Tender Reference: ELS6354/2020/RFP

CONTRACTOR APPOINTMENT FOR A PROFESSIONAL ELECTRICAL ENGINEERING SERVICES TO CONDUCT VARIOUS STUDIES ON THE ENTIRE ELECTRICAL NETWORK IN ORDER TO DETERMINE THE OPTIMAL OPERATIONAL REQUIREMENTS ON ALL DIESEL GENERATORS REQUIRED, CABLING, INDOOR AND DISTRIBUTION BOARD AT EAST LONDON AIRPORT.

MARCH 2020
# Tenderer’s Details

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Name of Tenderer (Bidding Entity)</strong></td>
<td><strong>(Full Name, i.e. (CC, (Pty) Ltd, JV, Sole Proprietor)</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Tel Number</strong></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Email</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Name of Contact</strong></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>National Treasury CSD Registration Number</strong></td>
<td></td>
</tr>
</tbody>
</table>
T1.1: TENDER NOTICE AND INVITATION TO TENDER

Request for Proposals for the Provision of professional electrical engineering services to conduct various studies on the entire electrical network in order to determine the optimal operational requirements on all diesel generators required, cabling, indoor and distribution board at East London Airport.

Tender Number: ELS6354/2020/RFP

Issue Date: 17th March 2020

Closing Date: 14th April 2020 @ 10:00 am

Briefing Session Date and Time: 26 March 2020 @ 11:00 am
<table>
<thead>
<tr>
<th>Number</th>
<th>Heading</th>
</tr>
</thead>
<tbody>
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<td>The Tender</td>
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<td>Instructions to Bidder</td>
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<td>Section 2</td>
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<td>Section 8</td>
<td>Briefing Session Form</td>
</tr>
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<td>Section 9</td>
<td>Declaration of Forbidden Practices</td>
</tr>
<tr>
<td>Section 10</td>
<td>Bidders must accept the ACSA Terms and Conditions</td>
</tr>
<tr>
<td>Section 11</td>
<td>Terms and Conditions of RFP</td>
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<td>Appendix</td>
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<tr>
<td>The Contract NEC3 Professional Services Contract (PSC)</td>
<td></td>
</tr>
<tr>
<td>Part C1: Agreement and Contract Data</td>
<td></td>
</tr>
<tr>
<td>C1.1</td>
<td>Form of Offer and Acceptance</td>
</tr>
<tr>
<td>C1.2</td>
<td>Contract Data (by Employer and Consultant)</td>
</tr>
<tr>
<td>C1.3</td>
<td>Occupational Health and Safety Agreement</td>
</tr>
<tr>
<td>C1.4</td>
<td>ACSA Insurance Requirements</td>
</tr>
<tr>
<td>Part C2: Pricing data</td>
<td></td>
</tr>
<tr>
<td>C2.1</td>
<td>Pricing Instructions</td>
</tr>
<tr>
<td>C2.2</td>
<td>Pricing Data</td>
</tr>
<tr>
<td>Part C3: Scope of Work</td>
<td></td>
</tr>
<tr>
<td>C3.1</td>
<td>Description of Services</td>
</tr>
<tr>
<td>Part C4: Site information</td>
<td></td>
</tr>
<tr>
<td>C4.1</td>
<td>Site Information</td>
</tr>
</tbody>
</table>
SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents


1.2. Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder’s return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. (Ref 1.2.2). The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder’s stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before 14TH APRIL 2020 at 10:00am using the following method(s):

1.2.1. Hand delivery:

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

TENDER NO: ELS6354/2020/RFP
REQUEST FOR PROPOSALS FOR THE PROVISION OF PROFESSIONAL ELECTRICAL ENGINEERING SERVICES TO CONDUCT VARIOUS STUDIES ON THE ENTIRE ELECTRICAL NETWORK IN ORDER TO DETERMINE THE OPTIMAL OPERATIONAL REQUIREMENTS ON ALL DIESEL GENERATORS REQUIRED, CABLING, INDOOR AND DISTRIBUTION BOARD AT EAST LONDON AIRPORT.

[NAME OF TENDERER]
Tender Box
EAST LONDON AIRPORT
ACSA ADMINISTRATION OFFICES,
1ST FLOOR BOARDROOM, 66 SETTLERS WAY, EAST LONDON AIRPORT.

1.2.2. Email submissions:

Email submissions will not be accepted.
1.2.3. Proposals must be in an original copy with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence.

1.3. **Alternative Bids**

No alternative bids will be considered.

1.4. **Late Bids**

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

1.5. **Clarification and Communication**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Onkgopotse Boikanyo</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td>Senior Buyer</td>
</tr>
<tr>
<td>Tel</td>
<td>+27 11 723 1568</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Onkgopotse.Boikanyo@airports.co.za">Onkgopotse.Boikanyo@airports.co.za</a></td>
</tr>
</tbody>
</table>

1.5.1. Request for clarity or information on the tender may only be requested until from 26th March 2020 to 3rd April 2020. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal.

1.5.2. Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

1.5.3. Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

1.5.4. 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. **Compulsory Briefing**

A non-compulsory briefing session will be held on **26 MARCH 2020 (11H00am)**. The session will be held at the following location:

**EAST LONDON AIRPORT**

**ADMINISTRATION OFFICES, 1ST FLOOR BOARDROOM,**

**66 SETTLERS WAY, EAST LONDON AIRPORT.**

1.7. **Bid Responses**

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

1.8. **Disclaimers**

It must be noted that ACSA reserves its right to:

1.8.1. Award the whole or a part of this tender;

1.8.2. Split the award of this tender;

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

1.8.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;

1.8.5. To reject the lowest acceptable tender received; and/or

1.8.6. Cancel this tender.
1.9. **Validity Period**

1.9.1. ACSA requires a validity period of **120 working days from closing date** of this tender.

1.9.2. During the validity period the prices which have been quoted by the bidder must remain firm and valid.

1.10. **Confidentiality of Information**

1.10.1. ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval form the bidder whose information is sought. Furthermore,

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

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

1.11. **Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

Free Fax: 0800 00 77 88

Email: acsa@tip-offs.com
SECTION 2: PRE-QUALIFICATION CRITERIA

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

2.2 If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond:

- Accordingly, bidders with a B-BBEE status level 1 or level 4 will be considered. Please note in the event of a joint venture (JV) a valid consolidated B-BBEE verification in the name of the JV shall be submitted.

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

2.4 Bidders must submit a SANAS approved B-BBEE Certificate or Sworn Affidavit as part of their submission.
SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

3.1 Background

Refer to Section C3 for Full Scope of Works and Specifications

3.2 Purpose of this Tender

Refer to Section C3 for Full Scope of Works and Specifications.

3.3 Scope of Work

Refer to Section C3 for Full Scope of Works and Specifications

3.4 Mandatory Administration Requirements

Only bidders meeting the following criteria will be considered for this tender:

a) Tenderer must sign and confirm Form of Offer (C1.1);
b) Tenderers must attend the compulsory briefing session.
c) Tenderers must complete and sign the declaration of interest form (SBD4)
d) Proof of a valid Letter of Good Standing with the Workers Compensation Commission

Bidder that do not meet all the above requirements will be disqualified and not evaluated further

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

Furthermore, it should be noted that NO award will be made to an entity which is not registered with National Treasury on the Central Supplier Database (CSD). Bidders are required to provide their unique registration number or proof of registration.
SECTION 4: PREFERENCE POINTS AND PRICE

4.1. Preference Points Claims

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

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

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

4.1.2 Either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

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

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
</tr>
<tr>
<td>80 or 90</td>
</tr>
<tr>
<td>B-BBEE Status Level of Contribution</td>
</tr>
<tr>
<td>20 or 10</td>
</tr>
</tbody>
</table>

Total Points for Price and B-BBEE must not Exceed 100

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

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

4.3. Definitions

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

4.3.3. “Black Designated Groups” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

4.3.4. “Black People” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

4.3.5. “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act 53 of 2003);

4.3.6. “Designated Group” means:

5.3.6.1 Black Designated Groups;

5.3.6.2 Black People;

5.3.6.3 Women;

5.3.6.4 People with disabilities; or

5.3.6.5 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;

4.3.7. “Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

4.3.8. “EME” means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

4.3.9. “Functionality” means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

4.3.10. “Military Veteran” has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;

4.3.11. “People with disabilities” has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;

4.3.12. “Person” includes a juristic person;

4.3.14. “Price” means price including all applicable taxes and all unconditional discounts;

4.3.15. “QSE” means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

4.3.16. “Rand Value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

4.3.17. “Rural Area” means:

5.3.1.1 a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or

5.3.1.2 an area including a large settlement which depends on migratory labour and remittances and govern social grants for survival, and may have a traditional land tenure system;

4.3.18. “Total Revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

4.3.19. “Township” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

4.3.20. “Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

4.3.21. “Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and

4.3.22. “Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.
4.4. **Adjudication Using A Point System**

5.3.2 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.

5.3.3 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.

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

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

5.3.5 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.

5.3.6 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.

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

4.6. **Points Awarded for Price**

**The 80/20 or 90/10 Preference Point Systems**

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

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

or

\[
P_s = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\[P_s\] = Points scored for comparative price of bid under consideration

\[P_t\] = Comparative price of bid under consideration

\[P_{\text{min}}\] = Comparative price of lowest acceptable bid
4.6.1. Points Awarded for B-BBEE Status Level of Contribution

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of Points (90/10 system)</th>
<th>Number of Points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

4.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.

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

4.6.1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

4.6.1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE
scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

4.6.1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.7. Bid Declaration

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

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

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

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

4.8.1 Bidders must note the transformation framework and Specifications forms of minimum 30% sub-consulting on Appendix J (Not Applicable)

4.8.2 Indicate:

4.8.2.1 The sub-contracted percentage is:______% 

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

- 4.8.2.2.1 black ownerships is: __________
- 4.8.2.2.2 black youth ownership is: __________
- 4.8.2.2.3 black women ownership is: __________
- 4.8.2.2.4 black people with disabilities ownerships is: __________;
- 4.8.2.2.5 black people in rural areas, underdeveloped areas or townships ownerships is: __________
- 4.8.2.2.6 black ownership of the co-operative is:________
- 4.8.2.2.7 black people who are military veteran ownership is: __________
- 4.8.2.2.8 Combined ownership of any of the above is: ______________.

4.8.3 A bidder may not sub-contract any portion of the tender after award without the written approval of a delegated ACSA representative.
4.9. Declaration with Regard to the Bidder

4.8.4 Name of bidding entity

4.8.5 VAT Registration

4.8.7 Company registration number:

4.8.8 Type of company / firm:

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

[TICK APPLICABLE BOX]

4.10. Describe principal business activities

________________________________________________________________________

________________________________________________________________________

4.11. Company Classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transportation, etcetera.

[TICK APPLICABLE BOX]

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

________________________________________________________________________

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

4.13.1. The information furnished is true and correct;

4.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section;

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

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

4.13.4.1. Disqualify the person from the bidding process;

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

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

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

4.13.4.5. Forward the matter for criminal prosecution.

Witnesses:

1. ______________________

   ______________________
   ______________________

   Signature(s) of bidder(s)

2. ______________________

   ______________________

   Date : ______________________

Address: ____________________________________________
SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria

5.1.1 ACSA will use pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria / Mandatory Administration Requirement / functionality / Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents / information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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

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

<table>
<thead>
<tr>
<th>Stage 1</th>
<th>Stage 2</th>
<th>Stage 3</th>
<th>Stage 4</th>
<th>Stage 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if bidders meet the pre-qualifying criteria</td>
<td>Check if bidders meet the Mandatory Requirements</td>
<td>Evaluate on functionality or the technical aspect of the bid</td>
<td>Evaluate price and Preference (B-BBEE)</td>
<td>Post tender negotiations</td>
</tr>
</tbody>
</table>

5.3 Pre-qualification

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

5.3.2 If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond
Accordingly, bidders with a B-BBEE status level 1 or level 4 will be considered. Please note in the event of a joint venture (JV) a valid consolidated B-BBEE verification in the name of the JV shall be submitted.

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

5.3.4 Bidders must submit a SANAS approved B-BBEE Certificate or Sworn Affidavit as part of their submission.

5.4 Mandatory Requirements

5.4.1 Only bidders meeting the following criteria will be considered for this tender:

a) Tenderer must sign and confirm Form of Offer (C1.1);

b) Tenderers must attend the compulsory briefing session.

c) Tenderers must complete and sign the declaration of interest form (SBD4)

d) Proof of a valid Letter of Good Standing with the Workers Compensation Commission

Bidder that do not meet all the above requirements will be disqualified and not evaluated further

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

NB: No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury.

5.5 Functionality

5.5.1 Evaluation

The functionality evaluation will be conducted by the end-user/the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on prequalification/threshold

5.5.2 Threshold

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum on each functional stage will not be considered further in the evaluation. Where bidders which fail to achieve the overall minimum of 60 points, as well as failing to achieve the
minimum number of points of the functional / technical evaluation sub-criteria on the functional stage shall not be considered further in the evaluation.

Tenderer must score a **minimum score per each sub criteria and an overall minimum threshold of 60 points out of 100** is required to be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (90/10 or 80/20).

The thresholds on each element of the evaluation are

<table>
<thead>
<tr>
<th>No</th>
<th>Evaluation Area</th>
<th>Max Points</th>
<th>Minimum Threshold</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Company Experience</td>
<td>36</td>
<td>18</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Professional Registration</td>
<td>4</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Key Staff Resource Experience</td>
<td>60</td>
<td>38</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td><strong>60</strong></td>
<td></td>
</tr>
</tbody>
</table>

Only Bidders scoring at least the **minimum threshold points for each sub-criterion of functionality** will be considered for further evaluation. Furthermore, the Bidder must score a minimum of **60 points out of 100** to be considered for further evaluation.

<table>
<thead>
<tr>
<th>Evaluation Area</th>
<th>Evaluation Criteria</th>
<th>Weighting</th>
<th>Min Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Company’s Previous Experience</td>
<td>Company Experience on similar projects</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Proven experience on designing electrical reticulation projects and successfully executed by the company.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Respondents must complete the relevant Form in the Returnable Documents for all successfully completed projects in the last 10 years.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NB:</strong> Proven experience must be demonstrated by means of list of sites and high-level detailed scope, Purchase orders, Tender awards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NB:</strong> References must include site where project was done and Contactable references</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Experience of Key Staff</td>
<td>ECSA Professional Reg.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>≤2 Sites &amp; 2 Referees = 12</td>
<td>36</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td>3 Sites &amp; 3 References = 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 Sites &amp; 6 References = 36</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(maximum 6 references)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 points per reference</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Registration with ECSA as a PrEng

<table>
<thead>
<tr>
<th>Registration with for the Electrical Engineer</th>
<th>No registration :0 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration with ECSA as a PrEng :4 points</td>
<td></td>
</tr>
</tbody>
</table>

**N.B Registration as a Professional is a Mandatory Requirement for this resource.**

### Experience of Key Staff

#### Electrical Engineer Experience

**Relevant project experience**

Completed projects must include work done on electrical reticulation projects, similar in nature and scope, designing and managing power systems projects and implementing projects in a live and operational environment.

**Relevant years of experience**

The experience must include work done on electrical reticulation projects, similar in nature and scope. Shall have experience in designing and managing power systems projects and implementing projects in a live and operational environment.

<table>
<thead>
<tr>
<th>Project Experience (Power Systems) project details and reference to be provided</th>
<th>30</th>
<th>18</th>
</tr>
</thead>
<tbody>
<tr>
<td>≤2 projects = 12 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 projects = 18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 projects = 30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**6 points per reference**

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>30</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 years = 10 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 years = 20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 years = 30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**5 points per reference**

### Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20 or 90/10. Price will amount to 80 or 90 points, whilst preference will be 20 or 10 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, et cetera. The pricing schedule to be completed is as follows:

**Bidders must only price in accordance with Part C2.** This will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.
## SECTION 6: RETURNABLE DOCUMENTS

### 6.1 Returnable Documents and information

<table>
<thead>
<tr>
<th>RETURNABLE DOCUMENTS AND INFORMATION</th>
<th>SUBMITTED [Yes or No]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priced offer NEC3 PSC Part C2</td>
<td></td>
</tr>
<tr>
<td>Declaration of Interest Form (SBD4) Section 7</td>
<td></td>
</tr>
<tr>
<td>Compulsory Briefing session Forms Section 8</td>
<td></td>
</tr>
<tr>
<td>Declaration of Forbidden Practices Section 9</td>
<td></td>
</tr>
<tr>
<td>Bidders must accept the ACSA Terms and Conditions Section 10</td>
<td></td>
</tr>
<tr>
<td>Terms and Conditions of RFP Section 11</td>
<td></td>
</tr>
<tr>
<td>Certificate of Authority to sign Tender Appendix A</td>
<td></td>
</tr>
<tr>
<td>Certificate of Authority of Joint Ventures (where applicable) Appendix B</td>
<td></td>
</tr>
<tr>
<td>Record of Addenda to Tender Documents Appendix C</td>
<td></td>
</tr>
<tr>
<td>Proposed Amendments and Qualifications Appendix D</td>
<td></td>
</tr>
<tr>
<td>Schedule of the Tenderer’s Experience Appendix E</td>
<td></td>
</tr>
<tr>
<td>Reference letter from the Client Appendix F</td>
<td></td>
</tr>
<tr>
<td>CV and Experience of Key Personnel Appendix G</td>
<td></td>
</tr>
<tr>
<td>Proof of Qualifications Appendix H</td>
<td></td>
</tr>
<tr>
<td>Proof of Professional Registration Appendix I</td>
<td></td>
</tr>
<tr>
<td>Transformation Framework and Specification forms Appendix J</td>
<td>N/A</td>
</tr>
<tr>
<td>Eligibility for Preference Points (B-BBEE Recognition Level) Appendix K</td>
<td></td>
</tr>
<tr>
<td>Proposed Subconsultant Appendix L</td>
<td></td>
</tr>
<tr>
<td>Letter of Good Standing with the Workers Compensation Commissioner Appendix M</td>
<td></td>
</tr>
<tr>
<td>Tax Clearance PIN (ACSA will not award a tender to a bidder whose tax affairs have not been declared to be in orders by SARS) Appendix N</td>
<td></td>
</tr>
<tr>
<td>SANAS approved B-BBEE Certificate or Sworn Affidavit Appendix O</td>
<td></td>
</tr>
<tr>
<td>Bidders must provide proof of registration with National Treasury’s Central Supplier Database (CSD) Appendix P</td>
<td></td>
</tr>
<tr>
<td>SBD 8 Declaration of Bidders Past Supply Chain Management Practices Appendix Q</td>
<td></td>
</tr>
<tr>
<td>SBD 9 Certificate of Independent Bid Determination Appendix R</td>
<td></td>
</tr>
</tbody>
</table>
6.2 Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.
SECTION 7: DECLARATION FORM

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ……………………………………………………………………………………………………………………………

2.2 Identity Number: ………………………………………………………………………………………………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder²): ……………………………………………………………………………………………………………………………

2.4 Company Registration Number: …………………………………………………………………………………………………………………………………………………………………………………

2.5 Tax Reference Number: …………………………………………………………………………………………………………………………………………………………………………………

2.6 VAT Registration Number: …………………………………………………………………………………………………………………………………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

“State” means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

²Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder YES / NO
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ..................................................
Name of state institution at which you or the person connected to the bidder is employed: ..................................................
Position occupied in the state institution: ..................................................

Any other particulars:
..................................................................................................................
..................................................................................................................
..................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
..................................................................................................................
..................................................................................................................
..................................................................................................................

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:
..................................................................................................................
..................................................................................................................
..................................................................................................................

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
..................................................................................................................
..................................................................................................................
..................................................................................................................

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.10.1 If so, furnish particulars.
..................................................................................................................
2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Reference Number</th>
<th>Tax Number</th>
<th>State Employee Number / Persal Number</th>
<th>Employee Persal</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

4 DECLARATION

I, THE UNDERSIGNED (NAME)…………………………………………………………………………………………………………………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.
<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>..</td>
<td>..</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Name of bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>..</td>
<td>..</td>
</tr>
</tbody>
</table>
SECTION 8: BRIEFING SESSION FORM

This is to certify that:

Bidder Name ____________________________________________________________

attended a briefing session which was held on ________ of ____________________ 2020.

Bidder was represented by:

Name: ________________________________________________________________
Designation: __________________________________________________________

This certification is made on behalf of ACSA by:

Name: ________________________________________________________________
Designation: __________________________________________________________
Signature: _____________________________________________________________
Date: __________________________________________________________________


**SECTION 9: DECLARATION OF FORBIDDEN PRACTICES**

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

I/We declare the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Penalty</th>
<th>Organ of State / State Owned Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Description</th>
<th>Organ of State / State Owned Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
</tr>
</tbody>
</table>

This declaration was signed on ______ of ____________________________ 201_____

Name: ________________________________________________________________

Designation: __________________________________________________________

Signature: _____________________________________________________________
SECTION 10: TERMS AND CONDITIONS OF RFP

10.1 Conditions of the request for proposal

10.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.

10.1.2 Any bids received after the tender closing date and time 14 February 2020 at 11:00am shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.

10.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.

10.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA’s terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.

10.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.

10.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
   a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
   b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.

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

10.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA) as a result of the bidder’s failure to comply with any representation made in the bidder’s bid, then the award shall be deemed null and void. ACSA’s aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.

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

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

10.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.

10.1.12 The tender must be executed in the name of the business actually proposing to perform the Services if awarded the contract. The tender must be signed by an authorised representative of the bidder.

10.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture must complete and sign the tender. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign the tender on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.
10.2 Binding Arbitration Provision

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

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

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

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

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

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

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

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

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

10.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.
10.3 RFP Acceptance

10.3.1 ACSA reserves the right to reject: -
   a. Incomplete bids;
   b. Late bids;
   c. Conditional bids;

10.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any
obligation to be responsible for any loss or financial damage which may be incurred or
suffered by any bidder.

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

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

10.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not
obligated to accept the whole or only one bid for purposes of the award of the contract or
contracts.

10.3.6 ACSA reserves the right to not award more than one contract to a Bidder.

10.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee
or any person related to or associated (including spouse, child, cousin, friend) with an
ACSA employee may (individually or through a corporate vehicle which includes a
company, close corporate, trust, partnership etc.) submit a bid for consideration by the
Evaluation Committee unless interest is declared and approved as per Delegated Level
of Authority.
SECTION 11: ACSA TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No:

1. Bidder’s Name and Contract Details

<table>
<thead>
<tr>
<th>Bidder:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address:</td>
<td></td>
</tr>
<tr>
<td>Correspondence to be addressed to:</td>
<td></td>
</tr>
<tr>
<td>Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Phone numbers:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
</tbody>
</table>

2. Proposal Certification

We hereby submit a Proposal in respect of the Provision of Professional Service Contract for Rehabilitation CTIA Runway 01/19 for Cape Town International Airport in accordance with Airports Company South Africa’s requirements.
• We acknowledge that Airports Company South Africa’s terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,

• We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.

• We accept that Airports Company South Africa’s Tender Board’s decision is final and binding.

• We certify that all forms of Proposal as required in the Proposal document are included in our submission.

• We certify that all information provided in our Proposal is true, accurate, complete and correct.

• This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.

• The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.

• The Proposal is binding on this Tenderer for a period which lapses after eighty-four (84) calendar days calculated from the closing date for Proposal submission.

• We acknowledge that the successful bidder will be excluded from participating in any way or form in the Design and Build consortium/ JV/ company undertaking the Remote Apron Stands project under a separate contract with Airports Company South Africa SOC Ltd.

<table>
<thead>
<tr>
<th>Thus, done and signed at</th>
<th>on this the</th>
<th>day of</th>
<th>2020</th>
</tr>
</thead>
<tbody>
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</table>

Signature:

Name:

For and behalf of:

Tendering entity name:
Capacity:
RETURNABLE DOCUMENTS

PART T2
Appendix A Certificate of Authority to Sign Tender

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.
Appendix B. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>DULY AUTHORISED SIGNATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
<td>Signature: . . . . . . .</td>
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<tr>
<td></td>
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<td>Name: ......................</td>
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<td>Signature: . . . . . . .</td>
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<td>Name: ......................</td>
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<td>Signature: . . . . . . .</td>
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<td></td>
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<td>Name: ......................</td>
</tr>
</tbody>
</table>

Signed

Name: ____________________________
Position: __________________________
Tenderer: __________________________

Date: _____________________________
Appendix C. Record of Addenda to Tender Documents

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
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</tbody>
</table>

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tender
Appendix D.  Proposed Amendments and Qualifications

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer’s attention is drawn to Terms and conditions of RFP Section 10 regarding the Employer’s handling of material deviations and qualifications.

<table>
<thead>
<tr>
<th>Page</th>
<th>Clause or item</th>
<th>Proposal</th>
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<tbody>
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</tbody>
</table>

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tender

---------------------------------------------------------------------------------------------------------------------------------
Appendix E: Schedule of the Tenderer's Experience

The tenderer’s relevant professional services work experience in the Built Environment will be evaluated. Tenderers should very briefly describe his or her experience in this regard and attach this to the schedule. The description should be put in tabular form with the following headings:

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number</th>
<th>Description of relevant work (service)</th>
<th>Value of work inclusive of VAT (Rand)</th>
<th>Period (From – To)</th>
<th>Date completed</th>
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Tenderer must complete the above template. Failure to complete may result in disqualification. The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

**Note:** When completing the above schedule, Tenderers must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

Signed

______________________________

Date

______________________________

Name

______________________________

Position

______________________________
Appendix F: Reference letters from Clients or Completion Certificate

Attach here

Signed

Name

Tender

Date

Position

Tender
Appendix G: Experience of Key Personnel

**ELECTRICAL ENGINEER (PROJECT EXPERIENCE)**

Make as many copies of this page as required

| Employer: ____________________________ |
| Contact person: ______________________ |
| Telephone number: ____________________ |
| Project site: ________________________ |

Description of contract/work (Please provide clear details of the work undertaken with applicable periods)

Period number _______ -

Work description:

Description of activities:

Value of work inclusive of VAT (Rand):

Work duration and Date completed:

Signed

Date

Name

Tenderer

----------------------------------------
----------------------------------------
**ELECTRICAL ENGINEER**

Make as many copies of this page as required

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number</th>
<th>Description of work (service) in the last ten (10) years</th>
<th>Value of work inclusive of VAT (Rand)</th>
<th>Period (From – To)</th>
<th>Date completed</th>
</tr>
</thead>
<tbody>
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</table>

The CVs of the key personnel must also be attached to this schedule:

**Note**: Tenderers must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

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

Signed

______________________________  Date

______________________________

______________________________

Tenderer
Appendix G: Experience of Key Personnel

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

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________

_________________________________
Appendix H. Certified Proof of Qualifications

Attach here (If foreign, qualification must be SAQA accredited)

Signed __________________________   Date ___________________________________

Name _____________________________   Position ___________________________________

Tender  ________________________________________________________________

Appendix I: Proof of Professional Registration

Attach proof of professional registration with relevant council or registration body.
APPENDIX J: Transformation Framework and Specification forms (Not Applicable)
Airports Company South Africa aims to contract predominantly with Empowering Suppliers per the definition in P010 004P (ACSA internal transformation policy) were this relates to:

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

1. Contract Participation Goals (CPG)

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

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

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

   3.1. Equity (Target 50%): 45% weighting.
   3.2. Management (Target 50%): 45% weighting
   3.3. Enterprise and supplier development: 10% weighting

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

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

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

   \[ P = (0.15 \times (D - Do) \times CA)/100 \]
- where D is the tendered contract participation goal percentage;
- Do is the contract participation goal which the Employer’s representative, certifies based on the credits passed, as being achieved upon completion of the contract;
- CA is the contract amount.
- P is the monetary value of penalty payable

No financial award is due for over performance on CPG.

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

6. Acceptance:

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

Signed: ..............................   Date: ..............................

Name: .................   Position: ..............................

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

<table>
<thead>
<tr>
<th>No</th>
<th>Sub-Consultant</th>
<th>Trade to be Sub-consulted</th>
<th>% of Works or Service to be Sub-consulted</th>
<th>Amount of Work or Service to be Sub-consulted</th>
<th>BBBEE Level</th>
<th>Designated Group and Ownership %</th>
<th>Contact Person and Contact Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>e.g.</td>
<td>ABC Consultants</td>
<td>Consulting</td>
<td>30%</td>
<td>R280,000</td>
<td>Level 1</td>
<td>Black – 100% Women – 80% Youth – 5% Disable – 5%</td>
<td>Mr. Bidder 031 123 4567 <a href="mailto:Bidder@abcconsultants.co.za">Bidder@abcconsultants.co.za</a></td>
</tr>
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</table>
Appendix K: Eligibility for Preference Points (B-BBEE Recognition Level)

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

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

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

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

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

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<th>Signed</th>
<th>Date</th>
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<tbody>
<tr>
<td>Name</td>
<td>Position</td>
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</table>
Appendix L: Proposed Subconsultant (Where applicable)

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

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

Attach the following:
- BBBEE certificate of proposed subconsultant(s)
- SARS Tax Certificate Pin or certified certificate
- Certificate of Incorporation

<table>
<thead>
<tr>
<th>Name and address of proposed Sub-consultant</th>
<th>Nature and extent of work Sub-consultant</th>
<th>Previous experience with Sub-consultant</th>
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</table>

Signed

Name

Date

Position
Appendix M: Letter of Good Standing with the Workers Compensation Commissioner
Attach letter of good standing with Workmen’s Compensation in accordance with the Compensation for Occupational Injuries and Diseases Act, 1993 – COIDA.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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<tbody>
<tr>
<td>Name</td>
<td>Position</td>
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<tr>
<td>Tenderer</td>
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</table>
All bid submissions must have a valid tax clearance SARS Pin as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance certificate in their personal capacities.

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<td>Name</td>
<td>Position</td>
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<tr>
<td>Tenderer</td>
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</table>
Appendix O: Sworn Affidavit or approved B-BBEE Verification Certificate

The bid must include a B-BBEE verification certificate issued by SANAS accredited ratings agency, or an IRBA Registered Accounting Practice.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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<tbody>
<tr>
<td>Name</td>
<td>Position</td>
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<tr>
<td>Tenderer</td>
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</table>
Appendix P: Bidders must provide proof of registration with National Treasury’s Central Supplier Database (CSD)

Attach here

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<th>Signed</th>
<th>Date</th>
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<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
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</table>
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system;
   c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied).</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Yes</td>
<td>No</td>
</tr>
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<td>--------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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**CERTIFICATION**

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

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

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

.................................................................  ........................................
Signature                                                      Date

.................................................................  ........................................
Position                                           Name of Bidder
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

___________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

___________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:______________________________________________, that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

…………………………………………………
Signature
………………………………
Date
…………………………………………………
Position
…………………………………………………
Name of Bidder
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NUMBER: ELS6354/2020/RFP

TITLE OF PROJECT: Request for Proposals for the Provision of professional electrical engineering services to conduct various studies on the entire electrical network in order to determine the optimal operational requirements on all diesel generators required, cabling, indoor and distribution board at East London Airport.

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at East London International Airport

(Registration Number: 1993/004149/30)

and __________________________________________

(Registration Number: __________________________)

for Request for Proposals for the Provision of professional electrical engineering services to conduct various studies on the entire electrical network in order to determine the optimal operational requirements on all diesel generators required, cabling, indoor and distribution board at East London Airport.

Contents:

Part C1 Agreements & Contract Data
Part C2 Pricing Data
Part C3 Scope of Works
Part C4 Site Information
Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the Provision of professional electrical engineering services to conduct various studies on the entire electrical network in order to determine the optimal operational requirements on all diesel generators required, cabling, indoor and distribution board at East London Airport.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

…………………………………………………………………………………………....................................
Rands;

(in figures) R…………………………………………..

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s) ..........................................................

Capacity ..........................................................

For the Bidder:

..................................................................................
<table>
<thead>
<tr>
<th>Name &amp; signature of witness</th>
<th>(Insert name and address of organisation)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the Employer

Agreements & Contract Data
Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

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

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

<table>
<thead>
<tr>
<th>For the Employer</th>
<th>For the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature (s)</td>
<td></td>
</tr>
<tr>
<td>Name (s)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Name and Address</td>
<td>Airports Company South Africa SOC Limited</td>
</tr>
<tr>
<td></td>
<td>OR Tambo International Airport</td>
</tr>
<tr>
<td></td>
<td>Private Bag X1, Kempton Park, 1627</td>
</tr>
<tr>
<td>Name &amp; Signature of witness</td>
<td>(Insert name and address of organisation)</td>
</tr>
<tr>
<td></td>
<td>(Insert name and address of organisation)</td>
</tr>
</tbody>
</table>
Part C1: Agreements and Contract Data

Part C1.2a Contract Data

Part one – Data provided by the **Employer**

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Main Option</td>
</tr>
<tr>
<td></td>
<td>Main Option</td>
<td>E: Time Based Contract</td>
</tr>
<tr>
<td></td>
<td>Dispute resolution Option</td>
<td>W1: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td>Secondary Options (incorporating amendments)</td>
<td>X7: Delay damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X10: Employer’s Agent</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X11: Termination by the Employer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X18: Limitation of liability</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Z: Additional conditions of contract of the NEC3 Engineering and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction Contract, April 2013</td>
</tr>
</tbody>
</table>

10.1 The *Employer* is (Name) Airports Company South Africa SOC Limited,

Cape Town International Airport

Address

Airports Company South Africa SOC Limited

Cape Town International Airport

Telephone
11.2(9) The services are Request for Proposals for the Provision of professional electrical engineering services to conduct various studies on the entire electrical network in order to determine the optimal operational requirements on all diesel generators required, cabling, indoor and distribution board at East London Airport.

11.2(10) the following matters will be included in the Risk Register
- Availability of as-built information
- Access to site
- Site constraints and constructability
- Statutory requirements and approvals

11.2(11) The Scope is in Part C3: Scope of Work

11.2(13) The Time Charge is the sum of the products of the each of the staff rates multiplied by the total staff time appropriate to that rate properly spent on work in this contract

12.2 The law of the contract is the law of the Republic of South Africa

13.1 The language of this contract is English

13.3 The period of reply is Seven (7) days

13.6 The period of retention is 1 year following Completion or earlier termination of a contract

2 The Parties’ main responsibilities

20.1 The Employer provides access to the following persons, places and things

<table>
<thead>
<tr>
<th>Access to</th>
<th>Access date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Information</td>
<td>Upon contract award</td>
</tr>
</tbody>
</table>

3 Time

30.1 The starting date is Upon signing of contract and issuing of BPA

30.2 The completion date is One year after signing of contract or 6 months after the end of the defects date, whichever is the latest

31.1 The Consultant submits a first (preliminary) programme 2 weeks after the contract start date
### 32.2 The Consultant submits revised programme at intervals of 4 weeks

### 4 Quality

<table>
<thead>
<tr>
<th>40.2</th>
<th>The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.</th>
</tr>
</thead>
<tbody>
<tr>
<td>41.2</td>
<td>The defects date is 52 weeks after Completion of the whole of the services</td>
</tr>
<tr>
<td>43.2</td>
<td>The defects correction period is Two (2) weeks</td>
</tr>
</tbody>
</table>

### 5 Payment

<table>
<thead>
<tr>
<th>50.1</th>
<th>The assessment interval is Every month, on the 25th day of each successive month</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.1</td>
<td>The period within which payment is made is Statement + 30 days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>51.2</th>
<th>The currency of this contract is South African Rand</th>
</tr>
</thead>
</table>

| 51.4 | The interest rate is The prime lending rate of the Nedbank Bank as determined from time to time |

### 6 Compensation events

No additional data required for this section of the conditions of contract.

### 7 Rights to material

No additional data required for this section of the conditions of contract.

### 8 Indemnity, insurance and liability

| 81.1 | The Consultant provides the insurance stated in The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Consultant risk from the starting date until the Defects Certificate or a termination certificate has been issued. |

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract for any one event is:

As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993

### 9 Termination

Refer to Secondary Clause X11

### 10 Data for Main Options

| E | Time based contract As defined by the staff rates in the contract |
11 Data for Option W1

W1.1 The Adjudicator is The person appointed jointly by the parties from the list of adjudicators contained below.

W1.2 The Adjudicator nominating body is The current Chairman of Johannesburg Advocate’s Bar Council.

W1.4 The tribunal is Arbitration.

If the tribunal is arbitration, the arbitration procedure is The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa).

The place where arbitration is to be held is Johannesburg, South Africa.

The person or organisation who will choose an arbitrator The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

12 Data for Secondary Option Clauses

X7 Delay Damages

X7.1 Delay damages of the whole of the services are Amount per week is 1% up to a maximum of 10% total value of the Professional fees.

X10 The Employer’s Agent

X10.1 The Employer’s Agent is Name: Peter Sibande

Address: Airports Company South Africa
East London Airport

The authority of the Employer’s Agent is to act on behalf of the Employer with the authority set out in the Contract Data.

X11 Termination by Employer

X11.1 The Employer may Terminate the Consultant’s obligation to Provide the services for a reason not stated in this contract by notifying the Consultant.
X18  Limitation of Liability

X18.1 The Consultant’s liability to the Employer for indirect or consequential loss is limited to Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue

X18.2 For any one event, the Consultant’s liability to the Employer for loss of or damage to the Employer’s property is limited to The total of the Prices

X18.3 The end of liability date is 52 weeks after Completion of the whole of the services

Z ADDITIONAL CONDITIONS OF CONTRACT

Z1 Estimation of fees

It is specifically recorded that the fees charged by the consultant for services rendered in connection with and/or under this Contract shall be in terms of:

Z2 Tax invoices

The Consultant’s invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the Consultant to the Employer include
• the details stated in the Scope to show how the amount due has been assessed, and
• the details required by the Employer for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace with:

Each payment is made by the Employer within five (5) weeks of receiving the Consultant’s invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

Z3 Communications and Notices

Z3.1 Add to the end of the first sentence in core Clause 13.1:

All notices, notifications, requests, demands or other communications shall be deemed to have reached the other Party –
- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting;
- if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.
Z4 Appointment of the Adjudicator
An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below.

The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013.

### Panel of Adjudicators

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; e mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535 1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>
Z4.1 **Appointment of the Arbitrator**

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Arbitrator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Arbitrator listed in the Panel of Arbitrators below.

<table>
<thead>
<tr>
<th>Name</th>
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<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>

Z5 **Interpretation of the law**

Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z6 **Providing the Works: Delete core clause 20.1 and replace with the following:**

The *Consultant* will supervise the works in accordance with the Works Information and warrants that the results of the Works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.

Z7 **Extending the defects date: add the following as a new core clause 46:**

Z7.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

Z7.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z7.3 The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z8 **Termination**
Z8.1  Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Z9  Cession, delegation and assignment

Z9.1  The Consultant shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld.

Z9.2  The Employer may, on written notice to the Consultant, cede and delegate its rights and obligations under this contract to any person or entity.

Z10  Ethics

Z10.1  The Consultant undertakes:

Z10.1.1  not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2  to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2  The Consultant's breach of this clause constitutes grounds for terminating the Consultant's obligation to Provide the Works or taking any other action as appropriate against the Consultant (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3  If the Consultant is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.

Z11.  Confidentiality

Z11.1.  All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Consultant and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Project Manager or the Employer, which consent shall not be unreasonably withheld.

Z11.2  If the Consultant is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Project Manager.

Z11.3  This undertaking shall not apply to –

Z11.3.1  Information disclosed to the employees of the Consultant for the purposes of the implementation of this agreement. The Consultant undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2 Information which the Consultant is required by law to disclose, provided that the Consultant notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Consultant may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the Consultant, enters the public domain or to information which was already in the possession of the Consultant at the time of disclosure (evidenced by written records in existence at that time).

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Employer.

Z11.5 The Consultant ensures that all his Sub-Consultants abide by the undertakings in this clause.

Z12. Employer's Step-in rights

Z12.1 If the Consultant defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Project Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the Consultant) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Consultant.

Z12.2 The Consultant co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Consultant under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Project Manager to achieve this end.

Z13 Intellectual Property

Z13.1 Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z13.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

Z13.3 The Consultant gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

Z13.4 The Consultant shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights (“the claim”), which arises out of or in relation to:

Z13.4.1 the Consultant's design, manufacture, construction or execution of the Works;

Z13.4.2 the use of the Consultant's Equipment, or

Z13.4.3 the proper use of the Works.
Z13.5 The Employer shall, at the request and cost of the Consultant, assist in contesting the claim and the Consultant may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z14 Dispute resolution: The following amendments are made to Option W1:

Z14.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”: “excluding disputes relating to termination of the contract”.

Z14.2 The following clauses are added at the end of clause W1.3:

Z14.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”

Z14.2.2 “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration.”

Z15 The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z16 The successful consultant will be excluded from participating in any way or form in the Design and Build consortium/ JV/ Company undertaking the Remote Apron Stands project under a separate contract with Airports Company South Africa SOC Ltd.

Z17 Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern as per the Form of Offer.
Part C1: Agreements and Contract Data

Part C1.2b  Contract Data

Part two – Data provided by the Consultant

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Consultant is (Name):</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tel No.:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax No.:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email:</td>
</tr>
</tbody>
</table>
22.1 The Consultant’s key persons are:

1. Name:
   
   **Job:**
   
   Responsibilities:
   
   Qualifications:
   
   Experience:

2. Name:
   
   **Job:**
   
   Responsibilities:
   
   Qualifications:
   
   Experience:

---

11.2(3) The completion date for the whole of the services is as required by ACSA

11.2(10) The following matters (if any) will be included in the Risk Register
   - Availability of As-Built Information
   - Access to Site
   - Progress vs Programme
   - Cash Flow Management

11.2(13) The staff rates are as stated in the Pricing Data

25.2 The Employer provides access to the following persons, places and things

<table>
<thead>
<tr>
<th>access to</th>
<th>access date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 All As-built Information &amp; existing services</td>
<td>Upon award of the project(s)</td>
</tr>
<tr>
<td>2 Relevant Engineering, Operational and Maintenance Personnel of ACSA</td>
<td>Upon award of the project(s)</td>
</tr>
</tbody>
</table>

E Time Based Contract
PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

| Name of Organisation: | AIRPORTS COMPANY SOUTH AFRICA  
| East London Airport |
| Physical Address: | Airports Company South Africa  
| Administration Office, 66 Settlers Way, 1st Floor,  
| East London, Eastern Cape, South Africa, 5201 |

Hereinafter referred to as “Client”

| Name of organisation: |

| Physical Address |

Hereinafter referred to as “the Mandatary/Principal Contractor”
MANDATORY’S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.

2. “Mandatory” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatory undertakes for the client.

9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor’s employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client’s premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and/or their employees are present on the Client’s premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
   a. Public Liability Insurance Cover as required by the Subcontract Agreement.
   b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and/or their Subcontractors and/or their respective employee’s acts and/or omissions on the Client’s premises.
The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client’s premises must be performed under the close supervision of the Mandatary’s employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client’s premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client’s premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client’s premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client’s machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client’s premises. Anyone suspected to be under the influence of alcohol, or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.
FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.

2. The Mandatary confirms that he has been informed that he must report to the Client’s management, in writing anything he/she deems to be unhealthy and/or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client’s employees and other persons in any way whilst performing work on the Client’s premises.

4. The Mandatary understands that no work may commence on the Client’s premises until

5. this procedure is duly completed, signed and received by the Client.

6. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

Mandatary – WCA/ Federated Employers Mutual No………………………………..

Expiry date ……………………………………………………………………………………

________________________________________
SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign) 

DATE

________________________________________
SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE
PART C1: AGREEMENTS AND CONTRACT DATA
C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

**Landside** refers to:
- 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.

**Airside** refers to:
- The Apron / manoeuvring areas; and
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.
SECTION B: INSURANCE CLAUSES

4. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the AIRSIDE

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

4.1 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 should re-insure the deductibles.

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of 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 should re-insure the deductibles.

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of 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.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
Part C2: PRICING DATA

C2.1 Pricing Instructions

Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.

2. The Price Schedule covers the items that will be re-measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers do not have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.

3. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, escalation, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.

4. Costs for all methods of communication are included in the fee and/or rates.

5. Special printing requirements are included in the fee and/or rates.

6. Provision of standard computer hardware and software are included in the fee and/or rates.

7. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates.

8. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.

9. Variations in the Scope and extent of the Services shall be allowed to meet the Employer’s requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.

10. All quantities are provisional and shall be expended as directed by the Employer’s Agent and any balance remaining shall be deducted from the amount of the contract sum.

11. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
C2.2 Price Schedule

Pricing structure per activity, as per the proposal submitted

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Activity Description</th>
<th>Tendered Percentage Fee</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Provide engineering services as described in the Scope of Work in respect of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Planning, Load studies, Investigations and Assessments,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 1 – Inception</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 2 – Concept and Viability</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 3 – Design Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 4 – Documentation and Procurement</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 5 – Contract Administration and Inspection</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Stage 6 – Close-Out</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Estimated Project Value</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(a) ( \text{R} \ 1 \ 800 \ 000.00 )</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tendered basic fee as a percentage of the estimated contract value (a) above</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) = 8%</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Price (c) = (0.08) x (a)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>100</td>
<td>(c)</td>
</tr>
</tbody>
</table>

TOTAL OF NORMAL SERVICES

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Program Stage</th>
<th>Activity Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Stage 1</td>
<td>Inception Report</td>
<td>R</td>
</tr>
<tr>
<td>2</td>
<td>Stage 2</td>
<td>Concept and Viability</td>
<td>R</td>
</tr>
<tr>
<td>3</td>
<td>Stage 3</td>
<td>Detail Design</td>
<td>R</td>
</tr>
<tr>
<td>4</td>
<td>Stage 4</td>
<td>Documentation and Procurement</td>
<td>R</td>
</tr>
<tr>
<td>5</td>
<td>Stage 5</td>
<td>Contract Administration and Inspection</td>
<td>R</td>
</tr>
<tr>
<td>6</td>
<td>Stage 6</td>
<td>Close-out</td>
<td>R</td>
</tr>
</tbody>
</table>

Sub-Total 1 \( R \)

10% Contingency \( R \)

Total Fees (Excluding Vat) \( R \)

Vat \( R \)

Total Fees (Including Vat) \( R \)
**DISBURSMENT SCHEDULE**

(a) Only project related costs listed below and presented to ACSA will be compensated by ACSA.

(b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.

(c) All rates are exclusive of VAT

(d) Cellular calls and Travelling during Construction will be recovered through the Contractors’ Claim.

(e) Health and Safety Agent will be recovered through Disbursements.

(f) No mark-up on any disbursement cost will be paid.

(g) No payment for disbursement will be made for the following:
   - Travelling (except for on-site travelling) and accommodation
   - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
   - Telephone calls
   - Cellular calls
   - Computer costs
   - Telefaxes (outgoing or incoming)
   - Email (sent or received)

Above expenses by the Tenderer are deemed to be inclusive in their professional fees.
Part C3: SCOPE OF WORK

C3.1 Employer’s Scope of Services

1. Scope of Services

ELS airport is supplied by Buffalo City Metro Municipality for primary electrical power and supplemented by distributed standby generators and in-line UPS’s. Subsequently there is evidence of lack of security of supply during primary supply failure, with a specific focus for the terminal generator. The current terminal generator was commissioned in 2009 thus is the generator still has useful life of at least about 10 years according to the EAM’s core functional criteria.

The Terminal Building Diesel Generator has a capacity of 500 kVA (400kW, 400-Amps supply) and it does not meet the demand load during power outages. It has a recorded demand of 75% of the capacity. The Airport has recorded 62 power outages since 2014 which affected the retail shops, restaurants, car depots and the hanger area occupants. East London suffers from Buffalo City Metro Municipality (BCMM) regular extended power outages that results with the generator running for extended periods and the longest duration of the outage was 39 hours. The restaurants require an additional load of 160 kW (280-Amps) excluding other requests from other tenants which the existing generator cannot cater for retail shops, restaurants, car depots and the hanger area occupants. The generator needs to be replaced due to the following:

• Expected load increase due to the expansion of the Departure lounge area, and planned phase 2 expansion of the 1st floor office areas.
• Unable to meet Stakeholders demand and that is affecting the ASQ ratings.

This appointment will ensure that there is a Professional services contract in place for the load flow study to determine the need for the replacement of the Terminal Building Diesel Generator and the additional need from the network.

Purpose of this Tender

The purpose of this tender is to appoint a professional firm to conduct various studies (load flow study) on the entire electrical network in order to determine the optimal operational requirements on all Diesel Generators required, Cabling, Indoor and Distribution board at East London Airport.
Scope of Works

The objective of this project is to assess the network for any limitation for voltage, thermal and forecasted loads with a specific focus to upgrade the 500 kVA (400kW, 400-Amps supply) Diesel Generators for supplying, delivery install and commission a new Diesel Generator at the Terminal Building. The assessment, upgrade and installation will ensure continuation and reliability of essential services and regulatory compliance during unplanned power outages.

Procure the services of a professional team to perform network assessment and strategic studies on the entire electrical network to include:

- Build Network Models
- Analyze existing network capability
  - Existing Loads
  - Future Loads such as: Changes of runway category to a bigger runway
- Terminal expansion Analyze reliability requirements
- Identify constraints / problem statements
- Simulate additional load scenario
- Simulate forecasted load with additional load included
- Use 80% loading to advise reserve margin
- Analyze (n-1) to ensure security of supply
- Provide alternative point of supply if network is constraint
- The specific focus around the terminal secondary power supply and its security. Expansion of Terminal Building in order to determine the optimal sizing of the new Terminal Building Diesel Generator required, Cabling, Indoor (Container if the proposed generator cannot be housed in the current existing container), Distribution board and project management for the required Diesel Generator at East London Airport Terminal Building.
- To use the same network assessment and associated studies report for procuring other items that would form part of the network.
• Supply, deliver, install and commission new recommendations around the Diesel Generator at Terminal Building, the Generator size will depend on the results of the load flow study and future loads.

• Replace the associated Low Voltage control panel board with the new panel and modern components depending on the load flow study results.

• Fault levels study and assessment in relation with the new proposed solution

Quality and Standard:

The equipment must meet all the applicable international and local requirements for safety, construction, and accuracy, including OHS Act, SANS, IEC, SABS etc. requirements. The standards shall be guided by the final design. Notwithstanding the design standards, the following minimum standards are to be met:

• SANS 10142: The wiring of premises Part 1: Low-voltage installations.

• SANS 10142: The wiring of premises Part 2 High voltage installations.

• SANS 369 parts 1 and 2: Code of practice for the operation of fire protection measures.

• Replace the associated 400V cables with new cabling depending on the load flow study results.


2. General

The Consultant is required to make provision for all the costs required to execute the scope of the services in the pricing data. The contract is a lump sum and no variation in price will be allowed during execution of the project. It shall be deemed that the Consultant has sufficiently catered for all the costs to execute the scope of services.
C3.4 REQUIREMENTS OF GOVERNMENT’S PROGRAMME FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

C3.4.1 SCOPE

1. GOVERNMENT POLICY

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

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

2. APPLICABLE LEGISLATION

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

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

C3.4.2 DEFINITIONS

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

12) **SADC**  
Southern African Development Community

<table>
<thead>
<tr>
<th>TABLE A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Size</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>Medium</td>
</tr>
<tr>
<td>Small</td>
</tr>
<tr>
<td>Very Small</td>
</tr>
<tr>
<td>Micro</td>
</tr>
</tbody>
</table>

**C3.4.3 CONTRACT PARTICIPATION**

Airports Company South Africa aims to contract predominantly with Empowering Suppliers per the definition in P010 004P (ACSA internal transformation policy) were this relates to:  
- an increase in local production,  
- raw material beneficiation  
- retention and employment of black people  
- the transfer of skills to black owned EME’s and QSE’s.

1. **Contract Participation Goals (CPG)**  

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

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

3. **CPG for this contract will be at 50% which will consist of the following B-BBEE elements:**  
   - 3.1. Equity (Target 50%): 45% weighting.  
   - 3.2. Management (Target 50%): 45% weighting  
   - 3.3. Enterprise and supplier development: 10% weighting

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

5. **In the event that the Contractor/consultant fails to substantiate that any failure to achieve the contract participation goal relating to the granting of a preference was due to quantiative underruns, the elimination of items, or any other reason beyond the Contractor’s control which may be acceptable to**

6. **the Employer, the Contractor/Consultant shall be liable to pay to the Employer a financial penalty calculated in the following manner:**

\[ P = (0.15 \times (D - Do) \times CA)/100 \]
- where D is the tendered contract participation goal percentage.
- Do is the contract participation goal which the Employer’s representative, certifies based on the credits passed, as being achieved upon completion of the contract;
- CA is the contract amount.
- P is the monetary value of penalty payable

No financial award is due for over performance on CPG.

7. Sample score sheet for Calculation of Contract Participation goals

<table>
<thead>
<tr>
<th>Ownership</th>
<th>Target 51%</th>
<th>Method 1</th>
<th>% of contract being executed by prime contractor</th>
<th>% Black ownership</th>
<th>Effective</th>
<th>Total CPG</th>
<th>Weighting</th>
<th>CPG</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Method 2</td>
<td>Method 3:</td>
<td>% on contract being executed by targeted sub contractors</td>
<td>% Black ownership</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>% on contract being executed targeted JV partners</td>
<td>% black ownership</td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td>% on contract being executed targeted sub contractors</td>
<td>% black ownership</td>
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<td></td>
<td></td>
<td>% on contract being executed targeted JV partners</td>
<td>% black ownership</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>% on contract being executed targeted sub contractors</td>
<td>% black ownership</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management</th>
<th>Target 51%</th>
<th>Method 1</th>
<th>% of contract being executed by prime contractor</th>
<th>% Black Management</th>
<th>Effective</th>
<th>Total</th>
<th>Weighting</th>
<th>CPG</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Method 2</td>
<td>Method 3:</td>
<td>% on contract being executed targeted JV partners</td>
<td>% Black Management</td>
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<td>% on contract being executed targeted sub contractors</td>
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<td>% on contract being executed targeted JV partners</td>
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<td>% on contract being executed targeted sub contractors</td>
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<th>Effective</th>
<th>Total</th>
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<td>% on contract being executed targeted sub contractors</td>
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Part C4: Site Information

1. Description of the Site and its surroundings
C4.1 Site Location

EAST LONDON AIRPORT

Private Bag X109, East London,
Eastern Cape, South Africa,
5200

The works to be done under this project is located on both landside and airside precinct of the East London Airport (ELS). The works shall be executed while normal operations will continue during the implementation of this project while taking into consider the load shedding schedules. The airside precinct is a restricted access every precaution needs to be considered when doing any work site inspections and or investigations on site. The figure 1 below indicates some of the substations that a Consultant may wish to visit during the load study.

![Locality map of the ELS precinct](image)

**Figure 1: Locality map of the ELS precinct**