

Request for Bid (RFB) for the acquisition of a Transformation Agent for the Terminal 2 Redevelopment Project at Cape Town International Airport

RFB reference number: CIA6066/2019/RFP

BID SUBMISSION DEADLINE: 05th July 2019

Bidding Company Name	
Representative Name	
CSD Registration Number	MAAA
Signature	
Date	

RFB Timelines

Bid Invitation	13 June 2019
Compulsory Briefing Session	21st June 2019 Date: @ 11:00 am Venue: Southern Office Block, Conference Centre, Keletso Boardroom
Enquiries closing Date and time	01st July @ 12h00
RFB submission closing Date and time	05th July @ 12h00

INDEX

Section 1: Instructions to Bidders

- 1.1 Obtain RFB document
- 1.2 Submission of response
- 1.3 Alternative Bids
- 1.4 Late Bids
- 1.5 Clarification and Communication
- 1.6 Bid Responses
- 1.7 Disclaimers
- 1.8 No Contact Policy
- 1.9 Conflict of Interest
- 1.10 Validity period
- 1.11 Confidentiality of information
- 1.12 Anti-Corruption Hotline

Section 2: Submission of Proposal/Bid

- 2.1 Terms and conditions
- 2.2 Response format and content

Section 3: Background, Purpose and Scope of work

- 3.1 Background
- 3.2 Purpose
- 3.3 Scope of works
- 3.4 Detailed scope of work

Section 4: Preference Points and Price

- 4.1 Preference Points Claims
- 4.2 The Maximum Points for Bid
- 4.3 Definitions
- 4.4 Adjudication Using a Point System
- 4.5 Award of Business where Bidders have scored equal Points Overall
- 4.6 Points Awarded for Price
- 4.7 Points Awarded for BBB-EE Status Level of Contribution

Section 5: Evaluation Criteria

- 5.1 Overview
- 5.2 Evaluation Approach
- 5.3 Pre-qualification Criteria (Stage 1)
- 5.4 Mandatory Requirements (Stage 2)
- 5.5 Functionality/ Technical (Stage 3)
- 5.6 Price and B-BBEE (Stage 4)

Section 6: Insurance Requirements

Section 7: Returnable Documents / Information

- Appendix A Declaration form
- Appendix B Declaration of forbidden practices form
- Appendix C Acceptance of RFB Terms and Conditions
- Appendix D Pricing Schedule
- Appendix E Executive Summary and Organogram
- Appendix F Joint Venture (JV) Agreement
- Appendix G Tax Matters Confirmation (issued by SARS)
- Appendix H BBB-EE Declaration Form – Refer SBD 6.1 (attached)
- Appendix I Certified BBB-EE Certificate
- Appendix J Latest Audited Financial Statement
- Appendix K Membership / Accreditation with Professional Body
- Appendix L Insurance Confirmation
- Appendix M Structure of Resource for the Project
- Appendix N CV's of Key Personnel
- Appendix O Schedule of Bidder's experience
- Appendix P Technical Approach Paper
- Appendix Q CSD Registration Report

SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 Obtain RFB documents and Briefing Session

Bid documents will be available at National Treasury website (www.etenders.gov.za) as from the 12 June 2019.

Award can only be made to Bidders who are registered with National Treasury (CSD) and whose Tax Matters has been declared in order by SARS.

1.2 Submission of response

Bidders must submit bid documentation bound in envelopes/files together with an electronic copy. The envelope/file must be clearly marked on the outside with the following details:

- ACSA Location where the tender will close
- Bidding entity's name
- Bidding entity's return address
- Full description of the tender and tender reference number

The documents must be kept in the sequence and format they have been issued, signed and completed by a person who has been given authority to act on behalf of the bidding entity. 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 before the

05 July 2019 at 12h00 using the following method(s):

Hardcopy submission:

The hardcopy of the bid documents must be deposited into the **Tender Box at Cape Town International Airport** located at the address below:

**Ground Floor
Southern Office Block
Reception Area**

NB: Only one copy is requested. All effort is to be made to ensure that the document is presented in a professional manner. The document is to be neatly bound or contained with a lever arch file.

1.3 Alternative Bids

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

1.4 Late Bids

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

1.5 Clarification and Communication

Name: Onkgopotse.Boikanyo

Designation: Senior Buyer

Telephone: 011 723 1568

Email: Onkgopotse.Boikanyo@airports.co.za

Request for clarity or information on the tender may only be requested until **24 June 2019 by 13:00 PM**. Responses to queries or for clarity sought by a bidding entity will also be sent to all the other bidding entities which have responded to the Request for Proposal invitation.

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

1.6 Bid Responses

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

1.7 Disclaimers

It must be noted that ACSA may:

- a) Award the whole or a part of this tender;
- b) Split the award of this tender;
- c) Negotiate with all or some of the shortlisted bidders;
- d) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- e) Cancel this tender;

- f) ACSA does not take any responsibility for expenses or loss, which may be incurred by any bidder in preparation of this bid.

1.8 No Contact Policy

Neither Bidders, nor their members (if consortia), nor their respective advisers, may contact officers, employees or advisers of ACSA, save as provided for in point 1.6 above, in connection with the RFB or the submission of bids at any time after the Clarification and Communication closing date. Contact will however be permissible only in the case of pre-existing commercial relations, in which case contact may be maintained only in terms thereof. In making such allowed contact, neither Bidders nor their members, nor anyone acting on behalf of any Bidder or member, may make reference to this RFB or bid in response thereto. The “no contact policy” will not apply in relation to any information deemed to be in the public domain, or which is readily available from organs of state.

1.9 Conflict of Interest

Bidders are required to identify and to disclose as soon as possible any conflict of interest or potential conflict of interest to ACSA. Bidders should contact ACSA for clarity on whether a conflict of interest actually exists or not. The existence of a conflict of interest or a failure by a bidder to timeously disclose any such conflict or part conflict, may result in the bidder’s bid being disqualified.

1.10 Validity Period

In order for ACSA to thoroughly evaluate responses, it requires a validity period of one hundred and twenty (120) business/working days, therefore the prices which have been quoted by the bidder must remain firm and valid for such period. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the prices submitted.

1.11 Confidentiality of Information

ACSA will not disclose any information furnished to ACSA through this tender process to a third party or any other bidder without the prior written approval of the bidder whose information is sought.

Furthermore, ACSA will not disclose the names of the bidders until the tender process has been finalised.

Bidders may not disclose any information provided to them as part of this process to any third party without the prior written approval of ACSA. In the event that the bidder requires to consult

with third parties on the contents of this RFB document, such third parties must complete and sign confidentiality agreements, which should be returned to ACSA as part of response submission to this tender process.

1.12 Anti-Corruption Hotline

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 ANTI-CORRUPTION HOTLINE

Free Call: 0800 00 80 80

Fax: +27 (0)12 664 0307: Fax2e-mail: 086 726 1681: Email: office@thehotline.co.za

SECTION 2: SUBMISSION OF RFB

2.1 Terms and Conditions of RFB

- 2.1.1** This RFB is open to all bidders, registered and duly authorised to provide products and/or services in South Africa.
- 2.1.2** Any bids received after the bid submission date and time will not be considered by ACSA and will therefore be disqualified. These bids will remain unopened until the award of the contract to the successful bidder has taken place.
- 2.1.3** Should the bidding entity with a late submission wish to have their bid returned to them, they must do so in writing. Should a written request for the return thereof not be received within thirty (30) days of the award of contract, such bid will be destroyed by ACSA.
- 2.1.4** Except where specifically provided for in this RFB, a bidder may make no changes to its bid after the closing time and date.
- 2.1.5** ACSA reserves the right to award the contract on the basis of the bid submission received from a bidding entity subject to ACSA's terms and conditions.
- 2.1.6** ACSA or their duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 2.1.7** Should the bid be awarded on the strength of information furnished by a bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

(i) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award and/or

(ii) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.

(iii) The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.

2.1.8 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.

2.1.9 ACSA reserves the right to amend the terms and conditions of this RFP /RFB at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.

2.1.10 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFB at any time without giving rise to any obligation for the responsibility for any loss or financial damage which may be incurred or suffered by any bidder.

2.1.11 In the case of a joint venture or partnership between service providers, evidence of such joint venture must be included with the bid submission, either in the form of a Joint Venture Agreement or Memorandum of Understanding. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign the RFB on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the bid.

Binding Arbitration Provision

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

- Concerning the purport or effect of the RFB documents or of anything required to be done or performed there under;

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

Such arbitration shall be by a single arbitrator who shall be -

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

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

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

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

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

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

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

RFB Acceptance

2.1.19 ACSA reserves the right to reject: -

- a. Incomplete bids;
- b. Late bids;

c. Conditional bids; and

d. Bids that are non-compliant with the procedural and administrative requirements.

2.1.20 This RFB implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.

2.1.21 Bidders may include with their bids any descriptive matter, which, if referred to in the RFB, will form part of the RFB. In case of any discrepancy, however, the issued RFB and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.

2.1.22 Notwithstanding any other provision in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration in this tender process unless interest is declared and approved as per Delegated Level of Authority.

2.2 Response format and content

Please organise proposals in separately tabbed sections with labels that correspond to the sections that have been outlined in the Index of this RFB document.

- Please keep sections sequential.
- Provide a concise response in provided spaces.
- Wherever a table is provided, please title your section tab to match the RFB section in which the table appears.
- Use the table format for your responses and maintain the sequence and reference numbers in the table.
- Please keep responses in the document formats they are being requested.

SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

3.1 Background and Site Locality

The ACSA Technical Services and Solutions Department is seeking to procure the services of a Transformation Agent for the following project/s:

1. Terminal 2 Enablement Works (Work Package 1)
2. Terminal 2 Main Works (Work Package 2)

The appointed Transformation Agent will provide the Scope of Services as stipulated below:

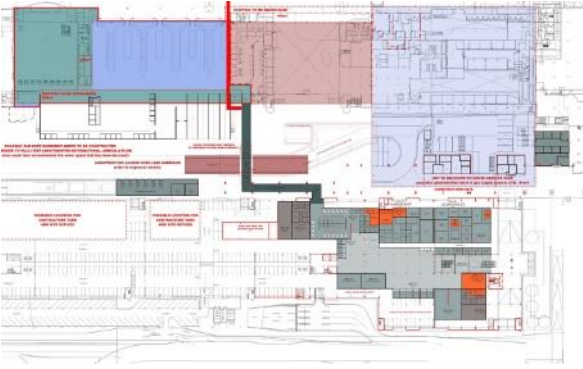


In the run-up to the SWC 2010, Cape Town International Airport (CTIA) developed the terminals in line with its approved expansion Master Plan. The new International Terminal and the new Central Terminal Building were constructed as part of this Master Plan. However, the old Terminal 2 was retained, altered and refurbished and re-used.




Terminal 2 is situated between the International Terminal and the Central Terminal Building (CTB) and is the one of the oldest remaining buildings in the terminal complex. The intention is to replace the existing Terminal 2 in its entirety to improve integration with the adjacent terminals.

An important element of the project is the increase to the current retail (land side retail; airside retail and airport lounges) provision currently available at CTIA. This is necessitated due to the increase in Passenger numbers in recent years at Cape Town international Airport and is in keeping with the implementation and phased delivery of the CTIA masterplan. It is also a critical element in ACSA's continued pursuit of increasing non-aeronautical revenue.

The project will be delivered using a 2 stage construction process i.e. Work Package 1&2

The table below provides a breakdown of the scope that will be delivered through the Terminal 2 Development:

Terminal 2 Development Project Scope Overview	
<p>Terminal 2 Enablement Works/ Work Package 1</p> 	<ul style="list-style-type: none"> • Allows for the rerouting of international arrivals passenger primary operations. • Allows for additional immigration processing capacity • Allows for temporary reallocation and relocation of International customs area/ meeters and greeters and associated retail offerings • Allows for temporary accommodation for stakeholders currently located within the existing Terminal 2 i.e. Airline and Ground Handlers offices, Back of House areas and services. • Relocation of the existing building services (electrical; HVAC, IT, Wet Services etc.) currently located within Terminal 2 • Enables the demolition of the existing Terminal 2
<p>Terminal 2 Basement/ Work Package 2</p> 	<ul style="list-style-type: none"> • Allows for segregation of service and passenger flows • Allows for prime real estate to be freed from back of house operations • Increase in commercial storage – allows for optimisation of retail operations in the terminal • Allows for connection to future basement facilities • Additional 1,850 sqm of service and back of house areas
<p>Terminal 2 Ground Floor/ Work Package 2</p> 	<ul style="list-style-type: none"> • The western expansion of the emigration area allows for greater flexibility for modular expansion and early delivery of capacity to alleviate current operational pinch point • 2 additional code F carousels • Baggage make up area expansion of 2,700 sqm • Additional customs and emigration capacity (28 counters)

	<ul style="list-style-type: none"> • Arrivals hall queuing /circulation of 2,000 sqm • Meeters and greeters concourse of 3,500 sqm • Additional commercial space • Additional 1591 sqm retail facilities • Additional 360 sqm duty free
<p>Terminal 2 First Floor/ Work Package 2</p> 	<ul style="list-style-type: none"> • Transit facility of 360 sqm • Airline offices and rest areas • Double volume opening provides aesthetic appeal • Design allows for future bridge link to the multi storey parkade • Additional 2,594 sqm of office area
<p>Terminal 2 Second Floor/ Work Package 2</p> 	<ul style="list-style-type: none"> • Segregated security due to escalator and fire escape throat restrictions (post tensioned slab-very costly to fill) • Will enable additional self-service check in facilities • Will enable SMART security processing • Will enable "Fast Track" route for domestic business travelers • Increased queuing space • Additional 246 sqm of ticket office/ support areas
<p>Terminal 2 Third Floor/ Work Package 2</p> 	<ul style="list-style-type: none"> • New International Lounge/s • Additional Food and Beverage facilities • Additional ablution facilities • Additional 1,440 sqm of lounge areas and an additional 225 sqm of retail area

The enablement works for the Terminal 2 Development is a key aspect of the project. The enablement works seeks to relocate critical primary processing infrastructure such as immigration, customs and international meeters & greeters (currently located in the existing Terminal 2 building) to the adjacent Parkade 1 to allow for the demolition of the existing Terminal 2 and subsequent redevelopment of the terminal.

Work Package 1: Terminal 2 Enablement Works:

Estimated Construction Works: R 440 million

- The scope of work entails the following in order to rerouting of primary passenger flows and associated operations:
 - Services relocation from the service yard as well as existing T2 IT services, wireroom & core room relocation
 - Construction of temporary accommodation in Parkade 1 (P1) ground floor for offices, retail, customs, meeters & greeters that will be affected by the T2 demolition and T1 refurbishment
 - Decanting of the existing tenants into the temporary accommodation
 - Construction of the temporary sterile passenger bridge / passage at grade to Parkade 1
 - Construction of ramp over and access under the pedestrian passage to the basement
 - T2 Airside accommodation for airside services that will be affected by the T2 demolitions
 - Temporary fit-out including 1) furniture, fittings & equipment FF&E), operational services & equipment (OS&E), information communication & security technology (ICST) and signage
 - Parkade 2 service delivery area including storage for delivery to CTB (existing service yard will be demolished).
 - Western extension of the immigration hall
 - Demolition of Terminal 2 and carting away of material. (The phasing of the development is currently being finalized to reduce the overall project timelines. Any elements deferred to work package 2 as part of this process will be added to the scope noted below.)

Work Package 2: Terminal 2 Main Works

Estimated: R 1 720 000 000

The scope of work entails the construction of the following

- Terminal 1 – Refurbishment (ground floor)
- Terminal 2 – Construction of Basement
- Terminal 2 – Construction of Building and Civil Works (first, second and third floor)

3.2 Scope of Work

The **Transformation Agent** will be responsible for implementing ACSA's Transformation Strategy and other relevant Policies and Legislative requirements that aims to generate growth and facilitates empowerment and opportunities for targeted enterprises. The strategy will be tailor made and is required to be project specific considering the particular set of requirements that the locality presents. It is not necessarily limited to any or all of the following:

1. Implement ACSA's Transformation Strategy and other relevant Policies and Legislative requirements for the identified Project. The project aims to generate growth and facilitates empowerment and opportunity. The strategy is required to be Location or Site Specific to the CTIA Airport and the local community within the Airport Precinct where possible.
2. Submission of a Transformation Proposal (Contract Participation Goals of minimum 51%) for the contract in line with following BBB-EE pillars:
 - i. Equity
 - ii. Management control and employment equity
 - iii. Skills development
 - iv. Enterprise and supplier development
 - v. Socio economic development
3. Set Targets for local labour work opportunities, local supplier development and training and maximize specific contract participation targets in line with (but not limited to):
 - i. ACSA Transformation policy
 - ii. ACSA TSS Transformation Policy
 - iii. Available procedures
 - iv. Stated targets
 - v. CIBD guidelines
 - vi. BBBEE Act 53, As amended by BBBEE Amendment Act 46 of 2013
 - vii. BBBEE codes of good practice (May 2015)
 - viii. REFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT,2000:
PREFERENTIAL
 - ix. PROCUREMENT REGULATIONS, 2017
 - x. ISO 10845
4. All consultants will prioritise local content in specification with a 100% premium margin (subject to the Treasury, Department of Trade and Industry and SABS Standards Division guidelines/ practice notes in relation to local production and content) and local labour per following prioritisation order:
 - i. 5km radius of CTIA
 - ii. Cape Town
 - iii. Western Cape
 - iv. South African
 - v. Regional (SADC)

- vi. African
 - vii. Other
-
5. Rationalise packaging of construction contracts to create more opportunities for level 2 to 8 contractors
 6. Detail a high-level conceptual overview for acceptance by the Client unique to the project.
 7. Develop opportunities for designated groups to access contract participation by breaking the contract down into the full value chain and give specific weighting to priority elements.
 8. Provide full analysis that identifies the transformation needs, skill levels, local resource capacity, appropriate use of local technology and supplier capacity.
 9. Auditing, monitoring, evaluating and reporting on achievement targets through the various stages of construction

These projects will be delivered in a two-phased approach. The transformation agent is expected to play an active role throughout the lifecycle of the project:

Stage 1: Inception

- Assist in developing a clear project specific transformation strategy as part of the project brief in line with ACSA transformation approach and policy.
- Attend fortnightly project initiation meetings.
- Advise on the procurement strategy for the appointment of the contractor to ensure that transformation targets are achievable.
- Concluding the terms of the client/transformation agent professional services agreement with the client.

Stage 2: Concept

- Attending fortnightly design and consultants' meetings
- Receiving relevant data and cost estimates from the other professional consultants in order to ensure that the transformation strategy is a key driver for the project.

- Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants in order to determine the contract participation goals (CPG) for emerging contractors.
- Preparing draft transformation strategy with reference to preliminary and elemental or equivalent estimates of construction cost.

Stage 3: Transformation Proposal Acceptance

- Reviewing the documentation programme/ cost estimates/ design specifications with the **principal consultant** and other professional consultants.
- Attending fortnightly design and consultants' meetings.
- Receiving relevant data and cost estimates from the other professional consultants.
- Preparing detailed project specific CPG strategy.
- Liaising, co-operating and providing necessary information to the client, **principal consultant** and other professional consultants and for which the following deliverables are applicable:
- Prepare and Submit Detailed transformation strategy/ proposal with CPG targets for approval in line with the following BBB-EE pillars:
 - i. Equity
 - ii. Management control and employment equity
 - iii. Skills development
 - iv. Enterprise and supplier development
 - v. Socio economic development
- Mutually agreed additional services

Stage 4: Documentation and procurement

- Attending fortnightly design and consultants' meetings
- Assisting the principal consultant in reviewing working drawing, specifications, estimates etc. to ensure compliance with approved transformation strategy.
- Preparing documentation for both principal and subcontract procurement to comply with transformation targets.
- Assisting with preparation of contract documentation for signature

Stage 5: Construction

- Establishing and maintaining a financial control system to ensure contractors adherence to transformation strategy/ deliverables.
- Conduct monthly audits throughout the construction period for both work packages / construction phases.
- Attending fortnightly design and consultants' meetings
- Preparing detailed reports/ schedules/ forecasts/ status reports of cash flow/ spend to ensure CPG targets are met in line with the following BBB-EE pillars:
 - vi. Equity
 - vii. Management control and employment equity
 - viii. Skills development
 - ix. Enterprise and supplier development
 - x. Socio economic development
- Implement corrective action in consultation with the consultant team, the contractor/s, the client and other stakeholders (i.e. local community, tenants and general public if necessary) in the even of non-performance.

Stage 6: Close out

- Assist QS in Concluding final account(s), identifying and confirming transformation targets have been met.
- Attending fortnightly consultants' and progress meetings
- Preparing detailed concluding transformation report including lessons learnt.
- Prepare handover pack for approval by client.
- Mutually agreed additional services

1.1. Form of Contract

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board. (Contract to be added as an annexure)

1.2. Extent of Services

The services to be provided in terms of this project are inextricably linked to the Employers capital budget. The Project will be managed in accordance with the National Treasury Standard for Infrastructure Procurement and Delivery Management (SIPDM).

1.3. Reference data

A clarification session will not be held to advise on project location.

1.4. Timeframes and Milestones

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The Employer may cancel this appointment at anytime during the project subject to budget availability.

Work Package 1: Terminal 2 Enablement Works

Estimated Critical Milestone dates:

- Detail Design Completion – TBC
- Procurement of Contractor Complete – End July 2019
- Construction Commences – August 2019 – December 2020

The above milestones to be confirmed by appointed Consultants.

Work Package 2: Terminal 2 Main Works

Estimated Critical Milestone dates:

- Detail Design Completion – End July 2019
- Procurement of Contractor Complete – End July 2020
- Construction Commences – July 2020 – April 2024

The above milestones to be confirmed by appointed Consultants.

1.5. Format of Communication

Ad-hoc communication between the Employer and the Service Provider may be conducted telephonically, per electronic format (e-mail) or meetings.

1.6. Meetings

The Bidder will be required to attend site meetings as per Scope of Services.

The Bidder will also be required to attend meetings with the appointed professional services consultants as required. To be included in work stage pricing.

1.7. Reporting

A monitoring report will be compiled monthly and submitted to the Consulting Engineer as an overall performance indicator. The Bidder shall make allowance for writing reports in pricing schedule. The bidder will form part of the Consultant Team already appointed. They are:

- Project Manager
- Quantity Surveyor
- Engineering (Electrical, Civil, Mechanical, Structural)
- Transformation will report to the appointed Project Manager

1.8. Audits

The Transformation will provide monthly audits per over the construction period as noted in activities to be carried out in Stage 5. Monthly reports are to be issued electronically to the Engineer and Client at an agreed date prior to the monthly Contractor site meeting. This will include extensive reviews and assessment required for the Main Contractor as well as all and any Sub Contractors that are appointed by ACSA for the 2 work packages.

Construction period is estimated to be:

- Work Package 1/ Terminal 2 Enablement Works: 16 months
- Work Package 2/ Terminal 2 Main Works: 46 months

A 15% contingency is allowed for in the pricing schedule in the event the above are deviated from. All rates included within the contract are full and final and will not be revised during the implementation of the project. All service providers are to price accordingly.

The contingency can only utilised on the approval of the employer.

1.9. Disbursements

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

1.10. Key Personnel

Should it become necessary to replace any of the key personnel listed during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

1.11. Use of reasonable skill and care

The Bidder is required to provide all aspects of the service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards, and to ensure that all legal requirements are met, and that all legal processes are adhered to.

The Bidders' attention is drawn to the fact that the proposed infrastructure is to be built on ACSA Airside. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to passengers. The Bidder is to adhere to ACSA Occupational Health and Safety always. No leniency will be granted for breach of policy.

Access to all Airport Departure and Arrival areas to always remain free of obstruction.

1.12. Meetings

Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Bidder may 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.

1.13. Payment of fees

Payment of fees shall be paid in accordance with work completed as per the relevant professional body's scope of services guidelines and administered through the appointed ACSA Project Manager. Invoices shall be submitted to the Quantity Surveyor for verification prior to submission to Employer.

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Period for payment of monthly fee claims will be 30 days from date of invoice that is correctly submitted and approved in line with ACSA's payment cycle.

1.14. Employers right to recover costs

The Employer reserves the right to recover, by way of a deduction from any amount due to the Bidder, any additional cost which the Employer incurs arising out of non-performance/negligence of the Bidder

1.15. Place for performing specific tasks

It is anticipated most the work involved in the reporting, preliminary design and detail design and tender stages will be undertaken at ACSA Offices, Southern Office Block, Cape Town International Airport. It is expected that the successful service provider will maintain a strong presence on site during the project. It is recommended that the proposed agent be based in Cape Town.

The Service Providers personnel may however be required to attend meetings elsewhere in the Cape metropolitan area as and when required.

1.16. Access to site

Access to public areas is not restricted, however, personal access permits are required for access to restricted areas. The Bidder will be required to apply for such personal access permits prior to commencement of project.

The construction work conducted on Landside and will not require permits. All resources must wear a personal access permit always when on site. (refer to Acsa permit cost)

1.17. Format of communication

All requests for formal approval from the Employer, or any other body, shall be submitted in writing. Ad-hoc communication between the Employer and the Service Provider may be conducted in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format or unless agreed otherwise with Employer.

1.18. Non-disclosure

All information including design information, annexures and other supporting documentation regarding this project may not be shared with 3rd parties without written consent of ACSA Procurement and ACSA Legal. All parties and companies involved in this project will be required to sign a non-disclosure at appointment. Confidentiality agreement to be signed.

SECTION 4: PREFERENCE POINTS AND PRICE

4.1 Preference Points Claims

In terms of the PPPFA and its regulations the 80/20 preference point system will be used:

- a) The 80/20 system for acquisition of goods or services with a Rand value equal to or above R30 000.00 and up to R50 million (all applicable taxes included); and

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

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

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

4.3 Definitions

- 4.3.1 **“All Applicable Taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies
- 4.3.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 4.3.3 **“BBB-EE status level of contributor”** means the BBB-EE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.4 **“black designated groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; “black people” has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- 4.3.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); “co-operative” means a co-operative registered in terms of section 7 of the Cooperatives Act, 2005 (Act No. 14 of 2005);
- 4.3.6 **“designated group”** means-
- (a) black designated groups;
 - (b) black people;
 - (c) women;
 - (d) people with disabilities; or
 - (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- 4.3.7 **“designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a);
- 4.3.8 **“EME”** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 4.3.9 **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 4.3.10 **“military veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- 4.3.11 **“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 4.3.12 **“people with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
- 4.3.13 **“price”** includes all applicable taxes less all unconditional discounts;
- 4.3.14 **“proof of BBB-EE status level of contributor”** means-
- (a) the BBB-EE status level certificate issued by an authorised body or person;
 - (b) a sworn affidavit as prescribed by the BBB-EE Codes of Good Practice; or
 - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;
- 4.3.15 **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.16 **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 4.3.17 **“rural area”** means-
- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
 - (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 4.3.18 **“stipulated minimum threshold”** means the minimum threshold stipulated in terms of regulation 8(1)(b);
- 4.3.19 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 4.3.20 **“township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 4.3.21 **“treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- 4.3.22 **“youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).
- 4.3.23 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 4.3.24 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

4.4 Adjudication Using A Point System

- 4.4.1 The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 4.4.2 Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 4.4.3 Points scored will be rounded off to the nearest 2 decimal places.

4.5 Award of Business where Bidders have Scored Equal Points Overall

- 4.5.1 In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 4.5.2 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 4.5.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6 Points Awarded for Price

4.6.1 The 80/20 Preference Point Systems

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

80/20

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

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

4.7 Points Awarded for BBB-EE Status Level of Contribution

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

BBB-EE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders who qualify as EMEs in terms of the BBB-EE Act must submit an affidavit stating its annual turnover, certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with BBB-EE Status Level Certificates.

4.7.2 Bidders other than EMEs must submit their original and valid BBB-EE status level verification certificate or a certified copy thereof, substantiating their BBB-EE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its BBB-EE certificate in terms of the amendments to the BBB-EE Codes of Good Practice in 2013.

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

SECTION 5: EVALUATION CRITERIA

5.1 Overview

ACSA applies a pre-determined evaluation criterion when considering received bids. 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 documentation may be disqualified from the tender process at that phase.

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

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

Stage 1	Stage 2	Stage 3	Stage 4
----------------	----------------	----------------	----------------

Pre-Qualification Criteria	Mandatory requirements	Functionality	Evaluate price and Preference (BBB-EE)
-----------------------------------	-------------------------------	----------------------	---

5.3 PRE-QUALIFICATION CRITERIA (STAGE 1)

- 5.3.1 In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain designated groups
- 5.3.2 Accordingly, only the bidders who are **EMEs** (Exempted Micro Enterprise with a **level 1-4 BBB-EE** status level of contributor **will be considered**. Bidder must submit a valid BBB-EE certificate as issued by **SANAS or a sworn affidavit** in order to pre-qualify for this tender. ACSA reserves the right to request further information necessary to evaluate the bidder in this regard.
- 5.3.3 By submitting a bid, the bidder certifies that the information and documents provided are true, correct and devoid of any fraudulent misrepresentations. ACSA reserves its right to seek further legal action in the event that the bidder fails to comply with this paragraph 5.3.3
- 5.3.4 A bidder that fails to meet the above-mentioned pre-qualifying criteria, will be disqualified.

5.4 MANDATORY REQUIREMENTS (STAGE 2)

The following list of mandatory returnable documents must be returned. To understand which documents are required at the closing date and time please refer to section 7 below.

1. **Bidders must accept the Terms and Conditions of the Bid;**
2. **Bidders must attend compulsory briefing session;**

5.5 FUNCTIONALITY / TECHNICAL EVALUATION (STAGE 3)

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

on threshold criteria where bidders which fail to achieve a **minimum threshold** on each element and total of 70 points will not be considered further in the evaluation. The of the evaluation are as follows

<i>Evaluation Area</i>	<i>Evaluation Criteria</i>	<i>Maximum Point</i>	<i>Minimum Threshold Required</i>
1. Tenderer's Experience	<p>Bidders to present Transformation Management experience related to Construction Projects on relevant projects, e.g. Commercial/Office/Mixed used/Industrial/Public Infrastructure, excluding low density residential, exceeding R100 Million in value (Complete Appendix N)</p> <ul style="list-style-type: none"> • <2 Projects (0 Points) • 2-3 Projects (20 Points) • >3 Projects (30 Points) 	30	20
2. Experience of key staff	<p>Proof of relevant qualification in built environment disciplines and demonstration of previous experience in the required field relating to writing specifications, monitoring, evaluation and related to Construction Projects on relevant projects, e.g. Commercial/Office/Mixed used/Industrial/Public Infrastructure, excluding low density residential (CV of Evidence to be provided)</p> <ul style="list-style-type: none"> • No qualification and demonstration of previous experience (0 Points) • Proof of relevant qualification in built environment disciplines with relevant registration and demonstration of previous experience (20 Points) <p>(Attach to Appendix K)</p>	20	20

	<p>Proof of successful completion of at least 2 similar projects (similar in nature and construction value) over the last 5 years. Construction value of the projects must be worth at least R5 Million. (Complete Appendix O)</p> <ul style="list-style-type: none"> • <2 Projects (0 Points) • 2-3 Projects (20 Points) • >3 Projects (30 Points) 	30	20
3. Work Methodology	<p>Bidders must respond to the scope of works and outline the proposed work methodology relating to Transformation Imperative. This must include a proposal to achieve a Contract Participation Goal of minimum 51%. The work methodology should articulate what value-add the respondent will provide in achieving the stated objectives for the project (Attach to Appendix P)</p> <ul style="list-style-type: none"> • Lack of detail (0 Points) • Detailed generic methodology (10 Points) • Project specific with value add included (20 Points) 	20	10
Total		100	70

5.6 Price and B-BBEE (STAGE 4)

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

Bidders must only price in accordance with the pricing schedule as per Appendix D, 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, plus a 10% mark-up. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation, travelling, travelling time, telephone cost, reproduction cost, courier costs, special postage are not payable for this appointment.

SECTION 6: INSURANCE REQUIREMENTS

Insurance requirements for contracts with a value below R50million on the LANDSIDE

Contract Works

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

Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million

- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- 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.

Insurance requirements for contracts below R50million on the AIRSIDE

Contract Works

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

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 may re-insure the deductibles

Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- 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 R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- 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.

Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

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 R275 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 R500 000
- Contractors / consultants may re-insure the deductibles

Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- 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 R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- 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.

Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)

- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

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 R1 025 000
- 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 R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- 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 R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- 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.

SECTION 7: RETURNABLE DOCUMENTS / INFORMATION

RETURNABLE DOCUMENTS AND INFORMATION		SUBMITTED [Yes or No]
Appendix A – Declaration Form	O	
Appendix B – Declaration of Forbidden Practices Form	O	
Appendix C - Acceptance of Terms and Conditions	M	
Appendix D – Pricing Schedule	M	
Appendix E – Executive Summary and Organogram	T	
Appendix F – Joint Venture (JV) Agreement	O	
Appendix G – Tax Matters Confirmation (issued by SARS)	O	
Appendix H – BBB-EE Declaration Form – Refer SDB 6.1 attached	M	
Appendix I – Certified BBB-EE Certificate	O	
Appendix J – Latest Audited Financial Statement(s)	O	
Appendix K – Membership/Accreditation with Professional Body and relevant qualifications	M	
Appendix L – Insurance Confirmation	Upon Award	
Appendix M – Structure of Resource for the Project	T	
Appendix N – CV’s of Key Personnel	T	
Appendix O – Schedule of Bidder’s Experience	T	
Appendix P – Technical Approach Paper	T	
Appendix Q – CSD Registration	M	
Appendix R – Contract Documents	T	
Appendix R.1 Special Requirements at an Operational Airport	T	

M – Mandatory Documents
T – Technical Requirements
O – Other Returnable

APPENDIX A: DECLARATION 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. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

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

Full Name	Identity Number	Personal Reference Number	Income Tax

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

Declaration:

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

Signature

Date

Position

Name of bidder

APPENDIX B: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on _____ of _____ 2017.

Name: _____
 Designation: _____
 Signature: _____

C1.2 Contract data

CONDITIONS OF CONTRACT

The Conditions of Contract are the **Standard Professional Services Contract, Third Edition of CIDB document 1014 of July 2009** published by the Construction Industry Development Board.

Copies of this Services Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: Data provided by the Employer

The following Contract Data and amendments are applicable to this Contract:

CLAUSE	
	The Employer is Airports Company South Africa SOC Limited.
3.4 and 4.3.2	<p>The authorised and designated representative of the Employer is:</p> <p>Name: Ms Onkgopotse Boikanyo +27 11 723 1568</p> <p>The Employer's address for receipt of communications is:</p> <p>Airports Company South Africa SOC Limited (acsa)</p> <p>24 Johnson Road</p> <p>Riverwoods office Park, Willows Building</p> <p>Supply Chain Department</p> <p>Senderwood</p> <p>Bedfordview,</p>

CLAUSE	
	Gauteng E-mail: Onkgopotse.Boikanyo@airports.co.za
1	The Project is for: PROFESSIONAL SERVICES OF A TRANSFORMATION AGENT: TO PROVIDE PROFESSIONAL SERVICES ON THE FOR THE TERMINAL 2 REDEVELOPMENT PROJECT AT CAPE TOWN INTERNATIONAL AIRPORT
1	The Period of Performance is until completion of all deliverables in accordance with the Scope of Work.
1	The Start Date is TBC 2019
3.5	The location for the performance of the Project: Cape Town International Airport
3.12.3	In the event that due to his negligence or for reasons within his control, the Service Provider does not meet the specified target of work stated in the Tender Notice (measured through the value of the Fee Tendered) to the Targeted Enterprise the Employer shall be entitled to levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage
3.12.4	In the event that the service provider fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the service provider's control which may be acceptable to the employer, sanctions shall apply as follows: In the event that the bidder does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to 50% of the Total Notional Cost over contract duration of the skills development programme.
3.15.1	The program shall be submitted within 2 weeks of the award of the Contract.
3.15.2	The Service Provider shall update the programme at intervals not exceeding 30 days.
3.16	The adjustment to the time-based fees shall be equal to:

CLAUSE	
	<p>$(CPI_n - CPI_s) / CPI_s$</p> <p>where CPIs = the indices specified in the Contract Data during the month in which the start date falls</p> <p>CPI_n = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls</p>
3.16.1	<p>The indices are those contained in Table A of P0141</p> <p>Consumer Price Index for the CPI for all services published by Statistics South Africa</p>
5.1.3	<p>The Service Provider shall enter into a contract (either through partnership, joint venture or sub-contracting) with (a) Targeted Enterprise(s) to perform a percentage of work.</p> <p>A Targeted Enterprise is a registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the bidder to perform a specified percentage of work stated in the Contract Data under the guidance of the bidder and which complies with the following:</p> <ul style="list-style-type: none"> a) does not share equity holding with the bidder; and b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and c) is registered with the South African Revenue Service; and d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) with at least 1 (one) registered ECSA professional in the applicable discipline as a permanent employee; or e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in

CLAUSE	
	<p>Government Gazette No. 36928 on 11 October 2013) with at least 2 (two) registered ECSA professionals in the applicable discipline as permanent employees; and</p> <p>f) has entered into a written relationship agreement of co-operation and assistance with the bidder for the duration of the contract.</p>
5.1.4	<p>The minimum amount of work expressed as a percentage of the value of the Fee that will be undertaken by a Targeted Enterprise(s) selected by the Service Provider shall be 5%.</p>
5.1.5	<p>The service provider shall achieve in the performance of the contract the contract skills development goal established in the CIDB Standard for developing skills through infrastructure contracts (August 2013)</p>
5.4.1	<p>INSURANCE CLAUSES FOR CAPEX PROJECTS</p> <p>SECTION A: DEFINITIONS</p> <p>Landside refers to:</p> <ul style="list-style-type: none"> • Areas of the airport before the security points; and • The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings. <p>Airside refers to:</p> <ul style="list-style-type: none"> • The Apron / manoeuvring areas; and <p>Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings</p> <p style="text-align: center;">Insurance requirements for PROJECTS with a value above R50 million on the AIRSIDE</p> <p>Contract Works</p> <p>With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:</p> <ul style="list-style-type: none"> • All Construction Work and Earthworks – R300 000 deductible (excess); • All other claims – R300 000 deductible (excess);

CLAUSE	
	<ul style="list-style-type: none"> • Other property insured – R700 000 deductible (excess); • Contractors / consultants should re-insure the deductibles.
5.5	<p>The Service provider is required to obtain the Employers pre - approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> • Variations to the contract in the form of scope, programme, cost and quality.
7.2	<p>The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.</p>
8.1	<p>The Service Provider is to commence the performance of the Services within 14 days of date that the Contract becomes effective.</p>
8.2.1	<p>The contract is concluded when the project deliverables as per the scope have been concluded</p>
8.4.3 (c)	<p>The period of suspension under clause 8.5 is 12 months</p>
9.1	<p>Copyright of documents prepared for the Project shall be vested with the Employer.</p>
11.1	<p>A Service Provider may subcontract any work which he has the skill and competency to perform</p>
11.4	<p>The Employer shall have no contractual relationships with Subcontractors, except in cases where the Subcontractors are Targeted Enterprises. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services himself.</p>
11.7	<p>The Service Provider shall not sub-contract more than 25% of the tendered contract value (including value of work allocated to Targeted Enterprise(s) but excluding any services specified in the Scope of Work to be procured through the</p>

CLAUSE	
	<p>Employer's Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.</p> <p>The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.</p>
12.1	Interim settlement of disputes is to be by mediation.
12.2 / 12.3	Final settlement is by arbitration.
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by the Chairman of the Association of Arbitrators (SA).
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the Chairman of the Association of Arbitrators (SA).
13.1.3	Insurances to be carried:
	The service provider is responsible for the following covers:
	<p>Public Liability</p> <ul style="list-style-type: none"> • 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 R275 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 R500 000; • Contractors / consultants should re-insure the deductibles.
	<p>Professional Indemnity</p> <ul style="list-style-type: none"> • All consultants are responsible for Professional Indemnity cover of R10 million;

CLAUSE	
	<ul style="list-style-type: none"> • 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 R10 million; • In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million; <p>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</p> <p>All persons in a joint venture or consortium shall be jointly and severally liable to the Employer in terms of this Contract and shall carry individually the minimum levels of insurance as stated above.</p> <p>Deductibles:</p> <p>With regards to contract works claims, the service provider is responsible for the following deductibles.</p> <ul style="list-style-type: none"> • All Civil Work and Earthworks – R300 000 deductible (excess) • All other claims – R300 000 deductible (excess) • Other property insured – R700 000 deductible (excess) • Contractors / consultants may re-insure the deductibles
13.6	The provisions of 13.6 do not apply to this Contract.
15	The interest rate will be prime interest rate of the Employer's bank at the time that the amount is due.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
1	The Service provider is	
	Address	
	Telephone	
	Facsimile	
	Email	
5.3	The authorised and designated representative of the Service Provider is:	
	Name:	
	The Service Provider address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	
5.5	The Key Persons and their jobs/functions in relation to the services are:	
7.12	Name	Specific Duties



CAPE TOWN
INTERNATIONAL AIRPORT

AIRPORTS COMPANY SOUTH AFRICA

Clause		

C1.3 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN Airports Company South Africa SOC Limited (HEREINAFTER CALLED THE “EMPLOYER”) AND

.....
(Service Provider / Mandatory / Company / CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No. 85 OF 1993 AS AMENDED

I,,

Representing

....., as employer

In its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act No. 85 of 1993 (OHSA Act) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 (COID Act) Registration

Number:

OR Compensation Insurer:

Policy No.:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHS Act and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHS Act and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at.....on the.....day of.....20.....

Witness

Mandatory

Signed at.....on the.....day of.....20.....

Witness for and on behalf of ACSA

APPENDIX C: ACCEPTANCE OF RFB TERMS AND CONDITIONS

TO: Supply Chain Management Office
Airports Company South Africa SOC Ltd.

Bid Reference No:

1. Bidder's Name and Contact Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the provision of a Project Management Consultant for the ACSA Office Reconfiguration Project and the Department of Defence (DOD) Lounge Project at Cape Town International Airport.

- We acknowledge that ACSA's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder/s,
- We have read, understand and agree to be bound by the content of all the documentation provided by ACSA in this Request for Proposal.
- We accept that ACSA's Bid Adjudication Committee decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) days calculated from the closing date of proposal submission.

Thus done and signed at		on this the		day of		2017
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Tendering entity name:	
------------------------	--

Capacity:	
-----------	--

APPENDIX D – PRICING SCHEDULE

(Bidders to complete Pricing schedule below)

Pricing instructions

The appointment of the company, comprising the successful professional, will be in accordance with ACSA's specific requirements at an operational airport.

Tenderers must only price in accordance with the pricing schedule below, 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.

The tender Price shall be fixed and not subject to any escalation whatsoever during the period of execution of the Contract including the extended period, if any. Exception is only made to the construction supervision component of the pricing schedule, where the actual construction period and cost may lead to adjustments. This adjustment will be limited to an increased based on the CPI rate as released by Statistics South Africa in the event of a delay in the commencement of construction by more than 1 year. This adjustment is to be agreed with the ACSA Project Manager should it be necessary. The funds will be sourced from the allowed for contingency only at the discretion and approval of the ACSA Contract Manager.

Disbursements

i. Only project related costs listed below and presented to ACSA will be compensated by ACSA;

- Miscellaneous cost (PPE)
- Printing, binding
- Project occupational Health and Safety permit application

ii. No payment for disbursement will be made for the following:

- **Travelling and accommodation**
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
- Telephone calls
- Cellular calls
- Computer costs

- Telefaxes (outgoing or incoming)
- Email (sent or received)

iii. Disbursements will be paid at cost. The onus sits with the consultant to provide proof and prior Approval.

Claimable disbursement cost below:

TYPING AND DUPLICATING (EXCLUDING VAT)

Table 1: Rates for typing and duplicating undertaken by the consultant himself.

From	Typing of original/master per A4	Duplicating				Printed or copied binder set	
		On white paper		On coloured paper		A4	A3
		A4	A3	A4	A3		
2005-03-01	R18,00	R0,35	R0,70	-	-	R7,00	R9,00
2009-08-15	R20,00	R0,55	R1,00	R0,65	R1,15	R14,00	R18,00
2013-01-01	R22,00	R0,65	R1,60	R0,90	R1,70	R18,00	R24,00
2017-09-01	R28,00	R0,85	R2,10	R1,20	R2,40	R26,00	R34,00

From	Duplicating in colour	
	A4	A3
2009-08-15	*R7,00	*R11,00
2013-01-01	*R8,00	*R13,50
2017-09-01	*R8,50	*R14,00

* Payable only upon prior written approval by Departmental Project Manager.

Activity Schedules

A1 – WORK PACKAGE 1 - Terminal 2 Enablement Works		
Table A1 – Basic Professional Fees	Estimated Construction Duration	14 Months

1. Transformation Agent						
Stage of Services	Rates (Excl. VAT)	No. of Hours	Total Amount (Excl. VAT)	% Discount offered	Offered Fee (Excl. VAT)	
PHASE 1						
Work-stage 1 Inception		100				
Work-stage 2 Conception		104				
Work-stage 3 Transformation Proposal Acceptance		176				
SUB TOTAL PHASE 1		380				
PHASE 2						
Work-stage 4 Documentation & Procurement		176				
Work-stage 5 Construction (Contract administration and supervision)		560				
Work-stage 6 – Close-Out (Closure and final Report)		50				
SUB TOTAL PHASE 2		786				
Total Offered Professional Fee for Transformation Agent Services on this Project (Excluding VAT and recoverable expenses) Carried Forward to Table A5						

A2 – WORK PACKAGE 2 - Terminal 2 Main Works		
Table A2 – Basic Professional Fees	Estimated Construction Duration	44 Months
1. Transformation Agent		

Stage of Services	Rates (Excl. VAT)	No. of Hours	Total Amount (Excl. VAT)	% Discount offered	Offered Fee (Excl. VAT)
PHASE 1					
Work-stage 1 Inception		150			
Work-stage 2 Conception		156			
Work-stage 3 Transformation Proposal Acceptance		264			
SUB TOTAL PHASE 1		570			
PHASE 2					
Work-stage 4 Documentation & Procurement		264			
Work-stage 5 Construction (Contract administration and supervision)		1800			
Work-stage 6 – Close-Out (Closure and final Report)		75			
SUB TOTAL PHASE 2		2139			
Total Offered Professional Fee for Transformation Agent Services on this Project (Excluding VAT and recoverable expenses) Carried Forward to Table A6					

A3 – WORK PACKAGE 1 - Terminal 2 Enablement Works		
Table A3 – Disbursements (Allowance for Reimbursable Expenses)	Estimated value	construction
Disbursements as per the department of Public Works published Rates for Reimbursable Expenses unless stated otherwise elsewhere in this document (Note that Disbursements should be estimated on the basis that the server provider will be based in Cape Town.)		
Description	Amount (R)	
PHASE 1		
Work-stage 1 Inception		
Work-stage 2 Conception		
Work-stage 3 Transformation Proposal Acceptance		
SUB TOTAL PHASE 1		
PHASE 2		
Work-stage 4 Documentation & Procurement		
Work-stage 5 Construction (Contract administration and supervision)		
Work-stage 6 – Close-Out (Closure and final Report)		
SUB TOTAL PHASE 2		
Total (Excluding VAT) Carried Forward to Table A5		

A4 – WORK PACKAGE 2 – Main Works		
Table A4 – Disbursements (Allowance for Reimbursable Expenses)	Estimated value	construction
Disbursements as per the department of Public Works published Rates for Reimbursable Expenses unless stated otherwise elsewhere in this document (Note that Disbursements should be estimated on the basis that the server provider will be based in Cape Town.)		
Description	Amount (R)	
PHASE 1		
Work-stage 1 Inception		
Work-stage 2 Conception		
Work-stage 3 Transformation Proposal Acceptance		
SUB TOTAL PHASE 1		
PHASE 2		
Work-stage 4 Documentation & Procurement		
Work-stage 5 Construction (Contract administration and supervision)		
Work-stage 6 – Close-Out (Closure and final Report)		
SUB TOTAL PHASE 2		
Total (Excluding VAT) Carried Forward to Table A6		

A5 – WORK PACKAGE 1 - Terminal 2 Enablement Works			
Professional Service	Offered Fee Summary		
	PHASE 1	PHASE 2	TOTAL
1. Transformation Agent			
TOTAL DISBURSMENTS			
SUB-TOTAL			
ADD 15 % VAT			
Total Offered Professional Fee for the Terminal 2 Enablement Works – Work Package 1 (Incl. Vat). Carried Forward to Table 7			

A6 – WORK PACKAGE 2 - Terminal 2 Main Works			
Professional Service	Offered Fee Summary		
	PHASE 1	PHASE 2	TOTAL
1. Transformation Agent			
TOTAL DISBURSMENTS			
SUB-TOTAL			
ADD 15 % VAT			
Total Offered Professional Fee for the Terminal 2 Main Works – Work Package 2 (Incl. Vat). Carried Forward to Table 7			

A7 – COMBINED WORK PACKAGES FOR THE TERMINAL 2 REDEVELOPMENT PROJECT			
Professional Service	Offered Fee Summary		
	PHASE 1	PHASE 2	TOTAL
1. Total Offered Professional Fee for the Terminal 2 Enablement Works – Work Package 1 (Incl. Vat)			
2. Total Offered Professional Fee for the Terminal 2 Main Works – Work Package 2 (Incl. Vat)			
Total Offered Professional Fee for the Terminal 2 Redevelopment Project (Incl. Vat)			

A8 - PROVISION FOR ANY ADDITIONAL WORK (OUTSIDE THE NORMAL SCOPE OF WORK) HOURLY RATES)		
***** SUBJECT TO PRIOR APPROVAL BY ACSA *****		
DESCRIPTION	ALL INCLUSIVE RATE	
1. TRANSFORMATION AGENT	EXCL VAT	INCL VAT
Principals		
Salaried Professionals		
Senior Staff		
Junior Staff		

Tenderer			
Signature:		Date :	

THE OFFERED TOTAL OF THE PRICES EXCLUSIVE OF VAT IS: (Amount)

..... (In
Words)active

Signed: Date:

Name: Position:

Tenderer:

APPENDIX E - EXECUTIVE SUMMARY AND ORGANOGRAM

(Bidder to provide brief summary of their organisation and include their organisation's Organogram with names, starting with the Managing Directors/CEO)

Signed: Date:

Name: Position:

Tenderer:

APPENDIX F: JOINT VENTURE (JV) AGREEMENT (IF APPLICABLE)

(Bidder to attach agreement/Memorandum of understanding between the parties.)

Signed: Date:

Name: Position:

Tenderer:

APPENDIX G: CONFIRMATION OF TAX MATTERS

(Bidder to attach valid and original Tax Certificate or tax pin no. provided on SARS letterhead)

APPENDIX H: BBB-EE DECLARATION FORM
(complete and return attached SBD 6.1)

REFERENCE POINTS CLAIM FORM (SBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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

forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p>



APPENDIX I: CERTIFIED BBB-EE CERTIFICATE

(Bidder to attach Certified BBB-EE Certificate from approved certification agency or Affidavit)

APPENDIX J: LATEST AUDITED FINANCIAL STATEMENTS

(Complete form below and attach latest company/companies financial statement)

1. Company details:	
Registered Address:	.....
Contact Person:	.....
Telephone:	.....
Fax:	.....
2. Shareholders	
Names/Percentages of holdings:	.....
3. Bankers	
Bank:	.....
Branch:	.....
Account Number:	.....
4. Turnover	
Approximate turnover for each of the past three years (most current years to be provided)	
Year 1:	.....
Year 2:	.....
Year 3:	.....

Signed: Date:

Name: Position:

Tenderer:

APPENDIX K: MEMBERSHIP/ACREDITATION WITH PROFESSIONAL BODY (where applicable)
(Bidder to attach Valid Membership of the Company with the professional bodies in the Built Environment and relevant qualifications with demonstration of Proven Experience)

Signed: Date:

Name: Position:

Tenderer:



APPENDIX L: INSURANCE CONFIRMATION (where applicable upon Award of Bid)
(Bidder to attach confirmation of professional indemnity and other insurances)

Signed: Date:

Name: Position:

Tenderer:

APPENDIX M: BIDDER STRUCTURE OF RESOURCES FOR THE PROJECT
(Bidder to attach structure of resources for the project)

Signed: Date:

Name: Position:

Tenderer:

APPENDIX N: Tenderers Experience

Name of party to the bid						
Names of Client (for which a <u>same or similar</u> service was rendered)	Description of service	Value of Construction Contract	Status of contract (Completed/ On-going)	Performance Period		Contact person and contact details (contact person, telephone and email)
				From (Date)	To (Date)	
						Name: Tel: Email:
Additional Comments:						
						Name: Tel: Email:

Additional Comments:

Name of party to the bid						
Names of Client (for which a <u>same or similar</u> service was rendered)	Description of service	Value of Construction Contract	Status of contract (Completed/ On-going)	Performance Period		Contact person and contact details (contact person, telephone and email)
				From (Date)	To (Date)	
						Name: Tel: Email:
Additional Comments:						
						Name: Tel:

						Email:
Additional Comments:						

Name of party to the bid						
Names of Client (for which a <u>same or similar</u> service was rendered)	Description of service	Value of Construction Contract	Status of contract (Completed/ On-going)	Performance Period		Contact person and contact details (contact person, telephone and email)
				From (Date)	To (Date)	
						Name:
						Tel:
						Email:
Additional Comments:						



Signed:

Date:

.....

.....

Name:

.....

Position:

.....

Tenderer:

.....

APPENDIX O: CV of KEY PERSONNEL

Complete and make copies of template as required

Position to hold for this project	
Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Education	
Major Experience in previous years related to similar type of projects	
Employer Details	
Client Name	
Reference details/ Letter of confirmation (Attach)	
Position Held	
Scope of work description/ Project description	
Project value Including VAT	
Duration: From (date) to (date)	
Professional Body Affiliation/ Accreditation	
Major Experience in previous years related to similar type of projects	
Employer Details	
Client Name	
Reference details/ Letter of confirmation (Attach)	
Position Held	

Scope of work description/ Project description	
Project value Including VAT	
Duration: From (date) to (date)	
Professional Body Affiliation/ Accreditation	
Major Experience in previous years related to similar type of projects	
Employer Details	
Client Name	
Reference details/ Letter of confirmation (Attach)	
Position Held	
Scope of work description/ Project description	
Project value Including VAT	
Duration: From (date) to (date)	
Professional Body Affiliation/ Accreditation	
Major Experience in previous years related to similar type of projects	
Employer Details	
Client Name	
Reference details/ Letter of confirmation (Attach)	
Position Held	
Scope of work description/ Project description	
Project value Including VAT	
Duration: From (date) to (date)	
Professional Body Affiliation/ Accreditation	
Major Experience in previous years related to similar type of projects	

Employer Details	
Client Name	
Reference details/ Letter of confirmation (Attach)	
Position Held	
Scope of work description/ Project description	
Project value Including VAT	
Duration: From (date) to (date)	
Professional Body Affiliation/ Accreditation	

If any member has to leave the project, the proposed replacement must have similar expertise (skills and qualifications) and experience.

APPENDIX P: TECHNICAL APPROACH PAPER / WORK METHODOLOGY

The Bidder shall attach a Technical paper approach and outline the proposed work methodology relating to **Transformation Imperative**. This must include a proposal to achieve a Contract Participation Goal of minimum 51%. The work methodology should articulate what **value-add** the respondent will provide in achieving the stated objectives for the project

APPENDIX Q: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

(Bidder to attach latest CSD Report, including registration no.)