

BID DOCUMENT FOR THE

APPOINTMENT OF ONE (1) CONTRACTOR PER CLUSTER FOR THE IMPLEMENTATION OF AN AUTOMATED METER READING (AMR) SYSTEM, INCLUDING BILLING SOFTWARE, FOR A PERIOD OF TWELVE (12) MONTHS, TOGETHER WITH A CONCURRENT SIXTY (60) MONTH OPERATIONAL SUPPORT SERVICES CONTRACT, ACROSS ACSA AIRPORTS CATEGORISED INTO CLUSTER WORK PACKAGES A, B AND C.

Bid Reference Number: COR8204/2026/RFP

DATE OF ISSUE:

Issued by
Airports Company South Africa
OR. Tambo International Airport

18 September 2026

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 1

NAME OF BIDDER:

PART A**SBD 1: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	COR8204/2026/RFP	CLOSING DATE:	06 November 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF ONE (1) CONTRACTOR PER CLUSTER FOR THE IMPLEMENTATION OF AN AUTOMATED METER READING (AMR) SYSTEM, INCLUDING BILLING SOFTWARE, FOR A PERIOD OF TWELVE (12) MONTHS, TOGETHER WITH A CONCURRENT SIXTY (60) MONTH OPERATIONAL SUPPORT SERVICES CONTRACT, ACROSS ACSA AIRPORTS CATEGORISED INTO CLUSTER WORK PACKAGES A, B AND C.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Western Precinct ACSA Offices					
Reception, 3 rd floor,					
1 Jones Road, Aviation Park					
Kempton Park, Johannesburg					
(NB: Tender Deposit Register must be completed and signed by person depositing the bid documents)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Patricia Nkambule		CONTACT PERSON	Patricia Nkambule	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Patricia.Nkambule@airports.co.za		E-MAIL ADDRESS	Patricia.Nkambule@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the *APPOINTMENT OF ONE (1) CONTRACTOR PER CLUSTER FOR THE IMPLEMENTATION OF AN AUTOMATED METER READING (AMR) SYSTEM, INCLUDING BILLING SOFTWARE, FOR A PERIOD OF TWELVE (12) MONTHS, TOGETHER WITH A CONCURRENT SIXTY (60) MONTH OPERATIONAL SUPPORT SERVICES CONTRACT, ACROSS ACSA AIRPORTS CATEGORISED INTO CLUSTER WORK PACKAGES A, B AND C.*

Only tenderers who are a CIDB contractor grading of **7EB/7EP** or higher as stated on the Tender Data may submit tender offers.

TENDER DOCUMENT AVAILABILITY

Tender document is available from **18 September 2026**, 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 be addressed to

E-mail address:

Closing date for enquiries is **23 October 2026 at 11H00 am.**

Telegraphic, telephonic, telex, facsimile, e-mail tenders will not be accepted. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation.

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

COMPULSORY BRIEFING

A compulsory clarification meeting with representatives of the Employer will take place in person on the **29 September 2026 @11h00am at:**

VENUE:

**ORTIA MEDIA BOARDROOM
NEXT TO POST OFFICE
OR TAMBO INTERNATIONAL AIRPORT**

[O.R. Tambo Airport Rd - Google Maps](#)

COMPULSORY BRIEFING SESSION:

The compulsory briefing session will have the following programme:

- | | |
|---|-----------------|
| 1. Permits and signing of attendance register on training Centre: | 09h00 -10h45 am |
| 2. Compulsory Briefing session: | 11h00 -12h00 pm |
| 3. Non-Compulsory Site Inspection: | 12h00 -14h00 pm |
| 4. Contact Persons: Rhulani Mabasa (+27 66 197 0990), Puleng Manganyi (+27 60 983 1285 and Dieketseng Thipeng (+27 82 586 1091) | |

Non-compulsory Site Inspection (if applicable)

The non-compulsory site inspection will take place directly after the compulsory briefing session. The site inspection is non-compulsory, and these inspections will provide you with a more understanding of the airport and what is required for this tender/contract. Permits requirements apply.

Site Meeting Date	Meeting Time	Airport & Address	Estimated / Indicative Permit & Parking Costs	Contact Person
29/09/26	11h00 am	OR Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, 1632	Permit: R 553 Parking: R 62	Rhulani Mabasa (+27 66 197 0990)
01/10/26	11h00 am	King Shaka International Airport, N2 La Mercy, KwaZulu-Natal, 4407	Permit: R 180 Parking: R 62	Sipho Khumalo (+27 82 702 3272)
02/10/26	11h00 am	Chief Dawid International Airport, Alister Miller Drive, Walmer, Gqeberha, Eastern Cape, 6070	Permit: R 30 Parking: R 62	Aphindile Nofuma (+27 77 601 9457)
05/10/26	11h00 am	Upington International Airport, Diedericks St, Upington, Northern Cape, 8801	Permit: R 451 Parking: R 48	Bonginkosi Khumalo (+27 65 346 3984)
06/10/26	11h00 am	Kimberly International Airport, Old De Beers Road, Kimberley, Northern Cape, 8301	Permit: R 31 Parking: R 37	Xolani Gumede (+27 64 182 8142)
07/10/26	11h00 am	Bram Fischer International Airport, Airport Road, Bloemfontein, Free State, 9301	Permit: R 35 Parking: R 42	Siseko Tshangana (+27 61 306 5892)
08/10/26	11h00 am	George International Airport, R102, George Airport, George, Western Cape, 6530	Permit: R 180 Parking: R 62	Siphosethu Sambo (+27 67 418 7968)
09/10/26	11h00 am	King Phalo International Airport, Settlers Way, East London, Eastern Cape, 5201	Permit: R 37 Parking: R 44	Mbulelo Lupondwana (+27 82 900 8706)
12/10/26	11h00 am	Cape Town International Airport, Matroosfontein, Cape Town, Western Cape, 7490	Permit: R 270 Parking: R 62	Fulu Rathogwa (+27 72 106 6450)

Bidders are required to bring the following for the site inspection at both airports:

1. Original ID or Passport for permit processing. Copies of IDs/passports and driver's licences will not be accepted.
2. Safety Boots
3. Reflector Vest
4. Hard hat

Bidders are also to note the following:

1. Permits office located opposite 3rd Floor "Termina A" Building.
2. Temporary permits costs at OR Tambo International Airport: R553
3. Cut off for signing of attendance register will be at 12:00 PM.
4. Bidders are requested to send a technical member of the team for the briefing.

"Bidders are advised that sobriety is a requirement for entry to the site and are advised to abstain from intoxicating substances for a minimum of 12 hours before gaining access to the site."

Closing Date

The closing time for receipt of tenders is **06 November 2026 at 11h00 am** (South African Time).

Location Of Tender Box:

**Reception, 3rd Floor
Western Precinct ACSA Offices
Aviation Park
O.R. Tambo International Airport
1 Jones Road, Kempton Park, Gauteng**

[O.R. Tambo Airport Rd - Google Maps](#)

Submission of Bid Documents

- Submit bids during working hours Monday to Friday as there may not be anyone available to receive bids outside working hours.
- The Bid Register must be completed when submitting/depositing the tender document – Ensure that the persons delivering the tender document is aware of this. The Register will require the name of the Tendering Entity; Name and contact details of the person at the tendering entity.
- This Bid document and the contract document must be completed and returned in it's entirety together with the necessary supporting information.
- **The bidder must submit bids in Printed (1 Original and 1 Copy).** Bids must be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Tenderer's name and contact details, Tender Reference Number and Tender Description.
- Tenders may only be submitted on the tender documentation that is issued.

Late Bids

Bids which are submitted after the closing date and time **will not** be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids.

Airports Company South Africa SOC Limited will not be liable for any late bids.

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

1.2 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.

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	The Tender Documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender Part T2: Returnable Document T2 List of returnable documents T2 Returnable schedule Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing Assumptions C2.2 Pricing/Activity Schedules Part C3: Works Information / Scope of work Part C4: Site information
C.1.4	The Employer's Agent is Email address: All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department

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.2	TENDERER'S OBLIGATIONS
C.2.1	Eligibility Refer Mandatory Criteria as listed in C3.11
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.2.3	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.2.6	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 Compulsory Briefing Session and Non-Compulsory Site Visit at ORTIA Media Boardroom Next to Post Office OR Tambo International Airport The arrangements for the above are as stated in the Tender Notice and Invitation to Tender (T1.1). 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.
C.2.8	Seek clarification

	Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of 23 October 2026 .
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	No Contract Price Adjustments (CPA), foreign exchange fluctuations, inflationary adjustments, or other price variations shall apply to this Contract. All rates and prices submitted shall remain fixed, firm, final, and binding for the full duration of the Contracts. Tenderers shall ensure that pricing is aligned with the ECC and TSC contract requirements and includes all anticipated escalations and cost increases. For the TSC, annual escalations for the Five (5) year contract period shall be fully incorporated into the tendered rates and reflected in the final amounts carried forward to the Form of Offer. Accordingly, these prices shall be deemed fixed for each contract year, and no further adjustments or claims for additional compensation will be permitted during the contract term.
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 bids will not be considered.
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 PLUS one (1) copy AND in electronic format (USB Flash Drive) , 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.2.14	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 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: Location of tender box: Reception, 3rd Floor Western Precinct, Aviation Park OR Tambo International Airport 1 Jones Road, Kempton Park, Gauteng <u>O.R. Tambo Airport Rd - Google Maps</u> Identification details: Bid Ref. No: COR8204/2026/RFP Title: APPOINTMENT OF ONE (1) CONTRACTOR PER CLUSTER FOR THE IMPLEMENTATION OF AN AUTOMATED METER READING (AMR) SYSTEM, INCLUDING BILLING SOFTWARE, FOR A PERIOD OF TWELVE (12) MONTHS, TOGETHER WITH A CONCURRENT SIXTY (60) MONTH OPERATIONAL SUPPORT SERVICES CONTRACT, ACROSS ACSA AIRPORTS CATEGORISED INTO CLUSTER WORK PACKAGES A, B AND C. Closing Date: 06 November 2026 at 11H00am.
C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for 12 weeks (84 days) for acceptance by the employer at any time during the validity period stated 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.
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.3	EMPLOYER'S UNDERTAKINGS
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification by 23 October 2026.
C.3.2	Issue Addenda Addenda will be issued until ten (10) working days before the tender closing time.
C.3.3	Return late tender offers 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.
C.3.4	Opening of tender submissions There will be public opening of tenders after the closing date and time at: Reception, 3rd Floor ACSA Offices Western Precinct, Aviation Park OR Tambo International Park 1 Jones Road, Kempton Park, Gauteng Tender opening register will be uploaded on National Treasury e-tenders website.
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. The detailed Evaluation Process will follow here-after to further determine if the qualifying bidders/tenderers is fully responsive.

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

a) Stage 1: Test for Responsiveness – Non-disqualification criteria for responsiveness screening are as follows:

Bidders shall indicate whether the list of returnable has been submitted together with the bid document - Mark/Circle Yes/No.		Confirmation by bidder		Confirmation by evaluator	
1	CIDB grade 7EB/7EP or higher certificate.	Yes	No	Yes	No
2	Company registration certificates (CSD).	Yes	No	Yes	No
3	Company details and registration certificates (CIPC).	Yes	No	Yes	No
4	Valid company's letter of good standing (LOGS).	Yes	No	Yes	No
5	Valid tax clearance certificate (SARS).	Yes	No	Yes	No
6	Attendance of compulsory briefing sessions and site walkabouts and signing of attendance register.	Yes	No	Yes	No
7	Completed and signed form of offers.	Yes	No	Yes	No
8	Provided key personnel's proof of relevant experience or completed comparable projects or contracts.	Yes	No	Yes	No
9	Attached CV's, copies of qualifications and governing body certificates of key personal.	Yes	No	Yes	No
10	Company's relevant experience in similar projects completed within the past 15 Years.	Yes	No	Yes	No
11	Project Implementation plan and rollout methodology submitted.	Yes	No	Yes	No
12	Draft maintenance schedule, operational procedures and asset management plan submitted.	Yes	No	Yes	No
13	Original equipment manufacturer (OEM) authorisation, OEM agreement, and technical product documentation submitted.	Yes	No	Yes	No

Table One (1): Summary of the checklist deliverable expected from the Bidders.

b) Stage 2: Mandatory Administration Criteria (Attach Copies)

- i) Bidders must be registered with the Construction Industry Development Board (CIDB) with a minimum Grade **7EB** or **7EP** (or higher in either class of works).
- ii) The valid company's Compensation for Occupational Injuries and Diseases Act (COIDA) letter of good standing (LOGS) issued by the Compensation Fund / Department of Employment and Labour (DEL) or Federated Employers Mutual Assurance Company (FEM) or the Rand Mutual Assurance (RMA).
- iii) Attendance of compulsory physical briefing sessions for Work Packages that bidder will submit a proposal and signing of the attendance register.
- iv) Completed and signed form of offers.

The above is mandatory or compulsory and failure to comply with any of these requirements will lead to an automatic disqualification and will not be evaluated further. Please note that all documents must remain valid up to the tender closing date and must be kept valid through renewal during the implementation period and after award.

c) Stage 3: Functionality Evaluation Criteria.

In accordance with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and the Preferential Procurement Regulations, 2022, Airports Company South Africa SOC Limited (ACSA) shall evaluate this integrated tender in accordance with the evaluation process set out below. Only Tenderers that have successfully satisfied all mandatory administrative responsiveness requirements under **Stage 2: Compliance** shall be considered for technical assessment under **Stage 3: Functionality**.

This procurement is structured to appoint One (1) Principal Contractor per Cluster, who shall be responsible for the overall delivery and performance of both the Smart Metering Asset Delivery and the Operational Service Maintenance components. Although submitted and evaluated as a single integrated tender under one transaction, the procurement will result in the simultaneous award of Two (2) separate, standalone, but legally linked New Engineering Contract, 3rd Edition (NEC3) contracts executed concurrently with the successful Tenderer, namely:

- **Contract 1** (Smart Metering Asset Delivery): The NEC3, Engineering and Construction Contract (ECC) governing the **Twelve (12)** Month implementation period, including design, supply, delivery, installation, configuration, testing, commissioning and integration of a fully functional Automated Meter Reading (AMR) System for water and electricity metering, including billing software.
- **Contract 2** (Operational Service Maintenance Support): The NEC3, Term Service Contract (TSC), governing the provision of **Sixty (60)** Months comprehensive ongoing operational support services comprising billing support, tariff configuration and adjustments, software support, software updates and upgrades, on-premises database hosting, data storage, system monitoring, utilities analytics reporting, asset management, cybersecurity management, preventative and corrective maintenance, and lifecycle support.

The successful Tenderer may subcontract specialised or discrete portions of the Asset Delivery (NEC3 ECC) and/or the Operational Service Maintenance (NEC3 TSC) components to suitably qualified and experienced subcontractor(s), subject to the Employer's prior written approval and compliance with the requirements of this Tender. However, the Principal Contractor shall retain overall responsibility for the design, system integration, contract management, and delivery of the Works and Services. Subcontracting shall not relieve the Principal Contractor of any contractual obligations, responsibilities, or liabilities, and the Principal Contractor shall remain fully accountable to ACSA for the performance of all subcontractors.

As the Two (2) contracts will operate concurrently during the initial Twelve (12)-Month implementation period, the Technical Functionality evaluation has been structured to assess the Tenderer's capability to simultaneously deliver the Smart Metering infrastructure and the associated operational support services required for the successful implementation and sustained operation of the system. Accordingly, the Functionality Scorecard is divided into Two (2) evaluation components:

the Asset Delivery Component and the Operational Service Maintenance Component. While greater weighting has been allocated to the Asset Delivery Component to reflect the primary objective of the procurement, both components collectively contribute to the overall functionality score.

- **Component 1** – Asset Delivery shall be evaluated under Criteria A1, A2, A3, A4, A5, A6, and A7 (Parts A and C).
- **Component 2** – Operational Service Maintenance shall be evaluated under Criteria A7 (Part B) and A8 (Parts A and B).
- Tenderers shall achieve a minimum cumulative functionality score of **Seventy (70)** points out of **One hundred (100)** to be considered technically responsive. Tenderers that do not achieve the minimum overall functionality score of **70 points** shall be deemed technically non-responsive and shall not be considered for **Stage 4** of the evaluation.

i) **Mandatory Verification, Authentication, and Auditing Rights.**

Airports Company South Africa (ACSA) reserves the right to verify all technical certifications, vendor compliance validations, National Qualifications Framework (NQF) degree alignments with the South African Qualifications Authority (SAQA), and past corporate references submitted by the Tenderer. This verification process may include contacting previous employers or clients, request original documentation, or conduct independent site visits to confirm that the key personnel and corporate entities were actively involved in the completed contracts indicated in the schedules.

Any fraudulent, inaccurate, or misleading misrepresentations identified during this technical assessment will result in immediate disqualification of the tender submission, forfeiture of bidding rights, and potential restriction from doing business with the public sector under National Treasury regulations.

ii) Summary of the Quality Criteria Evaluated for Stage 3 Functionality.

Criteria		Description of quality criteria	Maximum Score (%)
Component 1	A1 to A5	Relevant Qualifications, and Professional Registrations of Key Personnel.	12
		Relevant Experience or Completed Comparable Projects of Key Personnel.	18
	A6	Project Implementation Plan and Rollout Methodology (12 - Month Asset Delivery NEC3 ECC Contract).	10
	A7	Company's Experience, Core Competency, and Relevant Track Record (Completed within the past 15 Years), score under Part A - Number of Completed Projects and Technical Delivery Lifecycle.	20
		Score under Part C - Operating Environment and Live Site Exposure.	5
Component 2	A7	Company's Experience, Core Competency, and Relevant Track Record (Completed within the past 15 Years), score under Part B - System Integration and Communication Networks.	10
	A8	Long-Term Maintenance Strategy, and Original Equipment Manufacturer (OEM) support (60 - Month NEC3 TSC Contract), score under Part A - Draft Maintenance Schedule, Operational Procedures and Asset Management Plan.	18
		Score under Part B - Original Equipment Manufacturer (OEM) Authorisation, OEM Agreement, and Technical Product Documentation.	7
Total (Overall Minimum of 70% to be Achieved)			100

Table Two (2): Summary of the description of quality criteria to be evaluated for stage 3.

iii) **Submission Requirements.**

Tenderers must submit a comprehensive technical proposal that adheres strictly to the following documentation parameters. Failure to provide any of the mandatory documentation requested below will result in immediate technical non-responsiveness and automatic disqualification from the procurement process:

- The name, surname, and highest tertiary qualification must be explicitly submitted for all individuals assigned to the specific key positions listed in the personnel qualification tables.
- Uncompressed, clear, copies of relevant qualifications, professional registrations, and updated Curriculum Vitae (CV) must accompany each listed role.
- Tenderers must ensure all submissions are completely legible, clear, and structured to facilitate a transparent, efficient, and objective evaluation by the Bid Evaluation Committee (BEC).

	- Key Personnel will be evaluated solely on their relevant experience. Tenderers should complete Tables A5.1 to A5.5 in full for each proposed Key Personnel resource. Points will be awarded based on the relevant experience demonstrated through the information provided in these tables and/or elsewhere in the tender submission, including CVs and supporting documentation. Where the tables are not completed, the Employer reserves the right to evaluate the relevant experience based on the information provided elsewhere in the tender submission. - For Criteria A7 (Company Experience), only completed contracts executed and finalised within the past Fifteen (15) years will be evaluated and scored. Projects completed more than 15 years ago will not be considered. iv) Key Personal Transition. Personnel transitioning across different roles is permitted to ensure project continuity and note the following transitions: - Project Manager role under ECC may transition to become the TSC Service Manager (Operations Lead) on an On-Call/part-time basis. - The Design & Integration Engineer role under ECC may transition to become the TSC Billing Software, & Tariff Support Engineer (AMR System Engineer) on an On-Call/part-time basis. - Electrical/Energy Metering Installer (Lead Electrician) role under ECC may transition to become the On-site TSC Support Electrician (Resident AMR Maintenance Electrician for both Electricity and Water Smart Meters). - Water Metering Installer (Lead Plumber or Civil Artisan) role may be required on an On-Call/part-time basis, when required.
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STAGE 3: FUNCTIONALITY EVALUATION BREAKDOWN.

Relevant Qualifications, Professional Registrations, and Relevant Experience of Key Personnel (Component 1)		Maximum Attainable Points (30)
A1	Smart Metering System & Integration Engineer (<i>Water & Energy</i>) – Design, Communication & System Integration	Maximum Attainable Points (8)
Key Responsibilities and Services to Offer. NEC3 ECC - Asset Delivery: Provides technical leadership and engineering governance over the raw installation works, conducts independent engineering assessments, handles the architecture design and integration of Automated Meter Reading (AMR) systems, cybersecurity controls, performs the high-level system programming, configures the Head-End System (HES) and Meter Data Management System (MDMS), configures the local communication modules, signs off on final smart infrastructure topologies, radio frequency (RF) mesh or cellular communication footprints, and Meter Data Management Systems (MDMS), and codes the secure Application Programming Interface (API) data integration links feeding into the Airport's IT and billing platforms.		

- **NEC3 TSC – Ad Hoc On-Call Support:** Transitions onto a part-time, on-call/ part-time governance basis, acts as the senior escalation point for data integrity audits to prevent utility revenue leakage, handles the remote administration of central databases, cloud hosting setups (Microsoft Azure/ Amazon Web Services - AWS) and backups, and firewall security updates. Develops and deploys emergency software bug resolution patches; and modifies automated step-tariff calculation code to match annual NERSA, ESKOM and municipal updates. Cybersecurity and Compliance.

Part A - Relevant Qualifications and Required Registration (Maximum of 3 Points):

Academic Qualification: Bachelor's Degree (BEng), Bachelor of Science (BSc), or Bachelor of Engineering Technology (BTech / Advanced Diploma) in Electrical, Electronic, Mechatronic, Computer or Mechanical Engineering, rated at National Qualifications Framework (**NQF**) **Level 7 or NQF Level 8 (or higher)** as registered with the South African Qualifications Authority (SAQA).

Professional Registration: Full and active Professional Registration with the Engineering Council of South Africa (ECSA) as a professional Engineer (Pr.Eng) or professional Engineering Technologist (Pr.Tech Eng) in the above qualifications.

Relevant Qualifications and Professional Registration Profile	Maximum Attainable Points (3)
Holds a BEng/BSc qualification (NQF Level 8 or higher) AND provides proof of current ECSA professional registration as a Professional Engineer (Pr.Eng)	3
Holds a BTech / Advanced Diploma qualification (NQF Level 7 or higher) AND provides proof of current ECSA professional registration as a Professional Engineering Technologist (Pr.Tech Eng).	2
Does not meet the minimum qualifications or professional registration requirements.	0

Part B - Relevant Experience or Completed Comparable Projects (Maximum of 5 Points):

Eligible reference contracts submitted must demonstrate experience gained subsequent to obtaining the applicable professional registration and must reflect involvement across the asset deployment, maintenance lifecycle, and support framework functions, including but not limited to the specified experience areas listed below.

- Successfully completed projects involving the design, configuration, long-term maintenance, and integration of smart electricity and/or water metering systems, including communication networks, Meter Data Management Systems (MDMS), billing system integration, and remote monitoring solutions.
- End-to-end design, implementation, testing, commissioning, and continuous operational maintenance support of Smart Metering, Automated Meter Reading (AMR), Advanced Metering Infrastructure (AMI), utility monitoring, energy management, water management, SCADA, Internet of things (IoT), or related utility asset management systems.
- AMR/AMI system or Smart metering solution design architecture, system integration, and preventative maintenance strategies for electricity and/or water utilities.

- Installation, commissioning, maintenance, diagnostics, calibration testing, fault-finding, and lifecycle engineering support of smart metering systems.
- AMR/AMI system design, network architecture, and long-term communication infrastructure asset management (RF Mesh, PLC, LoRaWAN, NB-IoT, Zigbee, LTE, or equivalent).
- Cybersecurity, secure data communications, and Head-End System (HES) configuration, updates, and maintenance.
- MDMS implementation, patch configuration, and maintenance of integration links with financial billing software platforms.
- Head-End System and Meter Data Management System (HES/MDMS) design,
- Data analytics, asset health reporting, performance monitoring, predictive maintenance tracking, testing, commissioning, and operational handover.
- Multi-site smart metering asset deployments, testing, and lifecycle support within operational Airports or comparable live operational environments (EB/EP projects only).
- System integration, testing, commissioning and operational handover.

Reference or Successfully Completed Comparable Projects: Please Complete **FORM A5.1** and Attach copies of the proposed resource's Curriculum Vitae (CV), qualifications, and proof of professional registration for evaluation purposes. The proposed resource shall have:

Relevant Experience	Maximum Attainable Points (5)
Successfully completed a minimum of Four (4) comparable projects and possess a minimum of Seven (7) years' overall relevant experience, covering at least Four (4) of the specified experience areas listed above.	5
Successfully completed a minimum of Three (3) comparable projects and possess a minimum of Five (5) years' overall relevant experience, covering at least Three (3) of the specified experience areas listed above.	4
Successfully completed a minimum of Two (2) comparable projects and possess a minimum of Three (3) years' overall relevant experience, covering at least Two (2) of the specified experience areas listed above.	3
Possess less than Three (3) years' overall relevant experience and have successfully completed at least One (1) comparable project.	2
No relevant experience provided	0

A2	Project Manager (PM)	Maximum Attainable Points (7)
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key Responsibilities and Services to Offer.

- **NEC3 ECC - Asset Delivery:** Responsible for overall project planning, coordination, baseline construction scheduling, and progress monitoring, structures site management frameworks and manages sub-contractor engineering teams, oversees cost control, variation order requests, and contract administration, Acceptances processing, stakeholder engagement and coordinates multi-disciplinary outputs between engineering, ICT, and Health & Safety.

- **NEC3 TSC – Ad Hoc On-Call Support:** Transitions into the role of the operational TSC Service Manager on an On-Call/ part-time basis, serves as the primary administrative contact for ACSA's internal Service Manager, tracks monthly SLA compliance and helpdesk ticket queues, manages preventative maintenance schedules, and administers, prices, and issues Clause 19 Task Orders for out-of-scope corrective works or capital expansions.

Part A - Relevant Qualifications and Required Registration (Maximum of 3 Points):

Academic Qualification: Degree or Diploma in Engineering, Construction Management, or Project Management, rated at National Qualifications Framework (**NQF**) **Level 6 or NQF Level 7 (or higher)** as registered with the South African Qualifications Authority (SAQA).

Professional Registration: Full and active Professional Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Project Manager (Pr.PM) or Professional Construction Project Manager (Pr.CPM), or equivalent recognized registration in the Built Environment.

Relevant Qualifications and Professional Registration Profile	Maximum Attainable Points (3)
Holds an NQF Level 7 or higher qualification AND provides proof of current SACPCMP professional registration as a Pr.PM / Pr.CPM (or equivalent recognized registration).	3
Holds an NQF Level 6 qualification AND provides proof of current SACPCMP professional registration as a Pr.PM / Pr.CPM (or equivalent recognized registration).	2
Does not meet the minimum qualifications or professional registration requirements.	0

Part B - Relevant Experience or Completed Comparable Projects (Maximum of 4 Points):

Eligible reference contracts submitted must demonstrate experience gained subsequent to obtaining the applicable professional registration and must reflect involvement across the asset deployment, maintenance lifecycle, and support framework functions, including but not limited to the specified experience areas listed below.

- Successfully managed, coordinated, or completed projects involving the installation, testing, commissioning, and long-term maintenance/support of AMR/AMI, utility monitoring, or similar infrastructure projects.
- Planning, scheduling, and operational lifecycle management of Smart utilities metering infrastructure (electricity & water), or system-based utility support delivery.
- Managing electrical, utility metering, water infrastructure, automation, or smart metering deployment and multi-year maintenance service level agreements.
- Managing End-to-end design, implementation, testing, commissioning, and continuous operational maintenance support of Smart Metering, Automated Meter Reading (AMR), Advanced Metering Infrastructure (AMI), utility monitoring, energy management, water management, SCADA, Internet of things (IoT), or related utility asset management systems.

- Project management, performance monitoring, and SLA tracking of multi-disciplinary teams (maintenance engineering, support technicians, Information and Communication Technology (ICT) sub-contractors, and corporate health and safety).
- Multi-site asset maintenance programme coordination, preventative maintenance tracking, contract administration, and financial cost control.
- Project implementation planning, risk logs administration, operational asset registers setup, and stakeholder management.
- Construction scheduling, field progress monitoring, routine maintenance scheduling, and corporate quality management frameworks.
- Management of capital projects and operational support frameworks within operational Airports or comparable live operational environments (EB/EP projects only).
- Commissioning, client technical handover, asset tracking close-out, and transition to operations.

Reference or Successfully Completed Comparable Projects: Please Complete table **FORM A5.2** and Attach copies of the proposed resource's Curriculum Vitae (CV), qualifications, and proof of professional registration for evaluation purposes. The proposed resource shall have:

Relevant Management Experience	Maximum Attainable Points (4)
Successfully completed a minimum of Four (4) comparable projects and possess a minimum of Seven (7) years' overall relevant experience, covering at least Four (4) of the specified experience areas listed above.	4
Successfully completed a minimum of Three (3) comparable projects and possess a minimum of Five (5) years' overall relevant experience, covering at least Three (3) of the specified experience areas listed above.	3
Successfully completed a minimum of Two (2) comparable projects and possess a minimum of Three (3) years' overall relevant experience, covering at least Two (2) of the specified experience areas listed above.	2
Possess less than Three (3) years' overall relevant experience and have successfully completed at least One (1) comparable project.	1
No relevant experience provided	0

A3	Electrical / Energy Metering Installer (Lead Electrician Artisan)	Points Maximum Attainable Points (6)								
Key Responsibilities and Services to Offer.										
NEC3 ECC - Asset Delivery: Responsible for the physical installation, connection, calibration testing, testing, and commissioning of smart electricity meters, communication modules, AMR gateways, and data concentrators; executes electrical reticulation, distribution board (DB) modifications, circuit segregation, and electrical fault-finding diagnostics, ensures full compliance with the Occupational Health and Safety Act and the Electrical Installation Regulations, and legally issues formal Certificates of Compliance (CoC) for all modified or newly established electrical networks. NEC3 TSC - On-Site Support: Transitions fully into the role of the On-site Resident AMR Maintenance Electrician. Responsible for the continuous monitoring of real-time data transmission dashboards and uptime metrics to catch network drops instantly, manages the technical helpdesk platform logging queues, coordinates first-line, safe physical swaps of modular communication hardware (such as modems, antennas, and internal backup batteries) when meters drop offline, including replacement of meters and executes emergency on-site electrical fault-finding and preventative maintenance testing within strict Option X17 Service Level Agreement (SLA) response windows.										
<u>Part A - Relevant Qualifications and Required Registration (Maximum of 2 Points):</u>										
Academic Qualification: Qualified Trade-Tested Electrician with an Occupational Certificate: Electrician, National Certificate in Electrical Engineering, or equivalent recognized electrical trade qualification, rated at National Qualifications Framework (NQF) Level 4 (or higher) as registered with the South African Qualifications Authority (SAQA).										
Professional Registration: Fully registered with the South African Department of Employment and Labour (DoEL), possessing a valid Wireman's Licence, and fully authorized to issue a Certificate of Compliance (CoC).										
<table><tr><th>Relevant Qualifications and Professional Registration Profile</th><th>Maximum Attainable Points (2)</th></tr><tr><td>Holds an NQF Level 5 or higher qualification in Electrical Engineering AND provides proof of a valid DoEL Wireman's Licence and a Trade Qualification in Electrical.</td><td>2</td></tr><tr><td>Holds an NQF Level 4 qualification (Trade Test Certificate / Red Seal) AND provides proof of a valid DoEL Wireman's Licence and a Trade Qualification in Electrical.</td><td>1</td></tr><tr><td>Does not meet the minimum qualifications or professional registration requirements.</td><td>0</td></tr></table>			Relevant Qualifications and Professional Registration Profile	Maximum Attainable Points (2)	Holds an NQF Level 5 or higher qualification in Electrical Engineering AND provides proof of a valid DoEL Wireman's Licence and a Trade Qualification in Electrical.	2	Holds an NQF Level 4 qualification (Trade Test Certificate / Red Seal) AND provides proof of a valid DoEL Wireman's Licence and a Trade Qualification in Electrical.	1	Does not meet the minimum qualifications or professional registration requirements.	0
Relevant Qualifications and Professional Registration Profile	Maximum Attainable Points (2)									
Holds an NQF Level 5 or higher qualification in Electrical Engineering AND provides proof of a valid DoEL Wireman's Licence and a Trade Qualification in Electrical.	2									
Holds an NQF Level 4 qualification (Trade Test Certificate / Red Seal) AND provides proof of a valid DoEL Wireman's Licence and a Trade Qualification in Electrical.	1									
Does not meet the minimum qualifications or professional registration requirements.	0									
<u>Part B - Relevant Experience or Completed Comparable Projects (Maximum of 4 Points):</u>										
Eligible reference contracts submitted must demonstrate experience across electrical installations, network integration, and long-term asset lifecycle maintenance and support frameworks, including, but not limited to, the following:										

- Successfully completed projects involving the installation, testing, commissioning, preventative maintenance, and asset management of smart electricity meters, AMR devices, communication modules, or related electrical monitoring infrastructure.
- Electrical installations, electricity metering networks, utility monitoring platforms, or smart electricity meter installations integrated with an AMR system, including helpdesk tracking and the issuing of Certificates of Compliance (CoC).
- Installation, testing, calibration, physical replacement, diagnostics, and commissioning of smart electrical meters integrated with AMR systems or financial billing software platforms.
- First-line physical hardware swaps, dashboard monitoring, and corrective maintenance of smart electricity meters.
- Testing, commissioning, and automated validation monitoring of electricity metering systems.
- AMR/AMI device installation, wireless signal field verification, and routing gateway configuration.
- Metering infrastructure asset maintenance, preventative testing, battery tracking, and hardware upkeep.
- Communication module configuration, antenna alignment, and remote signal performance monitoring.
- Integration of smart electricity meters with AMR/AMI networks and backend cloud hosting applications and backups.
- Configuration, diagnostic testing, fault-finding, and functional verification of smart electronic meters.
- Distribution board (DB) technical modifications, circuit segregation, low-voltage interventions, and the associated issuing of Certificates of Compliance (CoC).
- Fault-finding, predictive maintenance diagnostics, and corrective lifecycle support for Airport or commercial electrical installations.
- Competent in low-voltage installations complying strictly with the Occupational Health and Safety Act and associated Electrical Installation Regulations.
- Experience operating within live operational Airports or comparable complex, multi-site live commercial environments (EB/EP projects only).

Reference or Successfully Completed Comparable Projects: Please Complete **FORM A5.3** and Attach copies of the proposed resource's Curriculum Vitae (CV), qualifications, and proof of professional registration for evaluation purposes. The proposed resource shall have:

Installation and Maintenance Experience	Maximum Attainable Points (4)
Successfully completed a minimum of Four (4) comparable projects and possess a minimum of Seven (7) years' overall relevant experience, covering at least Four (4) of the specified experience areas listed above.	4
Successfully completed a minimum of Three (3) comparable projects and possess a minimum of Five (5) years' overall relevant experience, covering at least Three (3) of the specified experience areas listed above.	3
Successfully completed a minimum of Two (2) comparable projects and possess a minimum of Three (3) years' overall relevant experience, covering at least Two (2) of the specified experience areas listed above.	2
Possess less than Three (3) years' overall relevant experience and have successfully completed at least One (1) comparable project.	1
No relevant experience provided	0

A4	Water Metering Installer (Lead Plumber / Civil Artisan)	Maximum Attainable Points (5)
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Key Responsibilities and Services to Offer.

- NEC3 ECC - Asset Delivery:** Responsible for the physical installation, positioning, calibration testing, and formal commissioning of smart water meters, pulse modules, flow monitoring instruments, and electronic leak detection devices, executes main line trenching, civil mounting protection, pipe infrastructure alignment, water reticulation modifications, and pressure testing, and ensures all installations strictly adhere to national building regulations and municipal water reticulation safety codes.
- NEC3 TSC – Ad Hoc Call-Out Support:** Does not transition into a full-time, on-site role, but remains bound to the contract on an ad-hoc, hourly call-out basis. Dispatched to site via formal NEC3 TSC Clause 19 Task Orders to handle advanced, high-risk corrective plumbing maintenance, performs complex mechanical diagnostics or physical swap-outs of large-scale bulk check meters, manages pipe modifications or water line shutdowns required for onboarding new Airport commercial tenants, and maintains the physical inventory control and replacement planning of mechanical water utility components.

Part A - Relevant Qualifications and Required Registration (Maximum of 2 Points):

Academic Qualification: Qualified Trade-Tested Plumber with an Occupational Certificate: Plumber, National Certificate in Plumbing, Trade Qualification in Civil Installations, or equivalent recognized qualification in the plumbing or civil installation disciplines, rated at National Qualifications Framework (NQF) Level 4 (or higher) as registered with the South African Qualifications Authority (SAQA).

Professional Registration: Fully registered with the South African Department of Employment and Labour (DoEL), possessing a valid Wireman’s Licence, and fully authorized to issue a Certificate of Compliance (CoC).

Relevant Qualifications and Professional Registration Profile	Maximum Attainable Points (2)
Holds an NQF Level 5 or higher qualification in Civil Engineering / Plumbing Infrastructure AND provides proof of a valid PIRB Card and a Trade Qualification in Plumbing/Civil Installations.	2
Holds an NQF Level 4 qualification (Trade Test Certificate) AND provides proof of a valid PIRB Card and a Trade Qualification in Plumbing/Civil Installations.	1
Does not meet the minimum qualifications or professional registration requirements.	0

Part B - Relevant Experience or Completed Comparable Projects (Maximum of 3 Points):

Eligible reference contracts submitted shall demonstrate experience gained subsequent to obtaining the applicable professional registration across plumbing installations, utility integration, and civil maintenance frameworks, including, but not limited to, the following:

- Successfully completed projects involving the installation, testing, commissioning, and long-term asset management of water metering systems, smart water meters, flow monitoring networks, leak detection systems, or related water infrastructure assets.
- Installation, testing, calibration, mechanical replacement, and commissioning of smart water meters integrated with centralised AMR systems, including the administration of plumbing maintenance tracking logs and reporting.
- Water reticulation system layout designs, civil modifications, and network expansion management.
- Plumbing infrastructure maintenance, pipe thread alignment, valving setups, and water network pressure diagnostics.
- Physical installation of smart domestic and bulk industrial water meters.
- Testing, flow calibration verification, and field commissioning of water metering systems.
- Configure flow monitoring sensors to send data automatically to remote logging gateways.
- Leak detection systems configuration, logging testing, and automated alarm verification.
- Integration of smart electronic water meters with central AMR/AMI Head-End software architectures.
- Configuration, digital setup, pulse calibration, and functional validation of smart water meters.
- Water network pressure testing, data tracking, and structural pipeline asset management.
- Water infrastructure maintenance, valve replacements, strainer clearing, and preventative lifecycle servicing.
- Provision of plumbing certificates of compliance or official municipal inspection sign-offs.
- Ensuring quality, environmental protection, and safety standards of civil and plumbing installations.
- Occupational Health and Safety (OHS) compliance and competency in South African municipal water reticulation standards.
- Experience operating within live operational Airports or comparable multi-site, high-security live industrial and commercial environments.

Reference or Successfully Completed Comparable Projects: Please Complete **FORM A5.4** and Attach copies of the proposed resource's Curriculum Vitae (CV), qualifications, and proof of professional registration for evaluation purposes. The proposed resource shall have:

Installation and Maintenance Experience	Maximum Attainable Points (3)
Successfully completed a minimum of Four (4) comparable projects and possess a minimum of Seven (7) years' overall relevant experience, covering at least Four (4) of the specified experience areas listed above.	3
Successfully completed a minimum of Three (3) comparable projects and possess a minimum of Five (5) years' overall relevant experience, covering at least Three (3) of the specified experience areas listed above.	2
Successfully completed a minimum of Two (2) comparable projects and possess a minimum of Three (3) years' overall relevant experience, covering at least Two (2) of the specified experience areas listed above.	1
No relevant experience provided	0

A5	Health and Safety Officer	Maximum Attainable Points (4)
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Key Responsibilities and Services to Offer.

- NEC3 ECC - Asset Delivery:** Responsible for the development, implementation, monitoring, and auditing of the project-specific Construction Health and Safety Plan, enforces strict compliance with the Occupational Health and Safety Act, Construction Regulations, and Airport safety protocols, conducts on-site risk assessments, safety inductions, and daily safety toolbox talks, manages and audits the permit-to-work systems and high-voltage Lockout/tagout (LOTO) safety procedures, conducts formal incident investigations and root-cause analysis, executes continuous on-site compliance monitoring, hazard identification, and safety reporting, and serves as the primary liaison with ACSA's internal health and safety agents to report on all site safety metrics and accident-prevention targets.
- NEC3 TSC** - Does not transition into the 60 - Month operational maintenance contract. Their dedicated full-time site safety role terminates automatically upon the issuance of the formal Certificate of Completion under the ECC framework at Month Twelve (12).

Part A - Relevant Qualifications and Required Registration (Maximum of 2 Points):

Academic Qualification: National Diploma or relevant qualification in Occupational Health and Safety / Safety Management / Environmental Health, rated at National Qualifications Framework (**NQF**) **Level 6 (or higher)** as registered with the South African Qualifications Authority (SAQA).

Professional Registration: Full and active Professional Registration with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Health and Safety Manager (Pr.CHSM) or Professional Construction Health and Safety Officer (Pr.CHSO).

Relevant Qualifications and Professional Registration Profile	Maximum Attainable Points (2)
Holds an NQF Level 6 or higher qualification AND provides proof of current SACPCMP professional registration as a Professional Construction Health and Safety Manager (Pr.CHSM).	2
Holds an NQF Level 6 or higher qualification AND provides proof of current SACPCMP professional registration as a Professional Construction Health and Safety Officer (Pr.CHSO).	1
Does not meet the minimum qualifications or professional registration requirements.	0

Part B - Relevant Experience or Completed Comparable Projects (Maximum of 2 Points):

Eligible reference contracts submitted shall demonstrate experience gained subsequent to obtaining the applicable professional registration across occupational health, site safety enforcement, and infrastructure safety compliance frameworks, including, but not limited to, the following:

- Successfully completed projects involving utility infrastructure, electrical installations, water infrastructure, or smart metering software and hardware rollouts.

- Implementing complete Occupational Health and Safety Management Systems, safety planning, and site enforcement.
- Development, execution, and auditing of construction-specific Health and Safety Plans.
- Conducting comprehensive, on-site hazard identifications and technical risk assessments.
- Administering operational permit-to-work systems, high-voltage Lockout/tagout (LOTO) protocols, and circuit isolation procedures.
- Executing formal incident investigations, flash-hazard reports, and site accident root-cause analysis.
- Conducting scheduled site safety audits, compliance inspections, and regulatory health reviews.
- Enforcing safety standards on live electrical networks, substation environments, and utility infrastructure projects.
- Managing plumbing safety, deep trenching hazards, and structural water infrastructure projects.
- Monitoring health and safety frameworks on smart metering or digital infrastructure installation projects.
- Continuous on-site compliance monitoring, hazard logging, accident reporting, and enforcing safe physical working practices.
- Experience operating within live operational Airports or comparable high-security, high-traffic, live commercial and industrial operational environments.

Reference or Successfully Completed Comparable Projects: Please *Complete FORM A5.5 and Attach copies of the proposed resource's Curriculum Vitae (CV), qualifications, and proof of professional registration for evaluation purposes. The proposed resource shall have:*

Installation and Maintenance Experience	Maximum Attainable Points (2)
Successfully completed a minimum of Three (3) comparable projects and possess a minimum of Five (5) years' overall relevant experience, covering at least Three (3) of the specified experience areas listed above.	2
Successfully completed a minimum of Two (2) comparable projects and possess a minimum of Three (3) years' overall relevant experience, covering at least Two (2) of the specified experience areas listed above.	1
No relevant experience provided	0

General Note Applicable to All Key Personnel:

The Tenderer shall provide all **mandatory Key Personnel resources** identified in this Tender. All proposed Key Personnel shall be available for the duration of the Contract. Failure to provide any of the mandatory Key Personnel resources may result in the Tender being deemed non-responsive.

Key Personnel will be evaluated solely on their relevant experience. Tenderers should complete **Tables A5.1 to A5.5** in full for each proposed Key Personnel resource. Points will be awarded based on the relevant experience demonstrated through the information provided in these tables and/or elsewhere in the tender submission, including CVs and supporting documentation. Where the tables are not completed, the Employer reserves the right to evaluate the relevant experience based on the information provided elsewhere in the tender submission.

ACSA reserves the right to verify all information submitted, including qualifications, professional registrations, employment history, project experience, reference letters, appointment letters, completion certificates, and client contact details. ACSA may contact or visit the relevant organisations to confirm the involvement of the proposed key personnel in the projects referenced.

A6	Project Implementation Plan and Rollout Methodology (12 - Month Asset Delivery NEC3 ECC Contract), Component 1	Maximum Attainable Points (10)
	The Tenderer shall submit a highly detailed, site-specific Project Implementation Plan demonstrating its holistic engineering and operational understanding of the comprehensive requirements for the design, supply, delivery, installation, configuration, testing, commissioning, integration, training, operational handover, and initial maintenance interface of the Automated Meter Reading (AMR) System for both water and electricity across all Cluster 1 Airports. The Tenderer must demonstrate a practical, realistic, fully compliant and legally sound engineering methodology for delivering the complete, End-to-End implementation of the AMR system within a strict timeline of Twelve (12) Months from the Contract Commencement Date. The Project Implementation Plan must clearly demonstrate how the single Contractor intends to manage a complex, phased rollout across multiple operational, high-security Airport environments simultaneously while maintaining absolute Airport operational continuity, complying with all applicable South African legislation and standards, executing effective stakeholder coordination, design the entire system as a whole to ensure it meets the highest quality and legal standards (strict quality assurance), enforcing dynamic safety management, adhering to Airport operational parameters, and ensuring successful, leak-free integration with ACSA's existing utility infrastructure and internal information technology systems. To secure technical points, the Project Implementation Plan submitted by the Tenderer must, as a mandatory baseline requirement, fully address the following core operational frameworks: • <u>Consolidated Resource Deployment Schedule</u> - A comprehensive resource histogram indicating the precise deployment and time allocation of project management, engineering, installation, commissioning, and support resources throughout the Twelve (12) Month implementation period. This schedule must explicitly map the active utilisation of your Lead Electrician during the physical installation phase and demonstrate how their time transitions into setting up the live, on-site TSC Helpdesk and First-Line Support framework as Airport zones achieve Sectional Completion. • <u>12-Month Project Execution Programme</u> - A detailed Gantt chart and technical narrative illustrating the proposed implementation methodology, key activities, project phases, critical milestones, dependencies, and critical path items over the Twelve (12) Month build window. The programme must show logical scheduling for multi-Airport site surveys, detailed engineering designs, bulk hardware procurement, physical electrical and civil/plumbing installations, wireless communication gateway network setups, software configurations, financial Application Programming Interface (API) integrations with ACSA's internal centralised software or corporate financial accounting platforms, comprehensive quality testing, stability commissioning, staff training, As-built documentation compiling, and final operational handover, including manuals. • <u>Project-Specific Risk Management Plan</u> - A structured risk matrix identifying critical construction, logistical, and digital risks inherent to high-security utility projects. The plan must clearly define potential operational impacts, customised mitigation measures, contingency planning, and clear risk ownership models (covering risks such as wireless signal blockages within terminal concrete structures, structural procurement delays, data packet drops, and revenue calculation discrepancies).	

- **Construction Safety Management Plan** - A detailed safety program demonstrating absolute compliance with South Africa's Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), applicable Construction Regulations, and Airport-specific airside/landside safety guidelines. The plan must outline strict procedures for acquiring Airport permit-to-work clearances, executing high-voltage electrical distribution board (DB) modifications, enforcing mandatory Lockout/tagout (LOTO) safety controls, implementing deep trenching plumbing safety, and managing multi-site incident reporting.
- **Project Interface Management and Stakeholder Plan** - A communication framework describing reporting structures, organisational roles, interface management boundaries, and escalation procedures to be utilised during delivery. The plan must detail the exact coordination workflows between the Contractor's transitioning Project Manager and ACSA's internal Airport operations teams, baggage handling systems, and Third-party IT service providers to ensure utility shutdowns never cause Airport system delays.
- **Quality Assurance and Technical Commissioning Plan** - A comprehensive quality management methodology aligned with NEC3 Contract quality parameters. The plan must incorporate detailed Inspection and Test Plans (ITPs), strict document control systems, non-conformance management workflows, and step-by-step testing and commissioning procedures, concluding with the execution of the mandatory **30-day continuous trial stability monitoring phase** to verify a 99.9% data transmission uptime accuracy rate before formal completion.

The Bid Evaluation Committee (BEC) will score the Tenderer's submitted Project Implementation Plan out of a maximum of **10 points** using the standardised table below:

Project Implementation Plan Scoring	Maximum Attainable Points (10)
Comprehensive, project-specific, and well-structured Project Implementation Plan submitted demonstrating a clear understanding of the complex Airport utility environment and fully addressing all Six (6) mandatory minimum requirements with a practical, highly realistic, and legally compliant Twelve (12) Month rollout methodology.	10
Detailed and project-specific Project Implementation Plan submitted that successfully addresses at least Four (4) of the mandatory minimum requirements with only minor omissions. The document demonstrates a good operational understanding of the project scope and outlines a realistic, achievable implementation methodology.	8
Adequate Project Implementation Plan submitted that addresses at least Three (3) of the mandatory minimum requirements but lacks sufficient technical detail, site-specific Airport parameters, or clear workflow diagrams, indicating a satisfactory understanding with notable omissions.	6
Basic or highly generic Project Implementation Plan submitted that addresses at least Two (2) of the mandatory minimum requirements with limited project-specific detail, relying heavily on standard, off-the-shelf text that fails to account for live Airport operating restrictions.	4
Non-Responsive Submission: No Project Implementation Plan submitted within the technical envelope, or the submitted document fails to adequately address the minimum requirements.	0

A7	Company's Experience, Core Competency, and Relevant Track Record (Completed within the past 15 Years)	Maximum Attainable Points (35)
	The Tenderer shall demonstrate proven and verifiable corporate experience in the successful delivery of comparable Automated Meter Reading (AMR), Advanced Metering Infrastructure (AMI), or related smart utility metering projects. The evaluation will assess the Tenderer's capability to successfully undertake projects of similar scope, complexity, technical requirements, and operational environments to the ACSA AMR and Smart Metering Programme. The evaluation shall consider the Tenderer's relevant years of experience, the number of successfully completed comparable projects, demonstrated technical capability in the design, supply, installation, configuration, testing, commissioning, communication networks, system integration, and lifecycle support of AMR/AMI systems, as well as experience gained within operational airports, industrial facilities, municipalities, Eskom or equivalent utility environments, residential estates, commercial developments, shopping centres, and other live operational environments. To secure technical points under this corporate track record component, Tenderers must provide documented, verifiable evidence of projects that were successfully completed within the past Fifteen (15) years from the formal closing date of this Tender. Any corporate reference, appointment letter, completion certificate, or other supporting evidence relating to projects completed more than Fifteen (15) years prior to the Tender closing date will not be considered for evaluation and shall receive Zero (0) points. Given the continuous evolution of AMR/AMI technologies, communication networks, data management platforms, and system integration requirements, only projects demonstrating relevant and comparable technical capabilities to the ACSA AMR and Smart Metering Programme will be considered for evaluation. To satisfy the Construction Industry Development Board (CIDB) work class requirements of this integrated package, corporate track records will be evaluated across both Electrical Engineering (Building - EB) and Electrical Engineering (Infrastructure - EP) project classifications. The Tenderer must demonstrate an established track record in the End-to-End delivery of modern utility tracking systems, encompassing specific technical workflows executed within active multi-site or high-security commercial landscapes. The corporate reference portfolio submitted must include documented proof of, but is not limited to, the following core technical capabilities: • Verifiable corporate experience in the simultaneous design, supply, installation, configuration, testing, and commissioning of smart utility monitoring networks that combine both electricity and water tracking feeds into a single, unified database platform. • Proven corporate engineering capability in the physical deployment, circuit segregation, distribution board modification, low-voltage protection, and mainline pipe retrofitting required to install smart electronic utility meters equipped with automated load-management and data-logging components. • Documented track record in the design, configuration, optimization, and signal fault-finding of wireline and wireless technical network infrastructures across geographically spread nodes, utilizing standard industry protocols including: • Radio Frequency (RF) Mesh networks and localized signal repeating nodes. • Power Line Communication (PLC) systems. • Long Range Wide Area Networks (LoRaWAN) and secure wireless data concentrator gateways. • Narrowband Internet of Things (NB-IoT), Zigbee infrastructure, and cellular remote measurement interfaces (GPRS/LTE). • Successful deployment and software management of Head-End Systems (HES) and advanced Meter Data Management Systems (MDMS) to securely acquire, validate, process, and manage utility data streams from multiple active field endpoints within a centralised monitoring and reporting environment.	

- Proven corporate track record in designing, developing, testing, and deploying secure financial Application Programming Interface (API) data integration links that automatically feed clean, structured utility consumption records directly into complex centralised software or corporate financial accounting platforms.
- Demonstrated capability in the identification, diagnosis, and resolution of data anomalies, missing consumption records, communication failures, and data integrity issues to ensure accurate billing and prevent revenue leakage.
- Demonstrated ability to set up data encryption, secure network firewall architectures, and access controls to protect utility networks from cyber threats while ensuring full compliance with the Protection of Personal Information Act (POPIA).
- Verifiable track record in delivering multi-year operational maintenance support frameworks under formal service level agreements, including:
- Operating Twenty-Four (24) hour, Seven (7) day a week technical helpdesk platforms and logging systems.
- Executing automated daily and weekly encrypted remote server data backups.
- Running regular disaster recovery failover testing drills and database query optimisation tuning.
- Deploying application security patches, firmware software updates, and software bug resolutions (root-cause diagnosis, source code rewrite, and live system patch deployment) without operational system lag or data dropouts.
- **Field Preventative and Corrective Maintenance Support** – Corporate experience managing field technical support teams to execute scheduled preventative cleaning, battery health monitoring, and meter calibration verification, and rapid corrective first-line physical plug-and-play modular hardware swaps (gateways, antennas, routers, and internal backup batteries) within strict hourly SLA response windows.
- **Live Multi-Site Operating Exposure** – Demonstrated successful execution of the above hardware and software lifecycles within continuous, highly sensitive, live multi-site processing environments including commercial Airports, major public municipalities, Eskom high-voltage networks, large industrial facilities, complex commercial developments, multi-block shopping centres, or residential estates.

Technical Quality Sub-Criterion Component Reference		Maximum Attainable Points (35)
Component 1	Part A - Number of Completed Projects and Technical Delivery Lifecycle	20
Component 2	Part B - System Integration and Communication Networks	10
Component 1	Part C - Operating Environment and Live Site Exposure	5
Total Maximum Attainable Points		35

Company Experience will be evaluated based on the information provided in the Master Schedule, **Form A5**. Tenderers must complete Form A5 in full for each referenced project submitted in support of their corporate track record. Supporting documentation, such as reference letters, completion certificates, appointment letters, or contracts, may be submitted to substantiate the experience claimed. Only projects captured in a fully completed **Form A5** will be considered for evaluation. Any project not captured in a completed Form A5 shall receive Zero (0) points.

Note: Airports Company South Africa reserves the right to verify any project information submitted by the Tenderer through the relevant employers, clients, or organisations to confirm the Tenderer's involvement, scope of work, successful completion, and performance. Only projects that are relevant, verifiable, and of a similar scope and complexity to the requirements of this Tender will be considered for functionality evaluation.

The Bid Evaluation Committee (BEC) will score the Tenderer's Part A, B & C out of a maximum of **35 points** using the standardised tables below:

Part A - Number of Completed Projects and Technical Delivery Lifecycle Evaluation (Maximum of 20 Points):

Experience Requirement Criteria	Maximum Attainable Points (20)
Successfully completed a minimum of Five (5) comparable projects and possess a minimum of Eight (8) years' overall relevant experience, covering at least Eight (8) of the specified experience areas listed above.	20
Successfully completed a minimum of Four (4) comparable projects and possess a minimum of Six (6) years' overall relevant experience, covering at least Six (6) of the specified experience areas listed above.	15
Successfully completed a minimum of Three (3) comparable projects and possess a minimum of Five (5) years' overall relevant experience, covering at least Four (4) of the specified experience areas listed above.	10
Successfully completed a minimum of Two (2) comparable projects and possess a minimum of Three (3) years' overall relevant experience, covering at least Two (2) of the specified experience areas listed above.	5
No relevant experience provided	0

Part B - System Integration and Communication Networks Evaluation (Maximum of 10 Points):

This criterion assesses the Tenderer's demonstrated capability in the integration, communication, data management, cybersecurity, operation, and maintenance of smart utility monitoring systems and supporting network infrastructure.

Note: For the purposes of Part B, the Bid Evaluation Committee (BEC) will assess the Tenderer's demonstrated experience in the relevant System Integration and Communication Network capability areas contained within the Company Experience requirements listed above. These include, but are not limited to:

- Smart utility monitoring network integration,
- Communication network infrastructure (RF Mesh, PLC, LoRaWAN, NB-IoT, Zigbee, GPRS/LTE),
- Head-End Systems (HES),
- Meter Data Management Systems (MDMS),
- Proven corporate track record in designing, developing, testing, and deploying secure financial Application Programming Interface (API) data integration links that automatically feed clean, structured utility consumption records directly into complex centralised software or corporate financial accounting platforms (billing system).
- Data validation and revenue assurance controls,
- Cybersecurity and POPIA compliance controls, and
- Operational support and system administration frameworks.

Integration Capability Requirement Criteria	Maximum Attainable Points (10)
Demonstrates verifiable experience covering at least Six (6) of the specified System Integration and Communication Network capability areas listed above.	10
Demonstrates verifiable experience covering at least Four (4) of the specified System Integration and Communication Network capability areas listed above.	7
Demonstrates verifiable experience covering at least Two (2) of the specified System Integration and Communication Network capability areas listed above.	5
No relevant System Integration and Communication Network experience demonstrated.	0

Part C - Operating Environment Evaluation (Maximum of 5 Points):

This criterion assesses the Tenderer's demonstrated capability to execute projects safely and successfully within complex, live, high-security operational environments without disrupting critical infrastructure and business operations.

Note: Comparable projects may be demonstrated through experience gained in operational Airports and other high-security environments, as well as residential estates, commercial office buildings, retail shopping centres, heavy industrial facilities, public municipalities, Eskom networks, and equivalent large-scale bulk utility environments, where safety, security, continuity of operations, and stakeholder coordination were critical project delivery requirements.

Operating Environment Requirement Criteria	Maximum Attainable Points (5)
Proven deployment experience within operational commercial Airports and/or other high-security, live operational environments of equivalent scope, complexity, security requirements, and operational constraints.	5
Documented deployment experience within residential estates, commercial office buildings, retail shopping centres, heavy industrial facilities, public municipalities, Eskom networks, or equivalent large-scale bulk utility environments.	3
Documented deployment experience within smaller commercial, institutional, municipal, or utility-related operating environments	2
No comparable operating environment experience demonstrated.	0

Documentation and Verification Notes:

Tenderers are highly encouraged to submit official client reference letters for each project included in support of their company experience, as these will be treated as advantageous during the verification and auditing process. In the absence of formal client reference letters, Tenderers must fully complete the Company Experience Schedule provided above for each referenced project to enable independent auditing.

Tenderers may further submit supporting documentary evidence to validate their historical track record, including but not limited to formal signed purchase orders, engineering completion certificates, practical completion certificates, signed client acceptance certificates, or any other official documentation demonstrating successful completion of comparable projects. To be accepted as valid evidence for points allocation, client reference letters or supporting documents should be issued on the Employer's / Client's official company letterhead and must contain the following components:

- Clear Client / Employer corporate name and logo.
- Official project name and brief description of the technical project scope.
- Explicit confirmation of the specific services performed by the Tenderer.
- Physical project location and geographic deployment boundaries.
- Contract commencement and completion dates (or exact contract duration).
- Confirmation that the project was successfully completed.
- Total final contract value (where the client is legally permitted to disclose such information under non-disclosure boundaries).
- The designated Employer / Client contact person, along with their active contact telephone number and corporate email address.
- The printed name, official designation, and physical/ electronic signature of the authorised representative issuing the reference.

A8	Long-Term Maintenance Strategy and Original Equipment Manufacturer (OEM) Support (60 - Month NEC3 TSC Contract)	Maximum Attainable Points (25)
The Bid Evaluation Committee (BEC) will evaluate the Tenderer's written Sixty (60) Month Maintenance Strategy, Service Infrastructure, and Original Equipment Manufacturer (OEM) Support out of a maximum of 25 points .		
Technical Quality Sub-Criterion Component Reference		Maximum Attainable Points (25)
Component 2	Part A - Drafted Maintenance Schedule, Operational Procedures and Asset Management Plan	18
	Part B - Original Equipment Manufacturer (OEM) Authorisation, OEM Agreement, and Technical Product Documentation	7
Total Maximum Attainable Points		25
Part A - Drafted Maintenance Schedule and Asset Management Plan (Maximum of 18 Points).		
The Tenderer shall submit a comprehensive, project-specific Draft Maintenance Schedule and Asset Management Plan demonstrating its holistic understanding and technical capability to operate, secure, and maintain the proposed Automated Meter Reading (AMR) for Water and Electricity Metering System throughout the Sixty (60) Month contract period, aligning with the expected Ten (10) to Fifteen (15) year long-term utility asset lifecycle. The Draft Maintenance Schedule and Asset Management Plan submitted must, as a minimum requirement, fully address the following core technical capabilities:		
• <u>Preventative Maintenance Programme</u> – Detailed annual execution framework for smart water meters, smart electricity meters, communication routing infrastructure, wireless gateways, data concentrators, networking equipment, cloud billing software application patches, and associated field monitoring devices. • <u>Corrective Maintenance Procedures</u> – Documented operational flows covering automated fault reporting, localised data diagnostics, signal troubleshooting, physical plug and play component replacement procedures, and rapid restoration of service streams. • <u>Asset Management Strategy</u> – A comprehensive methodology outlining the establishment of automated asset registers, utility asset lifecycle management, spare parts depot management, replacement planning, and material inventory controls. • <u>Service Level Agreements (SLAs)</u> – A clear performance matrix defining exact technical response times, restoration windows, organisational escalation procedures, and reporting compliance frameworks aligned with Option X17 parameters. • <u>Cybersecurity Maintenance Programme</u> – Technical infrastructure rules covering data gateway firmware management, server software updates, continuous security patch management, vulnerability assessments, data encryption, and software user access control. • <u>Performance Monitoring and Reporting Framework</u> – A structured, auditable mechanism detailing monthly, quarterly, and annual reporting, continuous data system availability monitoring, ongoing monthly tenant billing verification, communication signal performance tracking, remote meter reading or meter health tracking and a continuous improvement loop.		

Drafted Maintenance Schedule and Asset Management Plan Requirement Evaluation Criteria	Maximum Attainable Points (18)
Comprehensive, project-specific Draft Maintenance Schedule and Asset Management Plan submitted completely addressing all Six (6) minimum requirements with a practical, highly structured lifecycle maintenance approach.	18
Detailed Drafted Maintenance Schedule submitted fully addressing at least Four (4) of the minimum requirements with only minor omissions.	14
Basic Drafted Maintenance Schedule submitted addressing at least Two (2) of the minimum requirements but lacking sufficient technical details, system diagrams, or workflows.	10
Failed to submit a Drafted Maintenance Schedule	0

Part B – Original Equipment Manufacturer (OEM) Authorisation, OEM Agreement and Technical Product Documentation (Maximum of 5 Points).

The Tenderer shall demonstrate that the proposed Automated Meter Reading (AMR) system is fully supported by the Original Equipment Manufacturer (OEM). The Tenderer shall also provide evidence that the AMR hardware complies with the Employer's technical requirements, applicable South African National Standards (SANS), South African Bureau of Standards (SABS) and International Electrotechnical Commission (IEC) requirements. This shall ensure that the system is fully supported and maintained throughout the contract period. The Tenderer shall submit, as a minimum, the following:

- A valid OEM Authorisation Letter confirming that the Tenderer is an authorised supplier, installer, systems integrator, commissioning partner and maintenance/service provider for the proposed AMR solution.
- A signed OEM Partnership Agreement, Support Agreement, Distributor Agreement, or equivalent OEM undertaking confirming the availability of warranty support, technical assistance, software and firmware updates, spare parts, product lifecycle support, and technical escalation.
- Technical Documentation - Official OEM product brochures, technical datasheets, specifications and technical manuals for all major proposed equipment, including but not limited to:
 - Smart electricity meters (Single-Phase meters, and Three-Phase (Direct/CT) meters).
 - Smart water meters.
 - Server.
 - Communication modules (gateways / data concentrators).
 - Communication devices and network infrastructure (RF Mesh, LoRaWAN, Cellular (GPRS/3G/4G/LTE/NB-IoT), Ethernet, Wi-Fi or PLC devices, as applicable).
 - Meter Data Management System (MDMS) / Head-End System (HES) and associated software (where applicable).
 - Any proprietary software forming part of the AMR solution.

- Applicable regulatory compliance documentation, including South African National Standards (SANS) or South African Bureau of Standards (SABS) compliance, International Electrotechnical Commission (IEC), National Regulator for Compulsory Specification (NRCS) approvals, Independent Communications Authority of South Africa (ICASA) approvals (where applicable), and any other statutory approvals relevant to the proposed equipment.

OEM Support & Technical Product Documentation Requirement Evaluation Criteria	Maximum Attainable Points (7)
Valid OEM Authorisation Letter, OEM Support Agreement (or equivalent), AND complete OEM technical documentation submitted.	7
Valid OEM Authorisation Letter, OEM Support Agreement (or equivalent), AND at least Four (4) OEM technical documentation submitted.	5
Valid OEM Authorisation Letter, OEM Support Agreement (or equivalent), AND at least Two (2) OEM technical documentation submitted.	3
No valid OEM Authorisation Letter or insufficient evidence of OEM support and technical compliance submitted.	0

Table Three (3): Summary of points allocation for Stage 3.

d) Stage 4: Price and Preference.

In accordance with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), and the Preferential Procurement Regulations, 2022, only Tenderers who have achieved the minimum cumulative functionality score of **Seventy (70)** points out of **One hundred (100)** under **Stage 3**, Technical Functionality shall proceed to **Stage 4**, Price and Preference.

This procurement provides for the appointment of One (1) Principal Contractor per Cluster, responsible for the overall execution and performance of both the Asset Delivery (NEC3 ECC) and the Operational Service Maintenance (NEC3 TSC) components. Accordingly, the pricing evaluation shall be undertaken as a single integrated financial assessment based on the Tenderer's combined submission for both contracts. Separate awards, split-vendor appointments, or partial allocations of the scope of work shall not be considered.

The successful Tenderer may subcontract approved portions of the Asset Delivery and/or Operational Service Maintenance components in accordance with the requirements of this Tender. However, such subcontracting arrangements shall not relieve the Principal Contractor of its contractual obligations, and the Principal Contractor shall remain fully responsible and accountable to ACSA for the delivery and performance of both contracts.

- i) This tender shall be evaluated using the 80/20 Preference Point System in accordance with the Preferential Procurement Regulations, 2022, applicable to procurements with a contract value of up to R50 000 000 (inclusive of all applicable taxes) per Cluster.
The Bid Evaluation Committee (BEC) shall calculate the financial score based on the combined Total Cost of Ownership (TCO) for the Asset Delivery and Operational Service Maintenance components per Cluster using the following formula:

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

Where:

P_s = The points scored for the price of the tender under consideration.

P_t = The Total Cost of Ownership (TCO) price of the tender under consideration.

P_{min} = The Combined Lifecycle Total Cost of Ownership (TCO) price of the lowest acceptable tender.

Price and Preference	Points
Price (P_s)	80
Specific goals	20
Total points for price and specific goals	100

Table Four (4): Summary of points allocation for Price & Preference.

ii) Evaluation of Preference Points.

The remaining preference points (**20 points**) shall be awarded in accordance with the Preferential Procurement Regulations, 2022, and Airports Company South Africa's (ACSA's) Preferential Procurement Policy, based on the applicable specific goals for this tender. Tenderers shall submit the prescribed documentary evidence in support of the claimed specific goals, including, where applicable, a valid B-BBEE Status Level Verification Certificate issued by a South African National Accreditation System (SANAS) accredited verification agency, or a valid sworn affidavit in the case of an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE), together with any additional documentary evidence required to substantiate the specific goals claimed.

Failure to submit the required supporting documentation shall not render the Tender non-responsive, however, the Tenderer shall score zero (0) points for the applicable preference component. The specific goals applicable to this tender and the corresponding documentary proof required are set out in the table below.

Specific Goals	Number of Points (80/20 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Black youth majority-owned entities (attach director's copy of ID and should reflect in the company profile).	5
Black women majority-owned entities (attach director's copy of ID and should reflect in the company profile).	5
Sub-contracting of South African EMEs and/or QSEs 51% owned by black people, youth, women or disabled people. attach director's copy of ID and should reflect in the company profile).	5
Non-compliant contributor	0

Table Five (5): Summary of the targeted specific goal points.

Bidder to provide proof to support The Preference Points being Claimed.

- a) Provide original or certified copy Valid sworn Affidavit OR
- b) B-BBEE Certificate from a SANAS accredited rating agency
- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided, as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice.
 - Any other supporting information..

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION (PROOF) THAT IS RELEVANT TO THE SPECIFIC GOALS.
iv) Total Cost of Ownership (TCO) Model.

The financial evaluation shall be based on the Combined Total Cost of Ownership (TCO) for each Cluster, representing the total lifecycle cost of delivering and supporting the Smart Metering System over the full contract period. Tenderers shall submit separate priced schedules for:

- **Contract 1:** NEC3 Engineering and Construction Contract (ECC) – Asset Delivery (CAPEX); and
- **Contract 2:** NEC3 Term Service Contract (TSC) – Operational Service Maintenance (OPEX).

For financial evaluation purposes, the Evaluated Tender Price (Pt) shall be the combined total of the final Contract Prices for the NEC3 ECC and NEC3 TSC for the applicable Cluster. This combined value shall constitute the Tenderer's Total Cost of Ownership (TCO) and shall be used for the calculation of price points under the 80/20 Preference Point System.

Tenderers are responsible for ensuring that all pricing is complete, accurate, and consistent across both contract pricing schedules. Any arithmetic errors, omissions, discrepancies, or inconsistencies identified during the evaluation shall be dealt with in accordance with the Conditions of Tender and the Employer's applicable Supply Chain Management policies.

Contract Reference	OR – Tambo International Airport Total Price (Excluding VAT)	Bram Fischer International Airport Total Price (Excluding VAT)
Contract 1 – Asset Delivery (CAPEX)	R	R
Contract 2 – Operational Service Maintenance (OPEX)	R	R
Combined CAPEX + OPEX	R	R
Total Cost of Ownership for the Cluster 1 (TCO) – Total Sum or Combined of all Airports (Pt).	R	

Table Six (6): Total Cost of Ownership (TCO) for **Cluster 1**.

Contract Reference	Cape Town International Airport Total Price (Excluding VAT)	George Airport Total Price (Excluding VAT)	Upington Airport Total Price (Excluding VAT)	Kimberley Airport Total Price (Excluding VAT)
Contract 1 – Asset Delivery (CAPEX)	R	R	R	R
Contract 2 – Operational Service Maintenance (OPEX)	R	R	R	R
Combined CAPEX + OPEX	R	R	R	R
Total Cost of Ownership for the Cluster 2 (TCO) – Total Sum or Combined of all Airports (Pt).	R			

Table Seven (7): Total Cost of Ownership (TCO) for **Cluster 2**.

Contract Reference	King Shaka International Airport Total Price (Excluding VAT)	King Phalo Airport Total Price (Excluding VAT)	Chief Dawid Stuurman Airport Total Price (Excluding VAT)
Contract 1 – Asset Delivery (CAPEX)	R	R	R
Contract 2 – Operational Service Maintenance (OPEX)	N/A - Covered by site	R	R
Combined CAPEX + OPEX	R	R	R
Total Cost of Ownership for the Cluster 3 (TCO) – Total Sum or Combined of all Airports (Pt).	R		

Table Eight (8): Total Cost of Ownership (TCO) for **Cluster 3**.

Tenderers shall complete the pricing summary table above. The table is provided solely to facilitate the Bid Evaluation Committee's verification, evaluation, and comparison of tendered prices. Tenderers shall reflect the values carried forward to the Form of Offer, including the ECC Contract amount, and TSC Contract amount, and the total tendered amount (cost of ownership). The amounts reflected in the pricing summary table shall reconcile with the Form of Offer and all applicable pricing schedules. In the event of any discrepancy, the pricing provisions and stated precedence of documents contained in the Tender Documents shall apply.

e) Stage 5: Objective Criteria Evaluation and Award Model

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. Should there be no bidder the complies with the objective criteria, the highest point scorer shall be awarded the bid as per the **Award of Lot / Work Package Mechanism** below.

Bidders bidding for more than One (1) lot / Work Package must complete the table below and submit it with their bid. Failure to submit a completed declaration where a bidder has bid for more than One (1) lot will result in ACSA applying the value-based test to resolve any cross-lot tie, without recourse to bidder preference.

Lot (Clusters/Work Package A)	Bidding? (Yes/No)	Preference Rank (1 = most preferred)
Lot 1 – [Cluster 1/Work Package A]	☐ Yes ☐ No	_____
Lot 2 – [Cluster 2/Work Package B]	☐ Yes ☐ No	_____
Lot 3 – [Cluster 3/Work Package C]	☐ Yes ☐ No	_____

Each lot will be evaluated independently using the applicable PPPFA preference point system (80/20) and any functionality criteria specified in the tender document. Where the same bidder emerges as the highest-scoring, compliant, acceptable bidder on more than one lot, the following cascade mechanism will apply:

- The bidder will be awarded the lot on which they scored highest overall (combined price and preference points). In the event that bidder scores are equal across, bidders are required to rank their preference (1st, 2nd, 3rd choice) in the event of a tie. *Refer to the above table.*
- The bidder's bid will thereafter be withdrawn from consideration on the remaining lot(s) on which they also scored highest.
- The remaining lot(s) will be awarded to the next-highest-scoring, compliant, acceptable bidder for that specific lot, applying the same evaluation criteria.
- Where a further tie or cascade conflict arises, the same process is repeated until each lot is allocated to a distinct bidder.

f) Stage 6: Post-Tender Clarifications, Negotiations, and Live System Demonstrations (Where Applicable).

ACSA reserves the right, in accordance with its Supply Chain Management Policy, the Preferential Procurement Regulations, 2022, and the Conditions of Tender, to undertake one or more of the following prior to the final award of the Tender:

- Invite one or more responsive Tenderers for post-tender clarifications and/or negotiations, where applicable.
- Request additional information or supporting documentation to verify or substantiate any aspect of the Tender submission.

	• Request technical documentation, user manuals, OEM authorisation and support documentation, product datasheets, system architecture, cybersecurity documentation, test certificates, or any other documentation necessary to demonstrate compliance with the Employer's requirements. • Request a live demonstration of the proposed Automated Meter Reading (AMR) System, including the software platform, dashboards, billing functionality, reporting capabilities, system integration, remote monitoring, and other key functionalities. • Request access to a live production environment, test environment, or demonstration platform for evaluation purposes. • Request demonstrations of existing or previously implemented systems, references from previous clients, or other evidence demonstrating the successful implementation of the proposed solution. • Where appropriate, request the Tenderer to facilitate a site visit or arrange a demonstration at an existing client installation where the proposed solution is operational, or provide suitable alternative evidence where a live demonstration is not reasonably practicable. • Verify the functionality, interoperability, performance, reliability, scalability, integration capability, and compliance of the proposed solution with the Employer's requirements. • Take into consideration any information, documentation, demonstrations, or clarification provided by the Tenderer as part of the overall evaluation and verification process.
C.3.12	Insurance provided by the employer The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover: • Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands). • Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.
C.3.13	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.

T1.3 Standard Conditions of Tender (Annex C of CIDB SFU)

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 ten (10) 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.

Part T2: Returnable Documents

T2: List of Returnable Documents and Schedules

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Certificate of Attendance at Compulsory Briefing Session; and Bidder must sign the Attendance Register.	
	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 and the Key Personnel (Completed Projects)	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Client/Trade 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: Confidentiality and Non-Disclosure Agreement.	
	A13: Declaration of Interest Form and Politically Exposed Person	
	A14: Insurance Commitment	
2	Other documents required only for tender evaluation purposes	
	B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
	B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
	B5: Central Supplier Database (CSD) proof of registration.	
	B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
	B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
	B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	
3	Returnable Schedules & Documents required for tender evaluation purposes that will be incorporated into the contract	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Domestic Subcontractors (<i>where applicable</i>)	
	C3: Subcontractor's Supporting Documents (<i>where applicable</i>)	
	C4: Plant and Equipment	
	C5: B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
	C6: CV's of key personnel	
	C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.	
	C8: Project Plan/Program	
	C9: Occupational Health and Safety Questionnaire	
	C10: Proposed Amendments and Qualifications	

The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
In Contract Document : C1.1 Form of Offer and Acceptance	
In Contract Document : C2.2 Activity/Pricing 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 cell 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 A4)** 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 **COR8204/2026/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)

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			

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

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

Signed		Date	
Name		Position	
Tenderer			

Key Personnel Register: Tenderers must complete the register layout below for each of the proposed roles and append all verified credentials directly to this appendix.

Mandatory Assigned Project Position Reference	Proposed Personnel Name and Surname	Highest Tertiary Qualification and SAQA NQF Level	Professional Statutory Registration Council Name and ID Number / Reference	Total Active Years of Experience
A1: Design & Integration Engineer				
A2: Project Manager (PM)				
A3: Lead Electrical / Energy Electrician Artisan				
A4: Lead Plumber / Civil Artisan				
A5: Health & Safety Officer				

**FORM A6. Copies of Completion Certificates of Previous Projects Completed – N/A**

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

Not Applicable for this tender

Signed		Date	
Name		Position	
Tenderer			

**FORM A7.1. Client/Trade Reference Letters of Previous Projects Completed**

REFER FUNCTIONALITY CRITERIA FOR INFORMATION THAT MUST BE CONTAINED IN THE CLIENT REFERENCE LETTERS.

Signed		Date	
Name		Position	
Tenderer			

**Form A8. Proof of Contract Values of Previous Projects Completed – N/A**

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

Not Applicable for this tender

Signed		Date	
Name		Position	
Tenderer			

Form A9. Schedule of Current Commitments = NOT APPLICABLE

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form

Employer, contact person and telephone number	Consultant/ Principal Agent, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed		Date	
Name		Position	
Tenderer			

FORM A10. Bidder's Disclosure (SBD4)

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.

FORM 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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS / PREFERENCE	20
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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s	=	Points scored for price of tender under consideration
P_t	=	Price of tender under consideration
P_{min}	=	Price of lowest 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—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Specific Goals	Number of Points (80/20 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Black youth majority-owned entities (attach director's copy of ID and should reflect in the company profile).	5
Black women majority-owned entities (attach director's copy of ID and should reflect in the company profile).	5
Sub-contracting of South African EMEs and/or QSEs 51% owned by black people, youth, women or disabled people. attach director's copy of ID and should reflect in the company profile).	5
Non- compliant contributor	0

Total Cost of Ownership (TCO) Model.

The financial evaluation shall be based on the Combined Total Cost of Ownership (TCO) for each Cluster, representing the total lifecycle cost of delivering and supporting the Smart Metering System over the full contract period. Tenderers shall submit separate priced schedules for:

- **Contract 1:** NEC3 Engineering and Construction Contract (ECC) – Asset Delivery (CAPEX); and
- **Contract 2:** NEC3 Term Service Contract (TSC) – Operational Service Maintenance (OPEX).

For financial evaluation purposes, the Evaluated Tender Price (Pt) shall be the combined total of the final Contract Prices for the NEC3 ECC and NEC3 TSC for the applicable Cluster. This combined value shall constitute the Tenderer's Total Cost of Ownership (TCO) and shall be used for the calculation of price points under the 80/20 Preference Point System.

Tenderers are responsible for ensuring that all pricing is complete, accurate, and consistent across both contract pricing schedules. Any arithmetic errors, omissions, discrepancies, or inconsistencies identified during the evaluation shall be dealt with in accordance with the Conditions of Tender and the Employer's applicable Supply Chain Management policies.

Contract Reference	OR – Tambo International Airport Total Price (Excluding VAT)	Bram Fischer International Airport Total Price (Excluding VAT)
Contract 1 – Asset Delivery (CAPEX)	R	R
Contract 2 – Operational Service Maintenance (OPEX)	R	R
Combined CAPEX + OPEX	R	R
Total Cost of Ownership for the Cluster 1 (TCO) – Total Sum or Combined of all Airports (Pt).	R	

Table Six (6): Total Cost of Ownership (TCO) for **Cluster 1**.

Contract Reference	Cape Town International Airport Total Price (Excluding VAT)	George Airport Total Price (Excluding VAT)	Upington Airport Total Price (Excluding VAT)	Kimberley Airport Total Price (Excluding VAT)
Contract 1 – Asset Delivery (CAPEX)	R	R	R	R
Contract 2 – Operational Service Maintenance (OPEX)	R	R	R	R
Combined CAPEX + OPEX	R	R	R	R
Total Cost of Ownership for the Cluster 2 (TCO) – Total Sum or Combined of all Airports (Pt).	R			

Table Seven (7): Total Cost of Ownership (TCO) for **Cluster 2**.

Contract Reference	King Shaka International Airport Total Price (Excluding VAT)	King Phalo Airport Total Price (Excluding VAT)	Chief Dawid Stuurman Airport Total Price (Excluding VAT)
Contract 1 – Asset Delivery (CAPEX)	R	R	R
Contract 2 – Operational Service Maintenance (OPEX)	N/A - Covered by site	R	R
Combined CAPEX + OPEX	R	R	R
Total Cost of Ownership for the Cluster 3 (TCO) – Total Sum or Combined of all Airports (Pt).	R		

*Table Eight (8): Total Cost of Ownership (TCO) for **Cluster 3**.*

Tenderers shall complete the pricing summary table above. The table is provided solely to facilitate the Bid Evaluation Committee's verification, evaluation, and comparison of tendered prices. Tenderers shall reflect the values carried forward to the Form of Offer, including the ECC Contract amount, and TSC Contract amount, and the total tendered amount (cost of ownership). The amounts reflected in the pricing summary table shall reconcile with the Form of Offer and all applicable pricing schedules. In the event of any discrepancy, the pricing provisions and stated precedence of documents contained in the Tender Documents shall apply.

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:	
	
	
	



Form A12: 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 **Error! Reference source not found.** 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 domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
 - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
 - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.



- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 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 A13. Declaration Of Interest and Politically Exposed Person

Making a Declaration

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

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

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

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

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the
bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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



PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

 Signature

 Date

 Position

 Name of bidder



Form A14. Insurance Commitment

Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract (refer contract document for more insurance information).
- b. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. **Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.**

Signed		Date	
Name		Position	
Tenderer			

Documents B1 to B8: Attach Here

Attach the following documents here:

B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
B3: SARS Pin issued by the South African Revenue Services.
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.
B5: Central Supplier Database (CSD) proof of registration.
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants
B7: CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners



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, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

Name*	Identity Number*	Personal Income Tax Number*

** 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	
<i>Enterprise name</i>			

Form C2. Proposed Domestic Subcontractors (If Applicable)

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.			
	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed		Date	
Name		Position	
Tenderer			

**Form C3. Subcontractor Supporting Documents (If Applicable)****List supporting documents required for subcontractor:**

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Central Supplier Database (CSD) Report
- CIPC certificate
- Share Certificate
- Valid B-BBEE Certificate.
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			



Form C4. Plant and Equipment

The following are lists of major items of relevant equipment that we (bidder/contractor) 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 C5. B-BBEE – PREFERENCE POINTS**

- Provide original or certified copy of Valid sworn B-BBEE Affidavit OR

SANAS Accredited B-BBEE Certificate

- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided

as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE PROOF/SUPPORTING INFORMATION THAT IS RELEVANT TO THE FOLLOWING SPECIFIC GOALS.

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

Signed		Date	
Name		Position	
Tenderer			



FUNCTIONALITY REQUIREMENTS – Provide the following

C6: CV's of key personnel
C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.
C8: Project Plan/Program

REFER FUNCTIONALITY REQUIREMENTS IN TENDER DATA CLAUSE C.3.11 – FUNCTIONALITY AND RESPOND HERE-AFTER.



FORM C6. The CV's OF KEY PERSONNEL

Bidders are referred to Tender Data **clause C.3.11 - Functionality** which indicates the maximum possible score for information requested under this schedule.

PROVIDE DETAILED CVS OF THE KEY PERSONNEL.

- Design & Integration Engineer
- Project Manager (PM)
- Lead Electrical / Energy Electrician Artisan
- Lead Plumber / Civil Artisan
- Health & Safety Officer

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 C7. Certificates of Qualifications of Key Personnel.**

Please attach copies of Qualifications of Key Personnel as listed under Form C6 above to this page.

- **Design & Integration Engineer**
- **Project Manager (PM)**
- **Lead Electrical / Energy Electrician Artisan**
- **Lead Plumber / Civil Artisan**
- **Health & Safety Officer**

Signed		Date	
Name		Position	
Tenderer			

**FORM C8. Project Plan/Program**

Provide Information as detailed under Functionality Criteria/Evaluation.

Signed		Date	
Name		Position	
Tenderer			

Form C9. 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.		
	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?		
	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		
	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						
	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?						
	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"> <tr> <td>Process/Risk</td><td>Type of PPE</td></tr> <tr> <td> </td><td> </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					
		YEAR 1	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 C10. 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			



THE CONTRACT

REFER CONTRACT ATTACHED SEPARATELY.

**BIDDER TO COMPLETE CONTRACT IN IT'S ENTIRETY (Form of Offer, Pricing Schedules etc),
SIGN AND RETURN TOGETHER WITH THIS COMPLETED & SIGNED TENDER DOCUMENT.**