



BID DOCUMENT

FOR

CONTRACTOR APPOINTMENT FOR REHABILITATION OF RUNWAY 0220 AND TAXIWAYS AT BRAM FISCHER INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS.

Bid Reference Number: BFIA 7559/2024/RFP

JULY 2024

Issued by
Airports Company South Africa
Bram Fischer International Airport

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, subsequent to which, all references to the term "Tenderer(s)" then become synonymous with the term "Contractor".

VOLUME 3

NAME OF BIDDER:

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

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

BIDDER'S DETAILS

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

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Rehabilitation of Runway 0220 and Taxiways at Bram Fischer International Airport for a period of 12 Months.

Only tenderers who are a CIDB contractor grading of **9CE** as stated on the Tender Data may submit tender offers.

Preference shall be given to tenderers who satisfy the prescribed objective criteria (refer to Tender data)

Mandatory Administration Criteria

All bidding companies are to comply with the following minimum requirements:

1. Attendance of compulsory briefing session and Site Inspection.
2. Completed in full and signed Form of offer – C1.1
3. Active CIDB contractor grading of 9CE will be accepted.

Tender Document Availability

Tender document are available from **15th July 2024** for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders> . Kindly print and complete.

Queries relating to the issue of these documents may **ONLY** be addressed in writing to **Mr Thami Mncube**, E-mail address: Thami.Mncube@airports.co.za

Closing date for enquiries is **06 August 2024 at 23:59**.

Compulsory Briefing and Non-Compulsory Site Inspection

A compulsory site briefing and inspection will be held at Bram Fischer International Airport on **24 July 2024 at 11h00**. The compulsory Briefing and site inspection will have the following program:

- | | |
|--|--------------------|
| 1. <i>Permits and signing of attendance register at BFIA Permit office</i> | <i>09h00-11h00</i> |
| 2. <i>Escort to the training Centre</i> | <i>11h00-11h30</i> |
| 3. <i>Briefing session</i> | <i>11h30-12h30</i> |
| 4. <i>Non-Compulsory Site Inspection</i> | <i>13h00-15h00</i> |

The compulsory briefing and site inspection will be held at the airside (where aircrafts manoeuvre) of the airport. Bidders **must** obtain a **one-day visitors permit** from the permit office situated at the Airport. A valid **South African ID, Smart Card or South African Passport** will be required in order to be issued with a one-day visitors permit. Bidders must wear **reflective safety vest and safety boots** to be allowed access to the airside. **There will be no spare reflective vest and boots issued to bidders by ACSA.**

Bidders arriving after 11h00 at the permit office will not be allowed into the briefing session.



Closing Date

The closing time for receipt of tenders is **14 August 2024 at 12h00 MIDDAY** (South African Time).
Tenders must be placed inside the tender box at:

Finance Office
Terminal Building
Bram Fischer International Airport
1 Old Thaba Nchu Road
Bloemfontein
9300

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will **NOT** be accepted.

No late tenders will be accepted after closing date and time.

Bidders to ensure that their names and contacts details are reflected on the cover page of the bid document.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the **Standard for Developing Skills through Infrastructure Contracts** (published in GN 48491 or 28 April 2023). Refer to form C15 for the returnable document.

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The documents listed below will form part of this contract. The tender documents issued by the Employer comprise Volumes 3, 4 and 5. The employer does not supply Volumes 1 and 2. Tenderers are to acquire their own copies of these documents.</p> <p>Volume 1: The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel.: 011-805 5947).</p> <p>Volume 2: The Standard General and Technical Specifications for Civil Works shall be the COTO - Standard Specifications for Road and Bridge Works or South African Road Authorities 2020.</p> <p>Volume 3:</p> <p>Part T1 - Tendering Procedures: T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender</p> <p>Part T2 - Returnable Document: T2.1 List of returnable documents T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule C2.1 Pricing instructions C2.2 ACSA Service Level Agreement – GCC2015 3rd Edition</p>

	<p>C2.3 Bills of Quantities Section 1 - Preliminaries</p> <p>Part C3: Scope of work Part C4: Site information Part C5: Annexures</p> <p>Volume 4: Tender Drawings (for tender purposes)</p> <p>Volume 5: Procedure Manual for Working Airside</p>
C.1.4	<p>The Employer's Agent is: Thami Mncube (SCM Representative) Email address: Thami.Mncube@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ol style="list-style-type: none"> due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. funds are no longer available to cover the total envisaged expenditure; or no acceptable tenders are received. there is a material irregularity in the tender process. <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification,</p>

	<p>specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least ten (10) working days before the closing time stated in the tender data. No Clarification may be entertained within ten days from closing date.</p>
C.2.9	Insurance

	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Finance Office Terminal Building</p> <p>Physical Address: Bram Fischer International Airport 1 Old Thaba Nchu Road Bloemfontein 9300</p> <p>Identification details Bid Ref: BFIA 7559/2024/RFP</p>

	<p style="text-align: center;">Title: Rehabilitation of Runway 0220 and Taxiways at Bram Fischer International Airport</p> <p style="text-align: center;">Closing 14 AUGUST 2024 at time 12H00 MIDDAY</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for twelve (12) weeks for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>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.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to ten (10) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>There will be public opening of tenders on the 14 AUGUST 2024 at 12h30. The tender opening meeting will be held in the ECC boardroom at Bram Fischer International Airport. Tender opening register will be made available to all bidders who submitted a bid.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>

	<p>ACSA may reject and disqualify a bid if the bidder altered any part of this document from its original form. In addition, ACSA may cancel the contract if after the award, it is discovered that any part of this bid document was altered in any way.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents (check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.



C.3.10	<p>Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>																						
C.3.11	<p>A staged approach will be used to evaluate tenders.</p> <p>Table 1 of T1.2</p> <table border="1" data-bbox="284 584 1541 965"> <thead> <tr> <th data-bbox="284 584 448 663">Stage 1</th> <th data-bbox="448 584 635 663">Stage 2</th> <th data-bbox="635 584 799 663">Stage 3</th> <th data-bbox="799 584 970 663">Stage 4</th> <th data-bbox="970 584 1118 663">Stage 5</th> <th data-bbox="1118 584 1238 663">Stage 6</th> <th data-bbox="1238 584 1409 663">Stage 7</th> <th data-bbox="1409 584 1541 663">Stage 8</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 663 448 965">Test for Responsiveness As per Clause C3.8.</td> <td data-bbox="448 663 635 965">Mandatory Requirements</td> <td data-bbox="635 663 799 965">Check if minimum local content and production thresholds have been met (if applicable).</td> <td data-bbox="799 663 970 965">Evaluate on functionality or the technical aspect of the bid.</td> <td data-bbox="970 663 1118 965">Evaluate price and Preference</td> <td data-bbox="1118 663 1238 965">Objective Criteria.</td> <td data-bbox="1238 663 1409 965">Post tender negotiations.</td> <td data-bbox="1409 663 1541 965">Security Vetting (Will be conducted if deemed necessary)</td> </tr> </tbody> </table> <p>Stage 1 Test for responsiveness as outlined by the clause C3.8 above.</p> <p>Stage 2 Mandatory Administration Criteria</p> <ol style="list-style-type: none"> Completed in full and signed Form of offer C1.1. Attendance of compulsory briefing session. CIDB contractor grading of 9CE or above will be accepted. <p>Stage 3 Local Content and Production</p> <p>Bidders must complete and return SBD 6.2 (Declaration of Local Content and Production form) on the closing date and time of this bid. ACSA will disqualify any bidder which has not submitted the SBD 6.2 and the supporting Annexures (C, D and E) forms on the closing date and time.</p> <p>Stage 4 Functionality Evaluation Criteria</p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability, and functionality.</p> <p>The functionality evaluation will be conducted by the Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:</p> <p>Functionality Criteria</p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience, to deliver the required product in accordance with the specified quality, reliability, and functionality.</p> <p>Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total Quality points allocated shall be 100. Tenderer must score minimum score per each sub-criterion (as per table 2 of T1.2 below) and an overall minimum threshold of 70 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 split).</p>							Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8	Test for Responsiveness As per Clause C3.8.	Mandatory Requirements	Check if minimum local content and production thresholds have been met (if applicable).	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference	Objective Criteria.	Post tender negotiations.	Security Vetting (Will be conducted if deemed necessary)
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8																
Test for Responsiveness As per Clause C3.8.	Mandatory Requirements	Check if minimum local content and production thresholds have been met (if applicable).	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference	Objective Criteria.	Post tender negotiations.	Security Vetting (Will be conducted if deemed necessary)																

Table 2 of T1.2

Sub-criterion	Minimum	Maximum
Relevant Company Experience	20 Points	30 points
Contract Manager: Professional Registration.	10 Points	10 Points
Contract Manager: Relevant Project Experience	20 Points	30 Points
Construction Manager: Professional Registration.	10 Points	15 Points
Construction Manager: Relevant Project Experience	10 Points	15 Points
Total	70 Points	100 Points

(a) Tenderers are required to list their **relevant project experience**. Relevant shall be defined as works of a similar nature in respect of construction of asphalt roads which includes:

- i. Include Periodic maintenance contracts only if it includes pavement rehabilitation, resurfacing, overlays and thin overlays in its scope of works,
- ii. Include Routine Road Maintenance only if scope includes overlays and thin overlays in its scope of works,
- iii. Pavement rehabilitation
- iv. Overlays
- v. Thin Overlays
- vi. Full reconstruction
- vii. Gravel to asphalt upgrades
- viii. Resurfacing

It is the Bidders responsibility to ensure that the above description regarding the project relevance are clearly articulated in Form A5 (for Company Experience), Form C7 (Contracts Manager Experience) and Form C8 (Construction Manager).

(b) Only a maximum of three (3) projects will be evaluated. Zero points will be awarded if there are no projects listed under categories listed below. The points indicated refer to the maximum points a tenderer can score under each criterion. Tenderers shall be required to score a minimum score for each sub-criterion as indicated.

The projects will be evaluated on the basis of the above-described relevance as follows:

1. Relevant Company Project Experience (20 Minimum Points; 30 Maximum Points)

List of completed Asphalt Road Construction Projects . All projects listed for this sub-section must be completed projects and have a construction value above **R30 million inclusive** of VAT for each project as stated below (please do take note of the required project combinations in Table 4 of T1.2 below). Relevant asphalt road construction projects are explained in section (a) above.

On Returnable **Form A5** in Part T2.2 of this document, Tenderers shall list only those **projects that have been successfully completed. Contactable client reference letters AND/OR Certificates of Practical Completion are required for the stated projects** – If a project listed does not have a completion letter or a reference letter from the client, the listed project will not be accounted in point allocation. **Award letters will NOT be accepted as proof of project completion.**

Points will be allocated per project as follow:

Table 3 of T1.2

1.1	If a listed project has a construction value of R90 Million or more (inclusive of VAT)	10 Points will be awarded for this project
1.2	If a listed project has a construction value of R30 Million and up to but excluding R90 Million (Inclusive of VAT)	5 Points will be awarded for this project
1.3	If a listed project has a construction value of R0 and up to but excluding R30 Million (inclusive of VAT)	0 Points will be awarded for this project

The following combination of project experience will allow the bidder to pass this sub criterion:

Please Note: Any project combination other than the four listed in the table below will result in points that are below the minimum 20 points.

Table 4 of T1.2

Combination No:	Project list combination (inclusive of VAT)	Points awarded	Total Points
1	Three Projects with a construction value of R90 million or more each.	10 points per project for Three Projects with a construction value of R90 million or more each. Total points: 30	30 Points
2	Two Projects with a construction value of R90 million or more each. Plus One Project with a construction value from R30 Million and up to less than R90 million each.	10 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 20. Plus 5 Points per project listed for Project with a construction value of R30 Million and up to but excluding R90 million each. Total Points: 5.	25 Points
3	One Projects with a construction value of R90 million or more each. Plus	10 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 10. Plus	20 Points



	Two Project with a construction value from R30 Million and up to less than R90 million each.	5 Points per project listed for Project with a construction value of R30 Million and up to but excluding R90 million each. Total Points: 10.	
4	Two Projects with a construction value of R90 million or more each.	10 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 20.	20 Points

2. Relevant Key Personnel Project Experience and Professional registration

Tenderers shall be required to score a minimum score for each sub-criterion as indicated for this Section to be considered eligible for further consideration.

2.1. Contract Manager Relevant Project Experience and Registration

2.1.1. Professional Registration (10 points Maximum) (10 points minimum)

- (a) The Contract Manager has an active professional registration with Engineering Council of South Africa as Professional Engineer or Professional Technologist. **ACSA will verify the registrations. [10 Points]**
- (b) No proof that the Contract Manager has active professional registration with Engineering Council of South Africa as a Professional Engineer or Technologist. **ACSA will verify the registrations. [0 Points]**

2.1.2. Project Experience (30 points maximum) (20 points minimum)

The contract manager needs to list a maximum of 3 relevant projects for any points in this section otherwise 0 points will be awarded for this section. Projects **must** also be listed on Form C7 in Part T2.2 of this document.

List of Relevant Asphalt Road Construction Projects Completed. All projects listed for this sub-criterion must be completed projects and have a construction value above R30 million inclusive of VAT as stated below. All project listed should have begun post registration as indicated in 2.1.1. above. Relevant asphalt road construction projects are defined in section (a) above.

Points will be allocated per project as follows:

Table 5 of T1.2

	If a listed project has a construction value of R90 Million or more (inclusive of VAT)	10 Points will be awarded for this project
	If a listed project has a construction value of R30 this Million and up to but excluding R90 Million (Inclusive of VAT)	5 Points will be awarded for project
	If a listed project has a construction value of R0 and up to but excluding R30 Million (inclusive of VAT)	0 Points will be awarded for this project

Please Note: Any project combination other than the four listed in the table below will result in points that are below the minimum 20 points.

Table 6 of T1.2

Combination No:	Project list combination	Points awarded	Total Points
1	Three Projects with a construction value of R90 million or more each.	10 points per project for Three Projects with a construction value of R90 million or more each. Total points: 30	30 Points
2	Two Projects with a construction value of R90 million or more each. Plus One Project with a construction value of R30 Million and up to but excluding R90 million each.	10 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 20. Plus 5 Points per project listed for Project with a construction value of R30 Million and up to but excluding R90 million each. Total Points: 5.	25 Points
3	One Projects with a construction value of R90 million or more each. Plus Two Projects with a construction value of R30 Million and up to but excluding R90 million each.	10 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 10. Plus 5 Points per project listed for Project with a construction value of R30 Million and up to but excluding R90 million each. Total Points: 10.	20 Points
4		10 Points per project listed for Projects with a construction	20 Points



	Two Projects with a construction value of R90 million or more each.	value of R90 million or more each. Total points: 20.	
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2.2. Construction Manager Relevant Project Experience and Professional registration

2.2.1. Professional Registration (15 points Maximum) (10 points minimum)

- (a) Proof that The Construction Manager has active professional registration with Engineering Council of South Africa as Professional Engineer (Pr Eng) or Technologist (Pr Tech). **ACSA will verify the registrations. [15 Points]**
- (b) Proof that The Construction Manager has an active professional registration with either or both the Engineering Council of South Africa as a Professional Technician (Pr Techni) and/or registration with the South African Council for the Project Construction Management Profession (SACPCMP) as Professional Project Construction Manager/Professional Construction Manager . **ACSA will verify the registrations. [10 Points]**
- (c) **No proof** that the Construction Manager has an active professional registration with Engineering Council of South Africa as Professional Engineer, Professional Technologist or Professional Technician, or Professional Registration with the South African Council for the Project and Construction Management Profession (SACPCMP) as Professional Project Construction Manager/Professional Construction Manager. **ACSA will verify the registrations. [0 Points]**
- (d) **No proof** that The Construction Manager has an active professional registration with either or both the Engineering Council of South Africa as a Professional Technician (Pr Techni) and/or registration with the South African Council for the Project Construction Management Profession (SACPCMP) as Professional Project Construction Manager/Professional Construction Manager . **ACSA will verify the registrations. [0 Points]**

2.2.2. Project Experience (15 points maximum) (10 points minimum)

Minimum requirement. The construction manager needs to list a maximum of 3 relevant projects for any points in the section otherwise 0 points will be awarded for this section. Projects **must** be listed on Form C8 in Part T2.2 of this document.

All projects listed for this sub-criterion must be completed projects and have a construction value above R30 million inclusive of VAT as stated below. All project listed should have begun post registration as indicated in 2.2.1. above. Relevant asphalt road construction projects are defined in section (a) above.

Points will be allocated per project as follows:

Table 7 of T1.2

If a listed project has a construction value of R90 Million or more (inclusive of VAT)	5 Points will be awarded for this project
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If a listed project has a construction value of R30 Million and up to but excluding R90 Million (Inclusive of VAT)	2.5 Points will be awarded for this project
If a listed project has a construction value of R0 and up to but excluding R30 Million (inclusive of VAT)	0 Points will be awarded for this project

Please Note: Any project combination other than the four listed in the table below will result in points that are below the minimum 10 points.

Table 8 of T1.2

Combination No:	Project list combination	Points awarded	Total Points
1	Three Projects with a construction value of R90 million or more each.	5 points per project for Three Projects with a construction value of R90 million or more each. Total points: 15	15 Points
2	Two Projects with a construction value of R90 million or more each. Plus One Project with a construction value of R30 Million and up to but excluding R90 million each.	5 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 10. Plus 2.5 Points per project listed for Project with a construction value of R30 Million and up to but excluding R90 million each. Total Points: 2.5.	12.5 Points
3	One Projects with a construction value of R90 million or more each. Plus Two Project with a construction value of R30 Million and up to but excluding R90 million each.	5 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 5. Plus 2.5 Points per project listed for Project with a construction value of R30 Million and up to but excluding R90 million each. Total Points: 5.	10 Points



4	Two Projects with a construction value of R90 million or more each.	5 Points per project listed for Projects with a construction value of R90 million or more each. Total points: 10.	10 Points
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Stage 5 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring 90/10 for bids with the rand value above R50 million. A maximum of 90 points is allocated for price based on the following formulae (delete formula not applicable):

90/10

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

Evaluation of Preference

ACSA will score specific goals out of 10 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 10. ACSA will not disqualify the bidder.

The following goals as per ACSA’s Transformation Policy will form part of this bid/tender. In terms of this bid/tender, Preference points will be awarded in terms of the table below:

B-BBEE Status Level of Contributor	Number of Points (90/100 system)
1	10
2	9
3	6



4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

Stage 6 Objective Criteria

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

Prescribed objective criteria for this bid.

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

- a) As part of this bid and subsequent contract, ACSA **requires** a minimum of 30% sub-contracting for this bid to local black owned EMEs and/or QSEs as an objective criterion for local economic empowerment. Please refer to form C4 and C14 for further details regarding sub-contracting and CPG. A list of possible subcontractors has been provided with this tender. Should a bidder choose a subcontractor from the provided list, they must ensure that they vet and contract them accordingly.
- b) The following documents will be required at evaluation stage for Objective Criteria
 - Duly/fully signed Subcontracting Agreement between Main Contractor and Subcontractor/s specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
 - Proof of Active Subcontractor CIDB registration number and grading status grading 3CE – 6CE.
 - Valid B-BBEE Certificate/Sworn Affidavit indicating the EME and/or QSE status of the subcontractor.
 - Proof of Address, Municipal Rates Account, Lease agreement (where applicable) with proof of rent payment for a minimum of three months in the Free State Province for the promotion of sub-contractors located in the Free State Province for work to be done or services to be rendered in that province.

	<p>c) Additional documents required at award stage of the contract are listed under Form C4 of this tender document.</p> <p>Determine acceptability of preferred tenderer:</p> <p>Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> • Unduly high or unduly low tendered rates or amounts in the tender offer. • Contract data provided by the tenderer; or • The contents of the tender returnable which are to be included in the contract.
C.3.12	<p>Insurance provided by the employer Refer to Contract Data</p>
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ol style="list-style-type: none"> a. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b. can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c. has the legal capacity to enter into the contract; d. is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e. complies with the legal requirements, if any, stated in the tender data; and f. is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests

- which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
 - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
 - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first



round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying



requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.



C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.



Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute



tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.



C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer

whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender



evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of

	interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free



of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



AIRPORTS COMPANY SOUTH AFRICA

BRAM FISCHER INTERNATIONAL AIRPORT

BID REF. No: BFIA7559/2024/RFP

TITLE: REHABILITATION OF RUNWAY 0220 AND TAXIWAYS AT BRAM FISCHER INTERNATIONAL AIRPORT

Part T2: Returnable Documents

T2.1: List of Returnable Document

T2.2: Returnable Schedules

AIRPORTS COMPANY SOUTH AFRICA**AIRPORT****BID REF. No: BFIA7559/2024/RFP****TITLE****T2.1: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Attendance Register for Compulsory Briefing	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Certified Copies of Client Reference Letters of Previous Projects Completed	
	A8: Proof of Contract Values of Previous Projects Completed	
	A9: Schedule of Current Commitments	
	A10: SBD 4: Bidder's Disclosure Form	
	A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors	
	A13: Confidentiality and Non-Disclosure Agreement.	
2	C1.1 Form of Offer and Acceptance	
	C1.2 Contract Data	
	C1.3 Performance Guarantee	
	C1.4 Form of Occupational Health and Safety Act 1993	
	C2.2 Bill of Quantities	
3	Other documents required only for tender evaluation purposes	
	B1: Proof of registration for Contractor's WCA registration and or COID	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	
4	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1.1 Form of Offer and Acceptance	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Subcontractors	
	C4: Subcontractor's Supporting Documents	
	C5: Plant and Equipment	
	C6: A certified copy of B-BBEE Verification Certificate	
	C7 and C8: CV's of key personnel	



The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
C9: Certified Certificates of Qualifications of Key Personnel.	
C10 Work Plan and Proposed Methodology	
C11 Occupational Health and Safety Questionnaire	
C12 Schedule of Information to be provided by Tenderer	
C13 Proposed Amendments and Qualifications	
C14: ACSA Project Portfolio Management Contract Participation Goals	
C15 – B.U.I.L.D Contract Skills Development Goals (CSDG)	



T2.2: RETURNABLE SCHEDULES

FORM A1. Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I,

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail

telephone number

fax number.....

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

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA
Representative:

Name:



FORM A2. Record of Addenda to Tender Documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



Form A3: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

"By resolution of the board of directors taken on 20.....

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **BFIA 7559/2024/RFP** and any contract which may arise there from on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Attach:

- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			



FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			

FORM A5. Schedule of the Tenderer's Recent Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

As a minimum the bidder is to have successfully completed **3 projects**, each project with contract value of **R30 million (inclusive of VAT)** or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below. Tenderers are required to list their **relevant project experience**. Relevant shall be defined as works of a similar nature in respect of construction of asphalt roads which includes:

- i. Include Periodic maintenance contracts only if it includes pavement rehabilitation, resurfacing, overlays and thin overlays must be included in its scope of works.
- ii. Include Routine Road Maintenance only if scope includes overlays and thin overlays.
- iii. Pavement rehabilitation
- iv. Overlays
- v. Thin Overlays
- vi. Full reconstruction
- vii. Gravel to asphalt upgrades
- viii. Resurfacing

The description should be put in tabular form with the following headings:

	Project Name	Project Description	Client Reference Contact Details (Name, Title, Office telephone number, Cell Number and Company E-Mail Address)	Project Duration (dd/mm/year) to (dd/mm/year)	Construction value (inclusive of VAT)	Reference letter provided (yes or no)	Completion Certificate attached (yes or no)
1							
2							
3							

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11

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.

Signed		Date	
Name		Position	

Tenderer	
----------	--



FORM A6 Certificates of Practical Completion of Previous Projects

Please attach Certificates of Practical Completion of Previous Projects Completed as listed under Form A5 above to this page.

Certificates required for relevant projects.

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.

Signed		Date	
Name		Position	
Tenderer			



FORM A7 Copies of Contactable Client Reference Letters of Previous Projects Completed

Please attach copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.

Reference letters required from the client bodies/Principal Agent.
Please provide **Name, Title, Office telephone number, Cell Number and E-Mail Address** of each Client Reference.

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.

Signed		Date	
Name		Position	
Tenderer			



Form A8 Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page.

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.

Signed		Date	
Name		Position	
Tenderer			



SBD 4

A10. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

SBD 6.1**A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1**

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS / PREFERENCE	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE



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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

Table 1: Specific points claimed are indicated per the table below.

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

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



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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....



A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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



Cement type	Description	Application	Stipulated Minimum Threshold
Cem I	Pure portland cement with a 95-100% clinker.	All civil and building construction as appropriate	100%
Cem II	Portland cement containing varying additions of secondary materials, i.e. fly ash, pozzolana, slag, silica fume, or limestone	All civil and building construction as appropriate	100%
Cem III	blast furnace cement, 50% OPC, 50% blast furnace slag	All civil and building construction as appropriate	100%
Cem IV	pozzolanic cement, OPC and fly ash	All civil and building construction as appropriate	100%
Cem V	composite cement: slag and ash cement. Blended cements with more than one blending material	All civil and building construction as appropriate	100%
Masonry cement	Mixture of Portland cement and plasticizing materials such as limestone to improve setting time	use in mortar, brick, block, and stone masonry construction	100%

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

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

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.



The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Form A13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
(Registration No. 1993/004149/30)
(“Airports Company”)

of
Western Precinct, Aviation Park
O.R. Tambo International Airport
1 Jones Road
Kempton Park
1632

AND

[NAME OF SERVICE PROVIDER]
(Registration No: _____)

(“_____”)

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
 - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;
 - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
 - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
 - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
 - 1.1.5 all other matters of a confidential nature which relate to the disclosing party’s business;
 - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;



- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;
- but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and _____.

2. INTRODUCTION

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the



disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.

- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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

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



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

5. COPIES

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

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

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

7. DURATION

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

8. Title

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and



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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. **DOMICILIUM**

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



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



SIGNED at _____ on _____ day of _____ 202__

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]
the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

- B1: Proof of registration for Contractor's WCA registration or COID**
- B2: An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)**
- B3: SARS Pin issued by the South African Revenue Services**
- B4: An original Bank Statement of good financial standing.**
- B5: Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number**



Form C1: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a Joint Venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number:

Section 3: cidb registration number:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			



Form C2: Proposed Domestic Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
 Should we be awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.	Percentage and value of works to be subcontracted
1.				
2.				
3.				
4.				
5.				

Signed		Date	
Name		Position	
Tenderer			



Form C4 Subcontractor Supporting Documents

- Duly/fully signed Subcontracting Agreement between Main Contractor and Subcontractor/s specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of Active Subcontractor CIDB registration number and grading status grading 3CE – 6CE.
- Valid B-BBEE Certificate/Sworn Affidavit indicating the EME and/or QSE status of the subcontractor.
- Proof of Address, Municipal Rates Account, Lease agreement (where applicable) with proof of rent payment for a minimum of three months in the Free State Province for the promotion of sub-contractors located in the Free State Province for work to be done or services to be rendered in that province.

List supporting documents required for subcontractor:

These documents will be required at award stage of the tender process.

- Proof of registration with Central Supplier Database form.
- CIPC certificate
- Share Certificate

Signed		Date	
Name		Position	
Tenderer			



Form C5: Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



FORM C6: A certified copy of B-BBEE Verification Certificate for Construction Sector (Not Generic)

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

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

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

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM C7. The Summary CV of key personnel: Contract Manager

Bidders are referred to **clause C.3.11** which indicates the maximum possible score for information requested under this schedule. Tenderers are required to list their **relevant project experience**. Relevant shall be defined as works of a similar nature in respect of construction of asphalt roads which includes:

- i. Include Periodic maintenance contracts only if it includes pavement rehabilitation, resurfacing, overlays and thin overlays in its scope of works,
- ii. Include Routine Road Maintenance only if scope includes overlays and thin overlays in its scope of works,
- iii. Pavement rehabilitation
- iv. Overlays
- v. Thin Overlays
- vi. Full reconstruction
- vii. Gravel to asphalt upgrades
- viii. Resurfacing

	Project Name	Project Description	Client Contactable Reference	Project Duration (dd/mm/year) to (dd/mm/year)	Construction value (inclusive of VAT)
1					
2					
3					

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Signed		Date	
Name		Position	
Tenderer			

FORM C8. The Summary of CV of key personnel: Construction Manager

Bidders are referred to **clause C.3.11** which indicates the maximum possible score for information requested under this schedule. Tenderers are required to list their **relevant project experience**. Relevant shall be defined as works of a similar nature in respect of construction of asphalt roads which includes:

- i. Include Periodic maintenance contracts only if it includes pavement rehabilitation, resurfacing, overlays and thin overlays in its scope of works,
- ii. Include Routine Road Maintenance only if scope includes overlays and thin overlays in its scope of works,
- iii. Pavement rehabilitation
- iv. Overlays
- v. Thin Overlays
- vi. Full reconstruction
- vii. Gravel to asphalt upgrades
- viii. Resurfacing

	Project Name	Project Description	Client Contactable Reference	Project Duration (dd/mm/year) to (dd/mm/year)	Construction value (inclusive of VAT)
1					
2					
3					

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Signed		Date	
Name		Position	
Tenderer			



FORM C9: Proof of Professional Registration for Contracts Manager and Construction Manager.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C7 above to this page.

Signed		Date	
Name		Position	
Tenderer			



Form C10 Work Plan and Proposed Methodology

Signed		Date	
Name		Position	
Tenderer			

Form C11. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> • Periodical work area inspection • Regular Health and Safety meetings with personnel 		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> • When joining the company • When changing jobs within the company • When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	<ul style="list-style-type: none"> • First line supervisors 		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		
	When is this done and how is it achieved?		

2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored				
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				
4.2	Are records of these inspections kept and available?				
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?				
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?				
	Please provide examples of the above				
5.	RULES AND REGULATIONS			YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?				

	Do these cover				
	<ul style="list-style-type: none"> • General rules • Project rules • Specific task rules 				
5.2	Do these rules include permit to work system (as applicable)				
5.3	Do you have experience of project SHE plans?				
	Please give examples of where these have been used				
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?				
6	RISK MANAGEMENT	YES	NO		
6.1	Have the following, involved in the execution of your work, been identified?				
	<ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 				
6.2	Are these findings and assessments recorded?				
6.3	How often are they reviewed?				
	Please list the time frame e.g. years				
6.4	For what processes/risk is personal protective equipment issued?				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Process/Risk</td> <td style="width: 50%;">Type of PPE</td> </tr> </table>	Process/Risk	Type of PPE		
Process/Risk	Type of PPE				
	Do you have a copy of the issue lists for PPE available on request?				
7	EMERGENCY ARRANGEMENTS	YES	NO		
7.1	How do you manage your arrangements for dealing with emergencies?				
	Are these communicated to your sub-contractors?				
7.2	What provision have you made for first aid? E.g. Trained First Aiders				
7.3	What training do you provide to employees in Safety/Fire Fighting?				
	Please list institutions used for these training				
8	RECRUITMENT OF PERSONNEL	YES	NO		
8.1	Are health and Safety factors considered when hiring personnel?				
8.2	Are medical examinations carried prior to employment?				
	In all cases				

	Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents? Please supply a copy		
9.2	Is there a standard report/investigation form used? Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.? Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees? If Yes please describe method		
10.3	Are Health and Safety meetings held? At what frequency? Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns? If Yes please provide examples		

The following documentation should also be provided with the tender:

1. **Management Structure including organogram**
2. **Human Resource Plan**
3. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
4. **COID Insurance**



Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			



Form C12: Schedule of Information to be provided by Tenderer

1. Company details:

Registered Address:
 Contact Person:
 Telephone:
 Fax:

2. Shareholders

Names/Percentages of holdings:
 Share Issue Register
 Share Certificate

3. Bankers

Name of Account Holder :
 Bank:
 Branch:
 Account Number:
 Bank and branch contact details:

4. Turnover

Approximate turnover for each of the past three years:
 2020:
 2021:
 2022:

5. Management and Manpower Resources

Supervisors:
 Labourers:
 Other:

Name of Supervisor to be allocated to this contract:.....

6. Construction Equipment (Value in R)

Equipment owned by Company:
 Own workshop/stores (location):

Signed		Date	
Name		Position	
Tenderer			



Form C13: Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

Page	Clause item or	Proposal

Signed		Date	
Name		Position	
Tenderer			

Form C14: ACSA Project Portfolio Management Contract Participation Goals

TRANSFORMATION FRAMEWORK & SPECIFICATION FORM

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%): 40% weighting.
- 3.2. Management (Target 50%): 40% weighting
- 3.3. Skills development: 5% weighting
- 3.4. Enterprise and supplier development: 10% weighting
- 3.5. Socio economic development: 5% weighting

Refer to C3.7.3.3 (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 CIDB Grade 3 to 6 CE contractors that are women owned, youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.

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

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

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

No financial award is due for over performance on CPG.



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:



Form C15 – B.U.I.L.D Contract Skills Development Goals (CSDG)

The contractor shall achieve in the performance of the contract the Contract Skills Development Goals as stated in the Standard For Developing Skills through Infrastructure Contracts (Published in GN 48491 of 28 April 2023)

CSDG shall be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) **Method 1:** a part- or full occupational qualification registered on the National Qualification Framework;
- b) **Method 2:** a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) **Method 3:** a national diploma registered on the National Qualification Framework; and
- d) **Method 4:** registration in a professional category by one of the professional bodies listed in the standard.

Bidders shall commit to achieving the contract skills development goal and are provided with a number of methods for measuring their achievements. Bidders may, if need be, devolve their obligations onto subcontractors.

The Construction Skills Development Goal shall be a minimum of 0.25% of the contract value for this contract. The contractor shall make use of the table below in preparing a proposal on how the CSDG will be met in this contract.

By signing this form, the bidder commits to meeting the CSDG goals during the performance of the contract as set out in this form and in the **Standard For Developing Skills through Infrastructure Contracts (Published in GN 48491 of 28 April 2023)**. The bidder further understands and accepts the contents of the Standard for Developing skills through Infrastructure Contracts (Published in GN 48491 of 28 April 2023)

Signed: Date:

Name: Position:

Tenderer:

Skills Types	Number of Learners	*Notional Cost/ Learner/ Quarter (Rand)	Notional Cost /learner/ year (Rand)	Total Notional Cost over 12 Months Contract (Rand)
Method 1: a part- or full occupational qualification registered on the National Qualification Framework;				
Method 2: a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);				
Method 3: a national diploma registered on the National Qualification Framework;				
Method 4: registration in a professional category by one of the professional bodies listed in the standard.				
Total Cost (Cost of CSDG)				
CSDG Score % (Total cost of CSDG/Contract value Excluding VAT)				