | | | | | | |

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Annexure H: 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 | | | |

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Annexure I: 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 organisation's 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.

Signed _____ Date _____

Name _____ Position _____

Tender _____

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NUMBER: ORTIA PR 70910

TITLE OF PROJECT: REQUEST FOR PROPOSALS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE COMPLETION OF THE TAXIWAYS REHABILITATION PROJECT FOR A PERIOD OF 22 MONTHS AT AIRPORTS COMPANY SOUTH AFRICA OR TAMBO INTERNATIONAL AIRPORT

| |
|--|
| NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC) |
|--|

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR Tambo International Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **The REQUEST FOR PROPOSALS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE COMPLETION OF THE TAXIWAYS REHABILITATION PROJECT FOR A PERIOD OF 22 MONTHS AT AIRPORTS COMPANY SOUTH AFRICA OR TAMBO 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 PROVISION OF PROFESSIONAL ENGINEERING SERVICES FOR THE COMPLETION OF THE TAXIWAYS REHABILITATION PROJECT FOR A PERIOD OF 22 MONTHS AT AIRPORTS COMPANY SOUTH AFRICA OR TAMBO 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

*(Insert name and address of
organisation)*

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 OR Tambo International Airport 1 Jones Road, Kempton Park, 1619 | |
| 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 | G: Term Contract |
| | 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): | Airports Company South Africa Limited |
| | Address | OR Tambo International Airport 1 Jones Road Kempton Park 1619 |
| | Tel No. | 011 921 6262 |
| | Fax No. | |
| 11.2(9) | The <i>services</i> are | Professional 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 | 5 years from date on which the certificate of final completion is issued |

2 The Parties' main responsibilities

| | | | |
|------|---|--|------------------------------|
| 25.2 | The <i>Employer</i> provides access to the following persons, places and things | 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. | Upon issue of the final completion certificate | | |
| 11.2(6) | The <i>key dates</i> and the <i>conditions</i> to be met are: | 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. | | |
| 42.2 | The <i>defects date</i> is | 52 weeks after Completion of the project | | |

4 Quality

| | | |
|------|---|---|
| 40.2 | The quality policy statement and quality plan are provided within | 4 weeks of the Contract Date. |
| 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 <i>services</i> 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 | |
| G | Term 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 |
| | <p>The person or organisation who will choose an arbitrator</p> <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 | The <i>law of the project</i> is | The Republic of South Africa subject to the jurisdiction of the Courts of South Africa. |
| X9 | Transfer of rights | |
| X9.1 | <p>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 Employer 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>.</p> | |
| X11 | Termination by the Employer | |
| X11.1 | <p>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></p> | |
| X11.2 | <p>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</p> <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 G: Term 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: Responsibilities: Qualifications: Experience: | Civil Engineer (project Lead) |
| | 3 Name: Job: Responsibilities: Qualifications: Experience: | Electrical Engineer |
| | 4 Name: Job: Responsibilities: Qualifications: Experience: | Resident engineer |
| 11.2(3) | The <i>completion date</i> for the whole of the services is | Date on which the certificate of final completion is issued. |
| 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 *Employer* provides access to the following persons, places and things

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) |

G

Term Contract

Term Contract

C1.4 INSURANCE REQUIREMENTS

Insurance requirements for contracts **above 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: Request For Proposals For The Provision Of Professional Engineering Services For The Completion Of The Taxiways Rehabilitation Project For A Period Of 22 Months At Airports Company South Africa Or Tambo International Airport | |
| Estimated cost of civil work | R 94 570 461.00 |
| Estimated cost of electrical work | R 8 800 000.00 |
| Total estimated Project Cost (Excluding Fees and VAT) | R 103 370 461.00 |
| Estimated Construction Duration | 10 Months |
| Defects liability period | 12 Months |

3. Adjustment of fees:

- a. 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.
- b. 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.
- c. 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 **R103,370,461.00**

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

| | | | |
|--|---|---------------------|--------------|
| Request for Proposals for the Provision of Professional Engineering Services for the completion of The Taxiways Rehabilitation Project for a Period of 22 months at Airports Company South Africa OR Tambo International Airport | | | |
| Professional Services and fees per project stage (Main Pricing Schedule) | | | |
| Item | Description | Price Excluding VAT | |
| Normal Services | | | |
| Stage 5: Construction | Items under this section (for each stage) are to be carried over from the Civil Engineer and Electrical Engineer Pricing Schedule. | R | |
| Stage 6: Close-out | | R | |
| Subtotal 1 | | R | |
| | | | |
| Disbursements | All Prices shall remain fixed for the duration of the contract. | R | 50 000.00 |
| Special testing, Design Review and Surveying | | R | 1 500 000.00 |
| Subtotal 2 | | R | 1 550 000.00 |
| | | | |
| Site Supervision | Full time (level 3) site supervision for a period of 10 Months. | R | |
| Subtotal 3 | | R | |
| | | | |
| Total Fees (subtotal 1+2+3) Excluding VAT | | R | |
| | | | |
| Add 15% VAT | | R | |
| | | | |
| Total Fee including VAT | Total to be carried to form of offer and acceptance | R | |

20. Civil Engineer Cost:

| Request for Proposals for the Provision of Professional Engineering Services for the completion of The Taxiways Rehabilitation Project for a Period of 22 months at Airports Company South Africa OR Tambo International Airport | | | |
|--|--|---------------------|--|
| Professional Services and fees per project stage (Civil Engineer) | | | |
| Item | Description | Price Excluding VAT | |
| Stage 5: Construction | <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 | |
| Stage 6: Close-out | | R | |
| Subtotal 1 | <i>Sub-total 1 to be carried to the main pricing schedule.</i> | R | |

21. Electrical Engineer Cost

| Request for Proposals for the Provision of Professional Engineering Services for the completion of The Taxiways Rehabilitation Project for a Period of 22 months at Airports Company South Africa OR Tambo International Airport | | | |
|--|--|---------------------|--|
| Professional Services and fees per project stage (Electrical Engineer) | | | |
| Item | Description | Price Excluding VAT | |
| Stage 5: Construction | <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 | |
| Stage 6: Close-out | | R | |
| Subtotal 1 | <i>Sub-total 1 to be carried to the main pricing schedule.</i> | R | |

22. Hourly Rates for Engineers

Rate per hour will be used for quantifying fees payable for additional services.

| Key Staff | Hourly Rate |
|---------------------|-------------|
| Civil Engineer | |
| Electrical 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. Employer's Objectives

The purpose of the Taxiways Rehabilitation Project is to Rehabilitate and strengthen selected taxiways at OR Tambo International Airport. This project increases the structural and surface life of selected taxiways in order to prevent further pavement failures.



As indicated in the map above the affected taxiways include taxiway Bravo (red), Juliet (orange), Juliet, alpha bravo junction (green), and a portion of Alpha (purple). Echo Taxi-lane (blue) has also been included into the scope of works.

There is a design that has been developed and a contractor is appointed to complete the works. However, the contract of the previously appointed engineers had to be terminated due to the contract reaching its end of life.

The new engineering consultants will be required for full time site supervision, contract administration and closing out of the project.

3. Scope of work

The appointed Professional Engineering consultant shall be for level 3 full time site supervision, contract administration and closing out of the project.

The engineering team will consist of the following:

- (i) Project Director (Professional Civil Engineer/Technologist) responsible for the contract administration).
- (ii) Electrical Engineer (Professional Engineer/Technologist to responsible for Airfield Ground lighting Scope of work)
- (iii) Resident Engineer (responsible for full time site supervision).

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:

3.1. Stage 5 – Construction Supervision and administration

- 3.1.1. Appoint a full-time resident engineer to supervise works onsite.
- 3.1.2. Assist and support the quantity surveyor in payments certification.
- 3.1.3. 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.
- 3.1.4. Provide progress reports to the client.
- 3.1.5. Assist with monitoring and measurement of the contractor's performance against transformation objectives

- 3.1.6. Wherever required the consultant might be timeously requested to review design specification and to provide detailed documentation to aid the contractor in completing the required work.

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

3.3. Extent of construction work

(a) Pavement works

180m Bravo taxiway section from Runway 03L towards CAT II hold line*

- Rehabilitation of taxiway shoulders (17.5m x 2) with 50mm A-E2 modified asphalt in section where support layers and drainage is sufficient
- Where required, reconstruction of shoulders with 50mm A-E2 modified asphalt, 150mm A-P1 modified BTB asphalt base.
- Installation of new airfield ground lighting in accordance with the electrical drawings.

180m Bravo taxiway section from 180m from Runway 03L to CAT II hold line*

- Rehabilitation of pavement section (25m) with 80mm of A-P1 modified Continuously Graded Asphalt and a 220mm EME asphalt base.
- This will be followed by a 200mm BSM layer on top of a ripped and recompacted roadbed. (where required, reconstruction of supporting layers 300 mm G6 selected layers and 600mm of Rockfill)
- Where required, reconstruction of shoulders with 50mm A-E2 modified asphalt, 150mm A-P1 modified BTB asphalt base.
- Replacement of damaged airfield ground lighting in accordance with the electrical drawings.

Echo taxilane*

The rehabilitation option will consider the current condition of

- Where Existing C3 layer is in good condition:
 - Rehabilitation of pavement section (25m) with 80mm of A-P1 modified Continuously Graded Asphalt and a 175mm EME base and aircraft lane section between concrete apron and taxiplane where required.
- Where Existing C3 layer is not in a good condition:
 - Rehabilitation of pavement section (25m) with 80mm of A-P1 modified Continuously Graded Asphalt and a 220mm EME asphalt base.
 - This will be followed by a 200mm BSM layer on top of a ripped and recompacted roadbed.

- Replacement of damaged airfield ground lighting in accordance with the electrical drawings.

Juliet taxiway section from Runway 03L to Bravo/Juliet/Alpha intersection*

- Rehabilitation of pavement section (25m wide) with 80mm of A-P1 modified Continuously Graded Asphalt
- Where required, reconstruction of supporting layers with 160mm A-P1 modified BTB asphalt base
- Removal of grass on taxiway shoulders (17.5m x 2) and rejuvenating areas which have started to age
- Replacement of damaged airfield ground lighting in accordance with the electrical drawings.

4. 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.

5. 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.

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

- All obligations as per ECSA stages 5 - 6.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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).

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) completed projects which are road construction/ road rehabilitation projects for Highways Roads, and/or Airport taxiways and Runways Projects. These projects must have a minimum construction value of R61 Million.

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.

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**
Southern African Development Community
- 13) **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.

- Bidders are to submit to submit a transformation proposal meeting the CPG target for all contracts over R1m including VAT.
- CPG for this contract will be at 50% which will consist of the following B-BBEE elements:
 - Equity (Target 50%): 40% weighting.
 - Management (Target 50%): 10% weighting
 - Enterprise and supplier development: 50% weighting
 - Socio Economic Development: 2.5% weighting
- 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.
- 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 | | | | | | | | |
|--|----------|---|--|--------------------|-----------|--------------------|---------------|--------------|
| (Only Populate the white blacks/cells) | | | | | | | | |
| Ownership target 51% | Method 1 | % of contract executed by prime contractor | | % Black Ownership | Effective | Total CPG/ Element | Weighting CPG | Contract CPG |
| | | 70% | | 51% | 0,357 | | | |
| | Method 2 | % contract being executed by targeted JV Partners | | % Black Ownership | | | | |
| | | 20% | | 100% | 0,2 | | | |
| | Method 3 | | | % Black Ownership | | | | |
| | | 30% | | 100% | 0,3 | | | |
| Management target 51% | Method 1 | % of contract executed by prime contractor | | % Management | Effective | Total CPG/ Element | Weighting | |
| | | 50% | | 51% | 0,255 | | | |
| | Method 2 | % contract being executed by targeted JV Partners | | % Management | | | | |
| | | 20% | | 100% | 0,2 | | | |
| | Method 3 | | | % Management | | | | |
| | | 30% | | 100% | 0,3 | | | |
| ESD | | | | | Effective | Total CPG/ Element | Weighting | |
| | Method 2 | % contract being executed by targeted JV Partners | | % Black management | | | | |
| | | 20% | | 100% | 0,2 | | | |
| | Method 3 | % on contract being executed by targeted subcontractors | | % Black management | | | | |
| | | 30% | | 100% | 0,3 | | | |
| | | | | | | | | |
| 25% | | | | | | | | |
| 67% | | | | | | | | |

Part C4: Site Information

The site of the works is OR Tambo 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.