# **BID DOCUMENT**

# **FOR**

# THE APPOINTMENT OF <u>PROFESSIONAL BUILT</u> <u>ENVIRONMENT CONSULTANTS</u> FOR THE BOLLARDS: SECURE LANDSIDE AND PARKING PROJECT AT GEORGE AIRPORT

**Bid Reference Number: RFQ10248** 

# Issued by

Airports Company South Africa Cape Town International Airport

# Note:

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

NAME OF BIDDER:	

**OCTOBER 2023** 

# **BIDDER'S DETAILS**

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

# TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa SOC LTD. invites suitably qualified service providers to bid for the THE APPOINTMENT OF PROFESSIONAL BUILT ENVIRONMENT CONSULTANTS' THE BOLLARDS: SECURE LANDSIDE AND PARKING PROJECT AT GEORGE AIRPORT

TENDER ADVERTISED : 3 October 2023

**CLARIFICATION MEETING & SITE INSPECTION**: Refer to the below.

#### **Compulsory Clarification Meeting**

A virtual compulsory clarification meeting with representatives of the Employer will take place on **11 October 2023 at 11H00**. Failure to attend the virtual clarification meeting will result in the disqualification of the bidder.

Bidders are to request the MS Teams link to the clarification session two days in advance from the ACSA SCM official. An email must be sent to <a href="mailto:joseph.rulash@airports.co.za">joseph.rulash@airports.co.za</a>

# Non - Compulsory Site Inspection

Bidders to advise whether they will attend the site inspection by **COB on 11 October 2023**. The ACSA SCM Official should be contacted in this regard.

The site inspection is non-compulsory. The site inspection is scheduled for **16 October 2023 at 10h00 am**. Attendees for this optional inspection shall meet at the ACSA Offices, 1st Floor, Terminal Building, Outeniqua Boardroom, George Airport.

Only <u>two representatives</u> per company will be allowed to attend the site inspection, which is expected to last 2 hours. Safety is paramount on airside and landside and bidders are to note the ACSA safety compliance requirements as contained in this document. **Refer to Section 1.** 

CLOSING DATE AND TIME FOR QUERIES : 16h00 (South African Time), 23 October 2023

CLOSING DATE OF TENDER : 31 October 2023

**CLOSING TIME OF TENDER** : 16h00 (South African Time)

METHOD OF SUBMISSION : Email submission to

joseph.rulash@airports.co.za

**TENDER SUBMISSION** : See Section 1. Electronic Submissions to the

above email address only.

Queries relating to the issue of these documents may be addressed to ACSA SCM Official, **Mr. Joseph Rulash** on Tel no. **+27 11 409 3943** E-mail address: <a href="mailto:joseph.rulash@airports.co.za">joseph.rulash@airports.co.za</a>

Bidders must ensure that the subject line for email submission is the RFQ Number and RFQ Title.

Bidders must not email their submissions as one big attachment. Kindly break your submission into at least (04) four or more attachments of 4 MB each.

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The Tender	
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# **SECTION 1: INSTRUCTIONS TO BIDDERS**

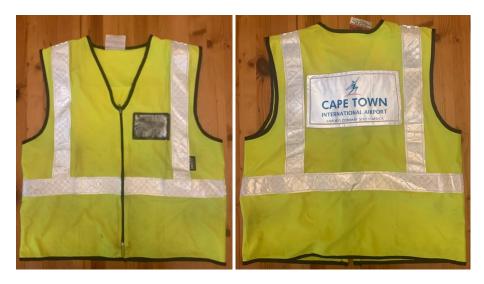
#### 1.1. Access to RFQ documents

Tenders are available for free download on <a href="www.etenders.gov.za">www.etenders.gov.za</a> and ACSA website – <a href="www.airports.co.za/business/tender-bulletin/current-and-future-tenders">www.airports.co.za/business/tender-bulletin/current-and-future-tenders</a>. Kindly print and complete.

# 1.2. Site Inspection

# Protocol for the Site Inspection

- a) While on site bidders shall always adhere to ACSA safety protocol.
- b) Protective gear shall be worn before entering Airside.ie. retroreflective safety jacket. See the picture below of an acceptable retro-reflective jacket. No other colours will be accepted.
- c) Two persons maximum, per company shall be allowed to attend the site inspection.
- d) Bidders are required to bring a <u>certified copy/ original</u> identity document, <u>not older</u> than 3 months. Failure to bring this document to site will result in the bidder not being able to access Airside.
- e) To gain access to Airside, the below details are required from Bidders:
  - Name and Surname
  - · Personal address and Work Address
  - Contact details



# 1.3. Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before 31 October 2023 at 16h00 using the following method(s):



# 1.3.1. Hand delivery:

# NOT APPLICABLE, ONLY ELECTRONIC SUBMISSIONS

A PHYSICAL FILE WILL BE REQUESTED ONLY FROM THE WINNING BIDDER AT AWARD STAGE.

#### 1.3.2. Email submissions:

Electronic copies of the bids must be e-mailed to joseph.rulash@airports.co.za

ENSURE THAT THE ELECTRONIC COPY IS WELL LABELLED AS PER THE RETURNABLES SCHEDULE. PLEASE SUBMIT IN PDF FORMAT AND BIDDERS MUST NOT SEND THEIR SUBMISSION AS ONE BIG ATTACHMENT. BREAK YOUR SUBMISSION INTO SMALLER ATTACHMENTS AND PUT THE REFERENCE NUMBER RFQ10248 AS YOUR SUBJECT FOR EMAIL.

- 1.3.3. Telephonic, telegraphic, telex, facsimile tenders will not be accepted.
- 1.3.4.Tenders may only be submitted on the tender documentation that is downloaded from the National Treasury and ACSA Websites.

#### 1.4. Alternative Bids

No alternative bids will be considered.

# 1.5. Late Bids

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

# 1.6. Clarification and Communication

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

 Name:
 Joseph Rulash

 Designation:
 SCM OFFICIAL

 Tel:
 +27 11 409 3943

 Email:
 joseph.rulash@airports.co.za

- 1.6.1. Request for clarity or information on the tender may only be requested until 16:00 pm on 23 October 2023 after this date tenderers may start submitting their bids. 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 Quotation.
- 1.6.2. Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.



- 1.6.3. Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
- 1.6.4. Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

#### 1.7. Bid Responses

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

#### 1.8. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this tender;
- 1.8.2. Split the award of this tender;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Cancel this tender.

#### 1.9. Validity Period

- 1.9.1. ACSA requires a validity period of **One Hundred and Twenty (120) business days.** from closing date for this tender.
- 1.9.2. During the validity, period the prices which have been quoted by the bidder must remain firm and valid.

# 1.10. Confidentiality of Information

- 1.10.1. ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval form the bidder whose information is sought. Furthermore,
- 1.10.2. ACSA will not disclose the names of bidders until the tender process has been finalised.
- 1.10.3. Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.



# 1.11. Hot - Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

Free Fax: 0800 00 77 88 Email: acsa@tip-offs.com



# SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK

# 2.1 Background

The project entails the installation of bollards to secure the landside public parking and landside roads, the installation of double boom facilities at the main exits from vehicle parking areas and the installation of an electronic boom facility at the entrance to the General Aviation Area.

The project intends to find a solution to mitigate the reoccurrence of vehicle theft from the airport parking area and income loss from vehicles exiting the parking through the ring road gardens.

The lack of security in these areas is currently an audit finding that can be resolved with this installation. The project will increase the terminal's safety and the fuel farm's security from attacks of vehicles carrying possible explosives, which can lead to a temporary closure of the Airport.

In 2018, Professional Engineering Services Consultants was appointed to deliver Stages 3b to 9 as stipulated in the Government Framework, Standard for Infrastructure Procurement and Delivery Management. The engineering consultants concluded the Detail Design Stage for the bollard infrastructure and completed a draft Tender document but had yet to consider the installation of the boom gate facilities as part of the design. As a result of the financial impact of the pandemic in 2020, ACSA deferred the project.

# 2.2 Purpose of this Tender

The purpose of this bid is to solicit the services of a Professional Built Environment Consulting Team for the Bollards: Secure Landside and Parking Project located at George Airport. The project was initiated to mitigate illegal activities in the existing public parking and general aviation area.

The project will be executed in a live environment, with minimal disturbances to operations, particularly AVSEC who do security patrol, as part of the NKP requirement.

To complete the remaining works for this project, ACSA requires the services of Professional Built Environment Consultant Team to undertake Engineering Design & Engineering Management Services (Deliverables stipulated in the ECSA Gazetted Guideline), provide Occupational Health and Safety Services (Deliverables stipulated in the SACPCMP), and Environmental Monitoring Services (to track and monitor Environmental Compliance during construction). The lead consultant shall appoint third-party specialists to conduct investigations.

#### 2.3 Scope of Works

#### 2.3.1. The Proposed Construction Scope of Works for this project is as follows:

The construction scope of works for this project involves the following actions, which fall on the **Landside** and **Airside** of the George Airport Precinct.

- a) Installation of permanent bollards as well as removable or collapsible bollards. Refer to Figure 1.
- b) The provision of stormwater control measures and bollards at parking entry and exit points. Refer to Figure 2.
- c) Repair of damaged pavement kerb blocks.
- d) Repair of damaged stormwater inlets.
- e) New road markings
- f) The reinstatement of existing markings where affected by the installation of bollards or boom facilities
- g) Landscaping, where affected by construction works
- h) The installation of an access control system at the existing General Aviation area (e.g. electronic booms). See Figure 3 below.



- i) Installation of double exit booms in the existing public parking area. Entry and Exit booms are required, lockable steel booms with a counterbalance. Refer to Figure 2.
- j) Installation of standard road signage within the existing public parking area and signage to deter illegal parking.

#### 3.2 Additional Construction deliverables

- a) Close Out Project in line with Employers Asset Management procedure which shall include;
  - A list of assets created in accordance with the ACSA Data Dictionary. (ACSA will provide the Data Dictionary)
  - The list of assets must contain all the details required to complete the ACSA Capitalisation form, these are:
    - Date new asset was complete and came into use.
    - List of assets to be disposed.
    - New asset: what is the expected life span of this equipment/infrastructure consider when deciding under which asset class to add asset.
    - Provide: Serial numbers, Make and model, Asset Description, Cost Centre
    - Also inform if there are different components (items that have a different life span)
    - Bar codes to be added, will be done after all assets has been identified. Barcodes available from ACSA Finance office
    - The above must match the BOQ attached to the Completion Certificate.
    - Photos with GPS coordinates are required. See example below.



The Total Estimated Cost of the Construction Scope of Works is R7 045 000 (Excl. Vat & Contingency).

- Estimated Cost for Bollards and Other works R 6 294 467 (Excl. Vat & Contingency).
- Estimated Cost for Boom Facilities and Access Control R 750 000 (Excl. Vat & Contingency)

The Construction duration is estimated to be 6 months.



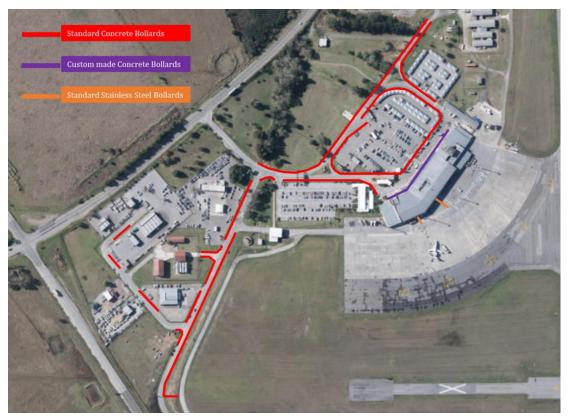


Figure 1: Proposed Landside Bollard Layout Drawing

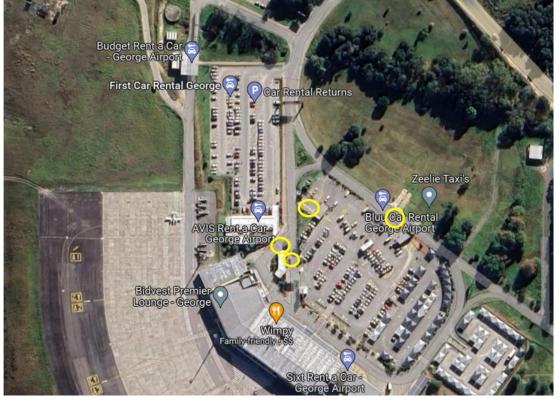


Figure 2: Proposed locations of double exit boom facilities at George Airport





Figure 3: Proposed Location of the Access Control System to be implemented at the GA Area

# 2.3.2 Scope of Works for the Professional Built Environment Team is as follows - This Tender

# 2.3.2.1 Engineering

Provide Engineering Services as described in the ECSA Gazetted Guideline, March 2021. See attached Annexure.

# a) Stage 1- Initiation

- All deliverables per the ECSA Gazetted Guideline, March 2021
- Complete an Inception Report for the full construction scope of works.
- Stage 1 is complete when an Inception Report is approved by the Project Sponsor.

#### b) Stage 2- Concept and Viability

- All deliverables per the ECSA Gazetted Guideline, March 2021
- Complete a Concept Design Report for the full construction scope of works.
- Stage 2 is complete when a Concept Design Report is approved by the Project Sponsor.

# c) Stages 3 - Detail Design

- All deliverables per the ECSA Gazetted Guideline, March 2021
- Complete an engineering detail design.
- Complete a detailed cost estimate for the full construction scope of works.
- Complete a detail design report for the full construction scope of works.
- Accept design liability by signing off the Detail Design Report and Engineering Design Drawings.
- Stage 3 is complete when a Detail Design Report is approved by the Project Sponsor.



- d) <u>Stages 4 Documentation and Procurement</u>
  - All deliverables per the ECSA Gazetted Guideline, March 2021
  - The existing draft Tender document is estimated to be 50% complete.
  - Review and update the existing draft Tender documentation. The principal consultant to transfer the
    existing content to a new ACSA tender proforma template. The existing draft tender contains
    information for the bollards scope of work only.
  - Compile, review and/update the existing BOQ. The existing BOQ contains information for the bollards scope of work only.
  - Update and complete the final Tender document with the full construction scope of work as contained in this tender.
  - Attend Bid Specification and Bid Evaluation meetings, present draft tender to BEC.
  - Write a tender evaluation report evaluation of the preferred bidders pricing.
  - The stage is complete when the Final Tender document is accepted, advertised, and the bid evaluation is complete.
- e) Stages 5 Contract Administration and Inspection
  - All deliverables per the ECSA Gazetted Guideline, March 2021.
- f) Stage 6 Close Out
  - All deliverables as per the ECSA Gazetted Guideline, March 2021.

#### 2.3.2.2 Additional Services

The provision of additional services pertaining to all stages of the project as described below.

- The provision of Level 2 Part Time Site Monitoring during construction. It is estimated that most of the construction work will take place during the day.
  - Normal Working Hours 70% of the time.
  - o Airport Non-Operational Hours 30% of the time.
- The provision of **Engineering Management Services** (Stages 1 6 deliverables as stipulated in the ECSA Guideline Gazette).
- Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.
  - The Professional Health and Safety Agent will be required to provide services as prescribed in the South African Council for the Project and Construction Management Professional (SACPCMP) document. Refer to the attached Annexure.
  - The Principal Consultant shall appoint a Professional Occupational Health and Safety Agent that is registered with SACPCMP as a Pr. CHSA.
  - The Pr. CHSA shall be appointed for Stage 1 6 deliverables as stipulated in the SACPCMP 2009 Guideline document, which is attached as an Annexure to this tender.
  - o The OHS to review and update the existing OHS specification.
  - The appointed Professional Health and Safety Agent for this bid will monitor the appointed Occupational Health and Safety Officer appointed under the contractor to ensure compliance with the latest Occupational Health and Safety Regulations and advise the Employer of any non-conformance.
  - The bidder will provide weekly audits for the duration of the construction period. Monthly reports
    are to be issued electronically to the Engineer and Employer at an agreed date prior to the
    monthly contractor site meeting.



The Health and Safety Professional will perform the duties of Occupational Health & Safety Agent to ensure:

- o ACSA Safety policies and procedures are adhered to
- o Work is carried out safely without impacting the Airport Operational Environment
- The provision of an **Environmental Control Officer (ECO)** to provide the Scope of Work as described below. Applicable to the construction execution stage only.
  - undertake ongoing monitoring of the construction site and activities through regular (at least weekly) site inspections;
  - o document important findings noted during the site inspections;
  - o monitor the implementation of specific elements of the EMP by contractors;
  - o advise the Principal Consultant and ACSA on actions or issues impacting on the environment,
  - provide appropriate recommendations to address these and confirm the issuing of subsequent site instructions;
  - calling for and approving method statements for specific activities that could have an environmental impact;
  - o ensure that contractors have copies of the EMP and all approved method statements; and
  - o assist with environmental induction training of the construction workers where necessary;
  - o Provide monthly audit reports
  - o Recommend the issuing of fines where necessary
  - Monitoring adherence to the EMP and approved method statements
  - Compiling a final close-out report regarding the EMP and its implementation during the construction period and submitting the report to the Employer

#### 2.3.2.3 Disbursements

- a) Apply for permits and wayleaves or any other approvals.
- b) ACSA Training
- c) Conduct surveys and investigations.
- d) Printing, copying, binding, laminating, etc.
- e) Third -party specialist services

Note: ACSA reserves the right to award the whole or part of the Tender as it sees fit.



#### 2.3.3 <u>Description of Services Required</u>

# (1) Normal Services

# a) Engineering

#### **Engineering**

The Engineering Consultants will perform all duties as laid out in the ECSA Government Gazette Scope of Services. Standard Engineering Guidelines as per the Guideline Scope of Services rendered by persons registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000), March 2021. See Annexure.

# **Engineering Management Services**

The Engineering Consultants will perform Engineering management duties as laid out in the ECSA Government Gazette Scope of Services. Standard Engineering Guidelines as per the Guideline Scope of Services rendered by persons registered in terms of the Engineering Professions Act, 2000 (Act No. 46 of 2000), March 2021. See Annexure.

#### (2) Additional Services

#### a) Construction Monitoring

Construction monitoring is a vitally important part of this project that requires the input of an experienced individual on site. **Level 2 Part Time Construction Monitoring** (as per the ECSA Guideline Scope of Services) must be provided by the Service Provider for the duration of the construction period.

- Visit the site on a regular basis (**weekly**) to constantly review quality of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
- Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client.
- Where the consulting engineer is the sole professional service provider or principal agent, carry out such administration of the project as is necessary on behalf of the client.

It is anticipated that work will be performed during airport operational and non-operations hours.

#### Airport Operating hours:

Monday – Thursday = 06:00 – 19:00 Friday = 06:00 – 20:00 Saturday = 08:00 – 15:00 Sunday = 08:00 – 19:30

- b) The provision of a Professional Health and Safety Agent to act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.
- c) The provision of an Environmental Control Officer (ECO).



# 2.3.4 Constraints of Project Implementation

This project will be implemented in a live, operational environment on the landside and airside precinct of the airport. Work done on or near an active airport is subject to special requirements and conditions to always ensure the safe operation of the airport. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and construction programme.

# 2.3.5 Cooperating with and obtaining acceptance of Others

Whenever work being done by Others on the project or dependent on or adjacent to related Services, the interface and sequence of the works, and the services should be such that least interference possible will result to the Consultant, Contractors and to Others. Cooperation is required between the Consultants, Contactors and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

As required from time to time or as per statutory requirements, the Consultant will liaise with and obtain acceptance from statutory authorities and avail themselves for any inspections that would be required.

As soon as possible, detailed programmes prepared for all project works having interfaces with services shall be discussed with the Employer in order that phasing, duration, use of working areas, attendance work, etc. can be drawn into the overall programme for the project works.

The project team will work closely with other Service Providers to develop a contractor procurement strategy that will limit the number of contractors on site at the same time.

# 2.3.6 Service Enquiries/Wayleave Applications/building permits

The Service Provider shall be responsible for all service-related enquiries/wayleave/building permit applications from the various service authorities, the requirements of whom shall be carried through into the design and works project documentation as necessary.

# 2.3.7 Occupational Health and Safety

The Service Provider, in submitting a tender for this professional services contract, shall be deemed to have acknowledged acceptance of the appointment as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Service Provider shall, as such, execute all of the duties of the Employer as contemplated in the Construction Regulations.

The cost of the safety specialist must be included in the fee tendered for this aspect of the project.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any subconsultants/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement of any work related to this contract.

Furthermore, the service provider shall be required to ensure that weekly site audits (physical and administration audits) are conducted and a close out report is issued upon completion.



ACSA requires a Pr. CHSA to undertake the duties per the Occupational Health and Safety Act and the Construction Regulations in terms thereof, on behalf of the Employer. The appointed Engineer shall source the services of a Professional Health and Safety Agent, or provide the service if an internal resource exists, providing the resource has the necessary registration and qualification criteria as listed in this document. The services should include the following:

- The OHS Agent must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational Health and Safety Act.
- The OHS Agent must execute the duties of the Employer, as his appointed agent, as contemplated in the Construction Regulation.

The Professional Health and Safety Agent to complete the deliverables stipulated in the SACPCMP Guideline Scope of Services (Stages 1-6) for Construction Health and Safety Professionals.

The OHS shall be appointed for the below stages;

- Stage 1 Inception
- Stage 2 Concept and Viability
- Stage 3 Design Development
- Stage 4 Documentation and Procurement
- Stage 5 Construction
- Stage 6 Close Out

The appointed Professional Health and Safety Agent for this bid will monitor the appointed Occupational Health and Safety Officer appointed under the contractor to ensure the contractor is compliant with the latest Occupational Health and Safety Regulations and advise the Employer of any non-conformance and corrective action that will be undertaken.

The appointed Occupational Health & Safety Agent shall ensure:

- ACSA Safety policies and procedures are adhered to
- Work is carried out safely without impacting the Airport Operational Environment

# 2.3.8 Transformation

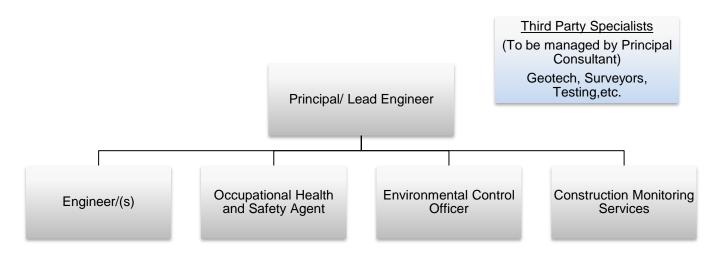
Airports Company South Africa SOC Limited subscribes to the National Transformation and Empowerment Imperatives and B-BBEE objectives. The Service Provider shall conform to ACSA's Transformation Imperatives.

#### 2.3.9 Environmental

The Service Provider shall ensure that they execute the project in accordance with all regulatory and applicable national laws, norms and ACSA policy and procedures.



# 2.3.10 Team Organogram



The professional team will be responsible for deliverables of the below stages of the project. A two-stage approach will be followed:

#### Phase 1

- Stage 1: Inception (Refer to Scope of Work)
- Stage 2: Concept and Viability (Refer to Scope of Work)
- Stage 3: Design Development (Refer to Scope of Work)
- Additional Services to be mutually agreed upon.

# Phase 2

- Stage 4: Documentation and procurement (Refer to Scope of Work)
- Stage 5: Contract Administration and Inspection (Refer to Scope of Work)
- Stage 6: Close out (Refer to Scope of Work)
- Additional Services to be mutually agreed upon.

The purpose of the phased approach is to allow ACSA an opportunity to make an investment decision at the end of Phase 1. As ACSA is a state-owned entity, it is mandatory for the organisation to receive the necessary funding approvals before proceeding to the Stage 4, Documentation and Procurement stage. This is in accordance with the FIPDM Framework. Stage deliverables according to the FIDPM framework will be required for this project. Refer to the attached Annexure: FIDPM.

#### 2.3.10.1 Professional Team Requirements

# **Project Team**

#### a) Engineering

- Principal/ Lead Engineer
  - Registered with ECSA as a Professional Civil Engineer or Technologist with at least 3-5 years.
     project related experience.



- Civil Engineer/Technologist
  - Registered with ECSA as a Professional Civil Engineer or Technologist with at least 3-5 years.
     project related experience.
- Electrical/ Electronic Engineer/ Technologist
  - Registered with ECSA as a Professional Electrical Engineer or Technologist with at least 3-5 years project related experience.
- Construction Monitoring Engineer/ Technologist/ Technician (Construction Monitoring Services)
  - Registered with ECSA as a Professional Civil Engineer or Technologist or Technician with at least
     3-5 years' project related experience.

#### **Specialist Consultants:**

- Occupational Health and Safety Agent
  - Registered with SACPCMP as a Professional Construction Health and Safety Agent (Pr. CHSA)
     with at least 3- 5 years' project related experience.
- Environmental Control Officer
  - 3 years' experience as an ECO in a similar role, and an appropriate 3-year life science undergraduate degree and registered as a Professional Natural Scientist (Pr. Nat. Sci) with the South African Council for Natural Scientific Professionals (SACNASP).

# b) Other Specialist Investigations, if required:

- Land Survey
- Geotechnical Investigation
- Laboratory testing
- Other testing and investigations (To be determined by Engineer)

(Third -Party Service Providers to have applicable registrations in accordance with their discipline)

<u>Note:</u> All Engineers or specialists that perform work on this project, shall have the necessary professional industry registration as required by the Employer.



#### 3.0 OTHER INFORMATION

# 3.1 Site Information/Extent of Works



See above locality of George Airport. Refer to "Construction Scope of Work".

# 3.2 Existing Information

The engineering design for the Bollards: Secure Landside Parking Project was not completed by a previous consultant, and the information on record is as follows:

- a) Bollard Options Report.
- b) A 2019 Detail Design Report and Drawings for the Bollards Scope of Work only.
   Note: The design may require updating. See Annexure S.9
- c) A 2019 detailed itemised BOQ, with pricing.
- d) A Draft Tender document to source a contractor to implement the works. The newly appointed consultant to use the existing information to compile a construction tender document for the full scope of work as contained in this tender document.
- e) Existing services information information to be verified.

# 3.3 Form of Contract

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board (See Annexure). The Form of Offer is contained in Annexure S1. Bidders are to complete the form of offer in full and sign.

#### 3.4 Extent of Services

Refer to Scope of Work.

The services to be provided in terms of this project are inextricably linked to the Employers capital budget. The project will be managed in accordance with the Framework for Instrastructure Delivery and Procurement Management (FIDPM) and ACSA Project Management Processes and Procedures. The Employer reseves the right to terminate the project at any stage should no budget be available.



#### 3.5 Reference data

A compulsory clarification session will be held to clarify the Scope of Works and answer queries. Existing Services information shall be made available when the Service Provider is appointed. All existing services information to be verified before commencing design or construction works.

#### 3.6 Timeframes and Milestones

Milestones set by the Employer typically revolve around budget cycles and the need to spend the budget in any given financial year. The financial year ends 31 March each year, and the Service Provider will be expected to establish a project programme, in consultation with the Employer, that takes cognisance of the budgets available and the budget cycles. Once agreed, the Service Provider is expected to ensure that the programme is adhered to, and to intervene timeously if necessary.

The Service Provider shall submit a revised programme as and when required by the Employer.

The project must be delivered as part of the overall milestone delivery programme (indicatively shown below). ACSA operations cannot be affected by milestones missed and Service Providers are to therefor plan their project programmes carefully.

See the below project milestone deliverables. The intention is to provide the works stipulated within the timelines provided, or sooner. The construction period is estimated to be <u>6 months</u>, and the Service Provider is to consider parallel works activities to shorten this duration where possible. The bollards infrastructure should be prioritised for installation and therefore a phased project implementation approach has been considered.



# **Key Milestone Dates**

Task Name	Duration	Start	Finish
Phase 1 (Bollards)- ECSA Stages (1-6)	70 days	2024 January 16	2024 April 25
Inception Report	10 days	2024 January 16	2024 January 29
Review Concept Report and Update	10 days	2024 January 30	2024 February 12
Review Cost, Detail Design & OHS Specification	20 days	2024 February 13	2024 March 11
Draft DD Report Circulation	5 days	2024 March 12	2024 March 18
Update Report with Stakeholder comments	5 days	2024 March 19	2024 March 26
Final Design Report to be signed off (Phase 1)	10 days	2024 March 27	2024 April 11
Capex Approval	10 days	2024 April 12	2024 April 25
Contractor Procurement	112 days	2024 April 26	2024 October 04
Construction	91 days	2024 October 07	2025 March 06
Submit Safety Files for approval and review	10 days	2024 October 07	2024 October 18
Submit insurances and guarantees	10 days	2024 October 07	2024 October 18
Permits	10 days	2024 October 07	2024 October 18
Site Handover	0 days	2024 October 18	2024 October 18
Construction (Install Bollards -Phase 1)	4 mons	2024 October 21	2025 March 05
Practical Completion	0 days	2025 March 05	2025 March 05
Handover	1 day	2025 March 06	2025 March 06
Phase 2 - Access Control System and Booms	75 days	2024 April 26	2024 August 13
Concept Design Report	20 days	2024 April 26	2024 May 24
Draft DD Report Circulation & OHS SEPC	25 days	2024 May 27	2024 July 01
Circulate Draft Report	5 days	2024 July 02	2024 July 08
Update Report with Stakeholder comments	5 days	2024 July 09	2024 July 15
Final Design Report to be signed off (Phase 2)	10 days	2024 July 16	2024 July 29
Capex Approval	10 days	2024 July 30	2024 August 13
Construction	120 days	2024 October 21	2025 May 02
Construction	6 mons	2024 October 21	2025 May 02
Practical Completion	0 days	2025 May 02	2025 May 02
Handover	240 days	2025 May 05	2026 April 03

# 3.7 Reporting

Aside from the reports required in terms of this appointment (Inception, Concept, Detail Design and Cost Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of any works project.

The appointed Principal Consultant shall compile a monthly project monitoring report (Project Board Report) as an overall project performance indicator. The monthly progress report shall contain a cost report indicating expenditure in respect of both the Service Provider's appointment and the various specialists, together with the anticipated spend to the end of the financial year in question. It is anticipated the successful bidder shall manage all consultants appointed under this contract.

The Bidder shall also make allowance for writing other reports in the pricing schedule.

# 3.8 Disbursements

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



#### 3.9 Use of reasonable skill and care

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

It is important to note that the proposed infrastructure is to be built on Airside and Landside. Safety of persons and property is of paramount importance, closely followed by the minimisation of disruption and inconvenience to operations. The Service Provider is to adhere to ACSA Occupational Health and Safety requirements at all times. No leniency will be granted for breach of policy. Resources will be required to attend Airside Induction Training before entering airside.

# 3.10 Meetings

Regular meetings are necessary for the management of the project, including but not limited to cost review, project board and project management meetings scheduled during the lifecycle of the project. The relevant senior personnel are expected to attend on behalf of the Service Provider and consultants as and when required.

# i. Employer Management Meetings

The Service Provider will be expected to attend **monthly** Employer Management meetings to provide feedback on project progress. The Service Provider shall facilitate and co-ordinate these meetings and ensure all the required project stakeholders are present. Programme, risk, and overall project issues shall be presented and proposed solutions discussed with the Employer.

# ii. Project Board Meetings

The Service Provider will be expected to attend **monthly** Project Board meetings with the Employer. The objective of this meeting is to provide ACSA Senior Leadership with overall project progress. The Service Provider is expected to complete a Project Board Report in preparation for this meeting. On appointment, the project board report template will be shared.

# iii. Cross Functional Team Meetings (Technical meeting)

The Service Provider shall be responsible for all aspects of the project. Regular meetings (a minimum of 2 meetings per month) must be held with the designated representatives of the Employer. These meetings will be structured to gain final approval and obtain technical input from Employer for all design aspects of the work. The Service Provider shall arrange and co-ordinate meetings in advance to ensure all stakeholders are present.

# iv. Documentation and procurement stage Meetings

During Stage 4: Documentation and Procurement stage - the Service Provider shall attend and participate in the scheduled meetings in order to present the tender document to the Employer and Contractors. The Engineer will be required to compile the tender document and participate in the tender evaluation located at George Airport.

#### v. Site Meetings & Inspections

During Stage 5: Contract Administration and Monitoring stage of this project, the Service Provider shall convene and run **fortnightly** site meetings where the Employer and Contractor will be present. Technical meetings with the contractor may also be required to ensure the successful implementation of this project. The Service Provider shall price for all site meetings and site inspections.



# vi. Ad-hoc Meetings

The Service Provider will be expected to attend ad hoc meetings from time to time, with the Employer, Stakeholder Groups, or other Service Authorities, to address specific issues as and when the need arises.

#### vii. General

The Service Provider shall be represented at all meetings by at-least one of the key personnel. The Service Provider shall provide secretarial services (for record keeping purposes) at all meetings.

# 3.11 Payment of fees

Payment of fees shall be paid in accordance with work completed as per the agreed cash flow approved by the ACSA Project Manager. Period for payment of monthly fee claims will be 30 days from date of invoice, that is correctly submitted and approved, in line with ACSA's payment cycle.

All fee claims are to be addressed to: Airports Company South Africa SOC Ltd Cape Town International Airport Private Bag x9002 Cape Town 7525

Vat No: 4930138393

and are to be submitted via the ACSA CTIA PPM, addressed to the ACSA Project Manager, Zahra Noorbuckus

The Service Provider must ensure that the following are shown on the invoice:

- Service Provider Vat No. and address
- Service Provider banking details
- Employer's purchase order number;
- Employers VAT Registration no. and address
- the contract number and title; and
- the total amount claimed excluding VAT, and incl. VAT

# 3.12 Employers right to recover costs

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

Although this project documents may be scrutinised by the ACSA departmental specialists, this shall in no way relieve the Service Provider of their professional responsibility for the proper and prompt execution of duties. In the event of professional default or negligence, ACSA reserves the right to claim compensation or damages. ACSA shall also be entitled to have any documentation or calculations verified by other experts. In the event of any errors being proven therein, the Service Provider will be held liable for costs resulting there from.

# 3.13 Place for performing specific tasks

It is reccomended that the successful bidder have a presence in George. Refer to the Disbursement and Claimable cost compensated by ACSA. The Service Provider's personnel may also be required to attend meetings elsewhere in the George area <u>as and when required</u>. Bidders are to price accordingly. It is anticipated



that the bulk of the bidder's deliverables will be undertaken on site (George Airport). During construction, it is expected the successful bidder maintain a strong presence on site.

# 3.14 Safety and Security

It is an explicit condition of this appointment that partners, directors and/or the members of staff who will have an insight into the planning of projects requiring a security clearance, be kept to a minimum and that such persons will not object to be submitted to a security clearance if ACSA so requires.

All documents pertaining to these projects must be stored in a safe place when not in use to ensure that the level of security of the projects is maintained.

ACSA will not accept liability for any costs in this regard. The Service Provider is to ensure that his personnel always comply with airport security and safety. Further details are contained in the attached Annexure- ACSA Special Requirements.

# 3.15 Key Personnel/Resourcing

The proposed structure and composition of the project team i.e. key staff members functions and proposed technical support staff in the format of a project specific organisational chart must be submitted.

The roles and responsibilities of each key staff member/expert must be set out as job descriptions.

Should the Service Provider replace a resource, the applicable registrations as stipulated in this document shall apply.

The Service Provider must be adequately resourced to deliver the project to the satisfaction of the Employer. Should there be a material change to the style, management, or composition of the Service Provider project delivery team which, in ACSA's opinion, substantially affects the strength of empowerment of previously disadvantaged professionals and skills transfer to such persons, then ACSA reserves the right to review the Service Providers continued involvement on this project.

In the event of the Service Provider failing to meet the agreed programme, ACSA reserves the right to insist that you supplement your resources to achieve and maintain programmed dates at no additional cost to ACSA

In the event of the Service Provider failing to meet the agreed programme and budgetary constraints, ACSA reserves the right to take appropriate action for poor services rendered.

In the event key personnel are changed during the project lifecycle, approval must be sought from the ACSA Project Manager. Should personnel not meet the criteria of this Tender, ACSA reserves the right to terminate this appointment.

In the event of the Service Provider repeatedly breaching any of the items of this appointment in such manner that your conduct is inconsistent with the intention or ability to carry out the provisions of this appointment then ACSA shall be entitled at its sole discretion to prematurely terminate this appointment.

#### 3.16 As-built documentation

All Consultants appointed for this project, shall submit Close Out documents at the end of the project lifecycle. During the submission of such documents to the Employer, the Principal Engineer will be required to provide written and signed off confirmation that the As-Built and Close Out information submitted to the Employer is a true reflection of what is built on site. Refer to Annexure.



# 3.17 Approvals

The Service Provider shall be responsible for overseeing/ managing the following approvals:

- Approval of the implementation programme
- Approval of the Stage 1: Inception Report.
  - The Service Provider must sign off the report and obtain approval from ACSA key stakeholders.
- Approval of the Stage 2: Concept Design and Viability Report.
  - The Service Provider must sign off the report and obtain approval from ACSA key stakeholders.
- Approval of the Stage 3 Detail Design Report,
  - The Service Provider must sign off the Detail Design Report, and design drawings. Final signoff to be obtained from ACSA key stakeholders.
- Approval to proceed to various project stages.
- Approval to commence construction works.
- Wayleave approval or permits from all service authorities (if required).
- Approval of Construction Monitoring Engineer.
- Approval of an OHS file and Airside Safety Plan.
- Approval to utilise disbursements and contingencies as indicated in the pricing schedule.
- Approval to employ specialist sub-consultants.

Notwithstanding approvals received from the Employer, the Service Provider shall remain responsible for all work carried out in terms of this contract, which includes specialist subconsultant appointments.

#### 3.18 Access to site

At George Airport access to public areas is not restricted, however, personal access permits are required for access to restricted areas. The Service Provider will be required to apply for such personal access permits prior to the commencement of the project.

The Service Provider shall make provision for the cost of obtaining permits in the pricing schedule. All resources must display a personal access permit when on site. (Refer to ACSA permit cost contained under the disbursement schedule).

Permits shall be obtained before access will be granted to airside. When access is required to site, the Employer shall be informed in advance.

#### 3.19 Format of communication

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

All drawings, final reports and contract documents shall be submitted for approval in hardcopy format or unless agreed otherwise with Employer.

# 3.20 Previous Correspondence

Previous correspondence or discussion of whatever nature that has taken place about this appointment shall be deemed to be null and void and superseded by the terms and conditions contained herein.



#### 3.21 Local Content

It is the policy of ACSA to give preference to South African manufacturers. The team is requested to ensure that, wherever possible, designs are based on locally manufactured equipment and materials, which can meet the specification requirements at competitive prices.

# 3.22 Copy Right

Copyright pertaining to all drawings and documentation for this project must be ceded to ACSA.

# 3.23 Professional Indemnity and Public Liability Insurance

Refer to Annexure - ACSA Insurance requirements.

# 3.24 Non-disclosure

All information including design information, annexures and other supporting documentation for this project may not be shared with 3<sup>rd</sup> parties without written consent of ACSA. All persons involved in this project will be required to sign a non-disclosure agreement.

# 3.25 Applicable National and International Standards

The Service Provider shall ensure that cognisance of all National and International standards is taken in the execution of his/her own work and that of his/her sub-consultants in the design and compilation of specifications for this project. International Standards should only be used where no South African national standards exist, or where it is the norm to use or refer to international standards. All designs shall be in accordance with all applicable bylaws and building regulations. Aviation design compliance standards (ICAO) and ACSA policy and procedures shall be always adhered to.

# FIDPM (Framework for Infrastructure Delivery and Procurement Management)

The project will also be delivered in line with the implementation of projects as set out in the Framework for Infrastructure Delivery and Procurement Management (FIDPM) which should be aligned to the project work stages. Bidders are to familiarise themselves with the project stage deliverables as stated in the FIDPM. See attached Annexure.

Projects will also be managed in accordance with the ACSA Project Management Manual and Processes.



#### **SECTION 4: PRICE AND PREFERENCE**

# 4.1 Pricing Instructions

The appointment of the company, comprising the professional team will be in accordance with the Built Environment Professional Councils Guideline Scope of Services and Tariff of Fees for Persons Registered, unless stated otherwise elsewhere in this document and amended in line with ACSA's specific requirements. Bidders must only price in accordance with the pricing schedule below, as it will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

Guidelines amended by the Employer.

- The amounts inserted in the Activity Schedules are deemed to include all expenses, costs, profit, general obligations etc, necessary to carry out the professional services described in this Tender document.
- Pricing Assumptions mean the criteria as set out below, read together with all parts of this Tender document, which it will be assumed in the contract that the tenderer has considered when developing his prices.
- The short descriptions given in the Activity Schedule below are brief descriptions used to identify the activities
  for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of
  Work.
- While it is entirely at the tenderer's discretion as regards pricing the Activity Schedule below, guideline tariffs
  of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional
  bodies, which are useful documents that will give tenderers some idea of industry norms against which they
  may compare their rates, sums, percentage fees and/or prices as applicable.
- For the Activity Schedule, the following words shall have the meanings hereby assigned to them:
  - Unit: The unit of measurement for each item of work.
  - o Quantity: The number of units of work for each item.
  - o Rate: The agreed payment per unit of measurement.
  - o Amount: The product of the quantity and the agreed rate for an item.
  - Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work which is not measured in any units.
  - Percentage Fee: The agreed fee for a service, the extent of which is described in the Scope of Works, expressed as a percentage of a construction contract value or part thereof.
- A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the Activity Schedule. An item against which no price is entered will be considered to be covered by the other prices or rates in the Activity Schedule.
- A price/rate shall be entered against each item in the Activity Schedule. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered.
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel the project at any time. Should the Employer exercise this right, the below shall be applicable.
  - Engineering & Engineering Management

     Termination shall be administered per the Contract (CIDB PSC 2009) and ECSA Gazetted Guidelines.
  - OHS Services Termination shall be administered per the SACPCMP Gazetted Guidelines.



- Third Party Service Providers If a termination is administered, Third Party Service Providers will
  only be paid for work done. The above applies to Surveying, Geotechnical, Testing, Site Monitoring,
  Environmental Services, etc
- The Employer reserves the right, by giving written notice to the Service Provider, to cancel a project stage at any time.
- Traveling time, telephonic, electronic and fax communication, special postage and courier deliveries are not payable for this appointment. See disbursement Schedule.
- Tenderers must only price in accordance with the pricing schedule.
- Tenderers are to price for any/all engineering disciplines required to complete this project under Normal Engineering Services.
- During the project lifecycle, the professional fees will be adjusted in line with the estimated construction value and percentage fee tendered. The first fee adjustment will be at the end of Stage 3: Design Development.
- Project Closure fees will only be released upon completion and handover of all project documentation at the
  end of the project. Documents/data will be required in CAD dwg, MS Word, PDF and Excel format. All ThirdParty services data must be submitted at project close out.
- The BPA provided by the Employer will contain the contingency allocation, however, the 10% contingency is
  not part of the professional fee due to the Service Provider unless agreed with the Employer.
   The Contingency as contained in the pricing schedule may only be utilised when approved by the Employer.
   A formal justification for the release of the funds is required. The justification must be linked to a change in
  project scope, cost, or time.
- The monthly rate for construction monitoring services shall be all inclusive ie. travelling expenses, for either the return office to site or return home to site journeys, accommodation, etc. Although the bidder is asked to price for the provision of a Resident and Assistant Resident Engineer, the bidder shall be required to motivate which resources are needed for operational and non-operational hours. Only on approval from the Employer, may the bidder claim the cost for these services as listed in the Activity Schedule.
- Claimable disbursement cost is listed in item 4.1.1 (i)(ii) below.

#### 4.1.1 Disbursements

- i. Only project related costs listed below and presented to ACSA will be compensated by ACSA;
  - Miscellaneous cost (ACSA Permits, Construction Permits, Induction, Training Courses, etc)
  - Printing, binding, laminating
  - Building, wayleave or services permits
  - Third party service provider costs
- ii. No payment for disbursement will be made for the following:
  - Travelling and accommodation
  - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
  - Telephone calls
  - Cellular calls



- Computer costs
- Telefaxes (outgoing or incoming)
- Emails (sent or received)
- iii. Disbursements will be paid at <u>proven cost</u>. The onus sits with the consultant to provide proof and prior Approval.

# 4.1.2 Claimable disbursement cost below:

# TYPING AND DUPLICATING (EXCLUDING VAT)

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

	Typing of		Duplic	ating		Drintada	r conicd	
From	original/master per A4	On v pa			Printed or copied binder set			
		A4	A3	A4	A3	A4	A3	
2009-08-15	R20,00	R0,55	R1,00	R0,65	R1,15	R14,00	R18,00	
2013-01-01	R22,00	R0,65	R1,60	R0,90	R1,70	R18,00	R24,00	
2017-09-01	R28,00	R0,85	R2,10	R1,20	R2,40	R26,00	R34,00	
2020-04-01	R31,00	R0,95	R2,35	R1,35	R2,70	R28,80	R37,70	

From	Duplicating in colour			
From	A4	A3		
2009-08-15	*R7,00	*R11,00		
2013-01-01	*R8,00	*R13,50		
2017-09-01	*R8,50	*R14,00		
2020-04-01	*R9,40	*R15,50		

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

# **DRAWING DUPLICATION (EXCLUDING VAT)**

Table 2: Rates for drawing duplication undertaken by the consultant himself.

From	Duplicating			
FIOIII	A2	A1	A0	
2009-08-15	R10,00	R14,00	R22,00	
2013-01-01	R15,00	R20,00	R33,00	
2017-09-01	R18,00	R26,00	R40,00	
2020-04-01	R19,95	R28,80	R44,30	

Note: Please use 2020 rates when claiming disbursements.



# **Airport Permit & Training Costs**

# **Airport Training Courses**

- AIT (Airside Induction Training)
   Initial R 570.00 Excl. VAT
   Refresher R 416.00 Excl. VAT
- AVOP (Airside Vehicle Operator Permit)- Required for driving on Airside Initial – R 596.00 Excl. VAT Refresher – R 416.00 Excl. VAT
- 3. General Security Awareness Training R741 (Excl. Vat)



# <u>Permits</u>

PERMIT PRICE LIST ADJUSTMENT EFFECTIVE 01 MAY 20	)22	
GEORGE		
AIRPORTS COMPANY SOUTH AFRICA		
PERMIT TYPE	INCREASED PRICE EX VAT	PRICE INC 15% VAT
PERSONAL PERMITS		
PERMANENT PERMIT - 6 DAYS TO 2YEARS	R173,72	R199,78
AVOP	R52,11	R59,93
DAMAGED CARD RE-PRINT	R104,23	R119,86
UPGRADING CATEGORY	R104,23	R119,86
LOST PERSONAL PERMIT		
1ST LOST INCLUDING AVOP (penalty does not include issue of new permit)	R104,23	R119,86
2ND LOST (penalty does not include issue of new permit)	R205,81	R236,68
3RD LOST NO ISSUE		
TEMPORARY PERSONAL PERMIT		
1 DAY	R25,90	R29,78
2 - 5 DAYS	R33,52	R38,54
PERMANENT VEHICLE PERMITS		
1 YEAR	R869,36	R999,76
1-3 MONTHS	R217,15	R249,72
4 - 6 MONTHS	R428,97	R493,31
6 - 12 MONTHS	R869,36	R999,76
CHANGE OF REGISTRATION	R77,71	R89,37
EDIT VEHICLE PERMIT	R77,71	R89,37
ADD ON PERMIT COSTS	R3 888,13	R4 471,34
TEMPORARY VEHICLE PERMIT		
1 DAY	R31,23	R35,91
2 DAYS	R58,68	R67,48
3 DAYS	R86,10	R99,01
LOST VEHICLE PERMIT	R1 610,72	R1 852,32
SAPS FINGERPRINT CRIMINAL CHECK R 75.00		
CELL PHONE PERMIT ( 1ST ISSUEAND RENEWAL FEE)	R52,25	R60,09
LOST CELL PHONE PERMIT FEE		



# 4.2 Pricing Schedule

# **Engineering**

	ITEM 1.0 Basic Fee fo	or Normal Engineering Services			
	Estimated Constructi	on Value R 7 045 000 (Excl. Vat)			
Item No.	Activity Description (Refer to ECSA Guidelines)	Tendered % Fee	Amount		
	Provide Engineering services as described in the Scope of Work in respect of:	Estimated Contract Value (Engineering component) Excl. contingencies and VAT (Construction Cost) R 7 045 000(a)	R	С	
	Provide engineering services as described in the Scope of Work:	% (b)			
	Stage 1- Inception				
	Stage 2- Concept and Viability				
1.0	Stage 3- Design Development	PRICE (c) = (b) x (a) 100			
	Stage 4 - Documentation and Procurement				
	Stage 5 – Contract Administration and Inspection				
	Stage 6 – Close-Out				
	TOTAL OF ITEM No. 1.0 TO				
			(c)		
	Breakdown of the above costs	s (Total of Item 1.0) to be indicated	below		
Item No.	Activity Description	Unit (Percentage Allocation)	R	С	
	Stage 1 - Inception	%			
	Stage 2-Concept and Viability	%			
	Stage 3- Design Development	%			
1,1	Stage 4 - Documentation and Procurement	%			
	Stage 5 - Contract Administration and Inspection	%			
	Stage 6 - Close-Out	%			
	TOTAL ZAR (Stages 1-6)	%			
		(b)	(c)	-	



NOTE: TI	ITEM 1.2 PROVISION ( ME -BASED ENGINEERING SERVICES MA)					
Item No.		Unit		Rate	Amount	
item No.	Activity Description	Offic	Quantity	Nate	R	С
	Provide time based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:					
	Category A staff (Expert)	hr	20			
1.2	Category B staff (Principal)	hr	40			
	Category C staff (Professional)	hr	80			
	Category D staff (Technical)	hr	80			
	TOTAL OF ITEM No 1.2 TO SUMMARY					

	ITEM 1.2 PROVISION OF TIME - BASED ENGINEERING SERVICES  PROVISION FOR ANY ADDITIONAL WORK (OUTSIDE THE NORMAL SCOPE OF WORK)  *SUBJECT TO APPROVAL BY ACSA*						
Item No.	Activity Description	Unit	Rate per/hr (All inclusive)				
	Provide time based engineering services on the instruction from the Employer in respect of services that fall beyond the scope of normal services as described in the Scope of Work:						
	Category A staff (Expert)	hr					
	Category B staff (Principal)	hr					
1.3	Category C staff (Professional)	hr					
	Category D staff (Technical)	hr					
	Construction Monitoring Engineer - Normal Working Hours	hr					
	Construction Monitoring Engineer - Airport Non Operational Hours	hr					



# **Engineering Management**

	ITEM 2.0 Enginee	ering Management Services		
	Estimated Constructi	on Value R 7 045 000 (Excl. Vat)		
Item No.	Activity Description (Refer to ECSA Guidelines)	Tendered % Fee	Amount	
item ivo.	Activity Description (Refer to 200A Guidennes)	Tendered 70 Fee	R	С
	Provide Engineering services as described in the Scope of Work in respect of:	Estimated Contract Value (Engineering component) Excl. contingencies and VAT (Construction Cost) R 7 045 000 (a)		
	Provide engineering services as described in the Scope of Work:			
	Stage 1- Inception			
	Stage 2 - Concept and Viability			
2,0	Stage 3 - Design Development	% (b)		
	Stage 4 - Documentation and Procurement			
	Stage 5 – Contract Administration and Inspection	PRICE (c) = (b) x (a) 100		
	Stage 6 – Close-Out			
	TOTAL OF ITEM No. 2.0 TO	SUMMARY		
			(c)	
	Breakdown of the above costs	(Total of Item 2.0) to be indicated	below	1
em No.	Activity Description	Unit (Percentage Allocation)	R	С
	Stage 1 - Inception	%		
	Stage 2- Concept and Viability	%		
	Stage 3- Design Development	%		
2,1	Stage 4 - Documentation and Procurement	%		
	Stage 5 - Contract Administration and Inspection	%		
	Stage 6 - Close-Out	%		
	TOTAL ZAR (Stages 1-6)	%		
		(b)	(c)	



# **Additional Services**

ITEM 3.0 Additional Services							
Item	Anti-ita Decembration	Unit			Amoun	Amount	
No.	Activity Description	Unit	Quantity	Rate	R	С	
3,1	Provide Construction Monitoring Services Level 2 Part- Time Site Monitoring as described in the Scope of Work and ECSA Gazette. (Provision for Normal Working Hours)	Month	4				
3,2	Provide Construction Monitoring Services Level 2 Part - Time Site Monitoring as described in the Scope of Work and ECSA Gazette. (Provision for Airport Non- Operational Hours)	Month	2				
3,3	Provide an Environmental Control Officer (ECO) as described in the Scope of Work	Month	6				
	TOTAL OF ITEM No. 3 TO SUMM						



tom No	Activity Deceriation (C)	CDCMD Work Stores	Hnit	Quantitu	Amount	
Item No	Activity Description (SA	CPCMP Work Stages)	Unit	Quantity	R	С
	Act, 1993 (Act No 85 of 199	Act as Employers agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2014.  Scope of Work as described in this document.				
	Stage 1: Inception		Sum	1		
	Stage 2: Concept and Viability			1		
4,0	Stage 3: Design Develop	Sum	1			
4,0	Stage 4 - Documentation	Sum	1			
	Stage 5 - Contract Administration a	Sum	1			
	Stage 5 - Contract Administration a Hours)	Sum	1			
	Stage 6 - Close-Out	Sum	1			
	TOTAL OF IT					
		SION FOR ANY ADDITIONAL WORK (OUTS OURS RATES SUPPLIED ARE APPLICABI			RK)	
		******* SUBJECT TO PRIOR APPR	OVAL BY A	CSA******		
DESCRIPTION ALL INCLUSIVE RATE/ PER HOUR (EXCL. VAT)						

#### NOTE:

Pr. CHSA, Health and Safety Agent

(Airport Non Operational Hours)

#### Audits:

The OHS Act requires a minimum of 1 visit (weekly audits) over the construction period. Monthly reports are to be issued electronically to the Engineer and Employer at an agreed date prior to the monthly Contractor site meeting.

R.....(All-inclusive rate)

The Construction duration is estimated to be 6 months. Construction works will be predominantly dayworks and the Bidder is required to price accordingly.

The pricing schedule in the bid document should be priced on the below day work /night work ratios below:

- Estimated percentage of Construction Work to be conducted during Airport Operational Hours 70%
- Estimated percentage of Construction Work to be conducted during Airport Non-Operational Hours 30%



# **Disbursements**

5.0 DISBURSEMENTS							
Kara Na	Description	Unit	0		Amount		
Item No.	Description		Quantity	Rate	R	С	
5,1	Recoverable expenses in respect of printing/copying/laminating/binding	Sum	1	40 000	40 000	00	
	Other costs incurred on behalf of and with the approval of the Client.						
	Items may include but are not limited to:						
5,2	(a) Topographical Survey and/or GPR Scan	Sum	1				
3,2	(b) Geotechnical investigations	Sum	1				
	(c) Laboratory testing	Sum	1				
	(d) Other investigations	Sum	1				
5,3	Extra over item 5,2 above in respect of all other costs, overhead charges and profit.	%	10				
5,4	Recoverable expense for wayleave approvals, permits, training	Sum	1	50 000	50 000	00	
	TOTAL AMOUNT OF IT	EM No 5.0	TO SUMMAR	RY			



SUMMARY OF PRICING SCHEDULE					
ITEM DESCRIPTION	AMOUNT				
A: TOTAL OF ITEM NO.1,1	R				
B: TOTAL OF ITEM NO.1.2	R				
C: TOTAL OF ITEM NO.2.1	R				
D: TOTAL OF ITEM NO.3	R				
E: TOTAL OF ITEM NO.4	R				
F: TOTAL OF ITEM NO.5					
G: SUBTOTAL (A TO F)	R				
H: CONTINGENCY					
Allow the sum of 10% (ten percent) of the above Sub-total (G) for Contingency to be spent as the Employer may direct and to be deducted in whole or in part if required.					
I: SUBTOTAL TENDER PRICE EX. VAT (Sub-total H + G)					
J: ADD VALUE ADDDED TAX (15%)					
K: TOTAL CONTRACT SUM CARRIED OVER TO FORM OF OFFER (INCL. VAT) (Total I + J)					

I, the undersigned, do hereby declare that the above is a properly priced Activity Schedule forming part of this Contract Document upon which my/our tender for Tender: **THE APPOINTMENT OF PROFESSIONAL BUILT ENVIRONMENT CONSULTANTS FOR THE BOLLARDS: SECURE LANDSIDE AND PARKING PROJECT AT GEORGE AIRPORT** has been based. I/we warrant that no amendments have been made to it from the original, other than amendments issued in any Addenda of this Tender.

NB: BIDDERS MUST COMPLETE THE FORM OF OFFER IN FULL AND SIGN. THE FORM OF OFFER IS CONTAINED IN THE CIDB CONTRACT. SEE ANNEXURE S1.

SIGNED ON BEHALF OF	THE TENDERER:	 



#### **SECTION 5: EVALUATION CRITERIA**

## 5.1 Evaluation Criteria

- 5.1.1 ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria/ mandatory administrative requirement and functionality evaluation criteria. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.
- 5.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.
- 5.2 A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Check if bidders meet the Mandatory Administrative Requirements. (Clause 5.3)
Stage 2	Evaluate on functionality or the technical aspect of the bid (Clause 5.4)
Stage 3	Preference Points and Price (Clause 5.5)
Stage 4	Evaluate Objective Criteria – Not applicable

# 5.3 Mandatory Administrative Requirements

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information ACSA will only consider bidders which have:

- 5.3.1 The Form of Offer must be completed in full and signed. The Form of Offer is contained in the CIDB Contract. See Annexure S1.
- 5.3.2 Bidders must complete and acknowledge Bidder's Disclosure form SBD4.
- 5.3.3 Bidders must attend the compulsory virtual clarification meeting.
- 5.3.4 Acceptance of ACSA terms and Conditions of Bid Section 9 and Section 10.

#### NB:

- No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.
- No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury. Bidders must supply their unique number.



# 5.4 Functionality Evaluation Criteria

#### 5.4.1 Evaluation

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

#### 5.4.2 Threshold

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum on each functional stage will not be considered further in the evaluation. The criteria of the evaluation are expressed in the table below.

Points allocated for functionality shall be evaluated in accordance with the criteria as listed below. Total points allocated shall be 100. Tenderer must score a **minimum score per each sub criteria and an overall minimum threshold of 70 points out of 100** is required to be achieved for the bidder to be successful.

Bidding entity must achieve an overall score of 70 points or higher. A bidding entity that fails to meet one of the minimum sub criteria will be disqualified.



# **FUNCTIONALITY TABLE**

Evaluation Area	Evaluation Criteria	Maximum Points	Minimum Threshold Required
1.Tenderer's / Companies Previous Experience  [Complete Appendix E]	Bidders to present professional Engineering Design and Management experience on completed projects (within the last 15 years). This must be related to Civil Engineering or Electrical Engineering projects or a Combination of Both. Construction value of each project listed must exceed R6 million (Excl. Vat).  Should the bidder submit their own table, the minimum information as shown in Appendix E should be submitted.  Less than 3 projects (0 Points)  3 projects (10 Points)  4 or more projects (20 Points)	20	10
	(Bidders <u>must</u> Complete Appendix E) *Copies of signed Client Reference letters of projects listed on Appendix E must be provided for evaluation purposes. Attach reference letters to Appendix E.		
2.Experience of key staff  [Complete Appendix F & G]	Principal/ Lead Civil Engineer  Submit proof of relevant <u>qualification and registration</u> as a Professional Civil Engineer/ Technologist with the Engineering Council of South Africa (ECSA).		
	<ul> <li>No qualification and registration (0 Points)</li> <li>Relevant qualification (BEng/BTech) and registration (20 Points)</li> <li>Proof of experience (no. of projects) to demonstrate experience as a Civil Engineer/ Technologist.</li> <li>This must be related to Civil Engineering projects.</li> </ul>	20	20
	<ul> <li>Less than 3 projects (0 Points)</li> <li>3 projects (10 Points)</li> <li>4 or more projects (20 Points)</li> </ul>	20	10
	*Attach CV to Appendix G for evaluation purposes. Failure to list contactable references for projects listed on Appendix G will result in the bidder obtaining zero (0) points for this sub-section. Certified copies of qualification and professional registration to be attached to Appendix F.		



Total		100	70
	*Attach CV to Appendix G for evaluation purposes. Failure to list contactable references for projects listed on Appendix G will result in the bidder obtaining zero (0) points for this sub-section. Certified copies of qualification and professional registration to be attached to Appendix F.		
	<ul> <li>Less than 3 projects (0 Points)</li> <li>3 projects (5 Points)</li> <li>4 or more projects (10 Points)</li> </ul>	10	5
	This must be related to Civil Engineering or Electrical Engineering projects or Combination of Both.		
	<ul> <li>Relevant qualification and registration (Pr.CHSA) (10 Points)</li> <li>Proof of experience (no. of projects) to demonstrate experience as an Occupational Health and Safety Agent.</li> </ul>		
	No qualification and registration (0 Points)	10	10
Appendix 1 a oj	Provide proof of a relevant <u>qualification and registration</u> as a <b>Professional Occupational Health and Safety Agent (Pr. CHSA)</b> with the South African Council for the Project and Construction <b>Management Professions (SACPCMP)</b>		
[Complete Appendix F & G]	Occupational Health and Safety Agent		
	*Attach CV to Appendix G for evaluation purposes. Failure to list contactable references for projects listed on Appendix G will result in the bidder obtaining zero (0) points for this sub-section. Certified copies of qualification and professional registration to be attached to Appendix F.		
	<ul> <li>Less than 3 projects (0 Points)</li> <li>3 projects (5 Points)</li> <li>4 or more projects (10 Points)</li> </ul>	10	5
	This must be related to <b>Civil Engineering projects.</b>		
	Proof of experience (no. of projects) to demonstrate experience as a Civil Engineer/ Technologist.		
	<ul> <li>No qualification and registration (0 Points)</li> <li>Relevant qualification (BEng/BTech) and registration (10 Points)</li> </ul>	10	10
Appendix F & G]	Submit proof of relevant qualification and registration as a <b>Professional</b> Civil Engineer/ Technologist with the Engineering Council of South Africa (ECSA).		
[Complete	Civil Engineer		



* All qualifications must be SAQA accredited. All foreign and technical qualifications provided must be SAQA-approved/accredited.		
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#### 5.5 PREFERENCE POINTS AND PRICE

#### 5.5.1 Preference Points Claims

- In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included): and
- The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 5.5.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:
- 5.5.3 The maximum points for this bid are allocated as follows:

	Points
Price	<u>80</u>
B-BBEE Status Level of Contribution	<u>20</u>
Total Points for Price and B-BBEE must not Exceed	100

- 5.5.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 5.5.5 ACSA has the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.
- 5.5.6 Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value equal to or below R50 million. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

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

Where:

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration



 $P_{min}$  = Price of lowest acceptable tender

#### **Evaluation of Preference**

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

Cotogony	Specific Goals		
Category			
	≥51% owned by Black male and/or 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	
Construction	≥51% owned by Black male or Black women or Black youth or People living with disabilities	10	
	< 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
	Other	0	

### Objective Criteria - Not Applicable

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

# Determine acceptability of preferred tenderer:

Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- a. Unduly high or unduly low tendered rates or amounts in the tender offer;
- b. Contract data provided by the tenderer; or
- c. The contents of the tender returnable which are to be included in the contract.

#### 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;
- 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;
- has the legal capacity to enter into the contract;

#### Confidential



- 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;
- c) complies with the legal requirements, if any, stated in the tender data; and
- d) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.



#### 5.6 Definitions

- 5.6.1 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 5.6.2 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.6.3 **"Black Designated Groups**" has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.6.4 "Black People" has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.6.5 **"Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 5.6.6 "Designated Group" means:
  - 5.6.6.1 Black Designated Groups;
  - 5.6.6.2 Black People;
  - 5.6.6.3 Women;
  - 5.6.6.4 People with disabilities; or
  - 5.6.6.5 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 5.6.7 **"Consortium or Joint Venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 5.6.8 **"EME"** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.6.9 **"Functionality**" means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 5.6.10 "**Military Veteran**" has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;



- 5.6.11 "People with disabilities" has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 5.6.12 "Person" includes a juristic person;
- 5.6.13 "PPFA" means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 5.6.14 "Price" means all applicable axes less all unconditional discounts;
- 5.6.15 "QSE" means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 5.6.16 "Rand Value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 5.6.17 "Rural Area" means:
  - 5.6.17.1 a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
  - 5.6.17.2 an area including a large settlement which deeds a on migratory labour and remittances and govern social grants for survival, and may have a traditional land tenure system;
- 5.6.18 "Total Revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 5.6.19 "Township" means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 5.6.20 "**Trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 5.6.21 **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 5.6.22 **"Youth**" has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008
  - All terms not defined herein have the meanings assigned to them in the PPPFA.



#### 5.7 Adjudication Using a Point System

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

#### 5.8 Award of Business where Bidders have Scored Equal Points Overall

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

#### 5.9 Points Awarded for Price

#### The 80/20 Preference Point Systems

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

QA/2A

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

Ps = Points scored for price of tender under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable tender

#### 5.9.1 Points Awarded for B-BBEE Status Level of Contribution

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

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



#### 5.10 Bid Declaration

	following:							
	(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 0)							
	B-BBEE Status Level of Contribution: =(maximum of 10 c							
	5.9.1.1ar		e substantiate	ragraph 3.1 must be in accorded by means of a B-BBEE		, ,		
5.11	Sub-Cor	ntracting						
	5.11.1 Will any portion of the contract be sub-contracted? YES / NO (*Delete whichever is applicable)							
	5.11.2 If yes, indicate:							
	5.11.2.1 The sub-contracted percentage is:%							
	<b>5.11.2.2</b> The type of ownership is as follows in terms of percentage out of 100:							
			5.11.2.2.1	black ownerships is:				
			5.11.2.2.2	black youth ownership is:				
			5.11.2.2.3	black women ownership is	S:			
			5.11.2.2.4	black people with disabilit	ies ownerships is:	;		
	5.11.2.2.5 black people in rural areas, underdeveloped areas or town ownerships is:							
	5.11.2.2.6 black ownership of the co-operative is:							
			5.11.2.2.7	black people who are milit	tary veteran owner	ship is:		
			5.11.2.2.8	Combined ownership of a	ny of the above is:	·		

The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the

tenderer/bidder.

5.11.3



		5.11.3.1 The name of the	sub-contractor is:
		5.11.3.2 The B-BBEE sta	atus level of the sub-contractor is:
		5.11.3.3 The sub-contract	etor is an EME: YES / NO (*Delete whichever is not applicable)
	5.11.	<ul> <li>A bidder may not sub-cont approval a delegated ACS</li> </ul>	tract any portion of the tender after award without the written SA representative.
5.12	Decla	aration with Regard to the Bi	dder
	5.12.	1 Name of bidding entity	
	5.12.	•	
	5.12.	4 Company	
	5.12.	registration number: 5 Type of company / firm:	
	Partne	ership/Joint Venture / Consortium	
	One p	person business/sole propriety	
	Close	e corporation	
	Comp	pany	
	(Pty)	Limited	
[	TICK A	PPLICABLE BOX]	
_	5.13	Describe principal business	s activities
-			
5.14	Com	pany Classification	
		Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. to	ransportation, etcetera.
		[TICK APPLICABLE BOX]	



5.15	Total numbers o	f years the	company / fi	irm has	been in business	s:
------	-----------------	-------------	--------------	---------	------------------	----

\_\_\_\_\_

- 5.16 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in this bid of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - 5.16.1 The information furnished is true and correct;
  - 5.16.2 The preference points claimed are in accordance with the General Conditions as indicated in this Section;
  - 5.16.3 In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
  - 5.16.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
    - 5.16.4.1 Disqualify the person from the bidding process;
    - 5.16.4.2 Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - 5.16.4.3 Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - 5.16.4.4 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - 5.16.4.5 Forward the matter for criminal prosecution.



	Witnesses:		
1.		Signature(s) of bidder(s)	
2.		Date :	
Address:			



#### **SECTION 6: RETURNABLE DOCUMENTS**

## 6.1 Mandatory Returnable documents

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

#### 6.2 Returnable Documents and information

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED
MANDATORT RETORNABLE DOCUMENTS AND IN ORMATION	[Yes or No]
Declaration of Interest Form Section 7	
Duly completed Form of Offer as contained in the contract. Refer to	
Annexure S1.	
Declaration of Forbidden Practices Section 8	
Bidders must accept the ACSA Terms and Conditions Section 9	
Terms and Conditions of RFQ Section 10	
Certificate of Authority to sign Tender Appendix A	
Certificate of Authority of Joint Ventures (where applicable) Appendix B	
Record of Addenda to Tender Documents Appendix C	
Proposed Amendments and Qualifications Appendix D	
Schedule of the Tenderer's Experience Appendix E	
CV and Experience Appendix G	
Proof of Professional Registration and Qualifications Appendix F	
SBD 4 Declaration of interest Appendix N	
SBD 6.1 Preference Points Claim Form in Terms of The Preferential	
Procurement Regulations 2017 Appendix O	
SBD 8 Declaration of Bidders Past Supply Chain Management Practices	
Appendix P	



SBD 9 Certificate of Independent Bid Determination Appendix Q	
Contract Documentation. Refer to Annexure. Appendix S.	

6.3 These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder. The documents are as follows:

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED
OTHER RETORNABLE DOCUMENTO AND INFORMATION	[Yes or No]
Tax Clearance Certificate (ACSA may not award a tender to a bidder	
whose tax affairs have not been declared to be in orders by SARS)	
Appendix L	
Names and identity numbers of Directors (CIPC) Appendix L	
Certificate of Incorporation Appendix L	
Bidders must provide proof of registration with National Treasury's	
Central Supplier Database (CSD) Appendix M	
Bidders must produce a letter of Good Standing in terms of	
Compensation for Occupational Injuries and Diseases Act of 1993	
(COIDA); or Federated Employee Mutual Assurance (FEMA)	
Insurance, Appendix R	
Eligibility for Preference Points (B-BBEE Recognition Level)	
Appendix J	
B-BBEE Certificate (certified copy or original) from accredited	
provider Appendix K	

## 6.4 Validity of submitted information

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



#### **SECTION 7: DECLARATION FORM**

## 7.1 Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

#### 7.2 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity
Identity Number
Position held in the bidding entity
Registration number of the bidding entity
Tax Reference number of the bidding entity
VAT Registration number of the bidding entity
I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.  Where a relationship exists, please provide details of the ACSA employee or official and the
extent of the relationship below
extent of the relationship below
extent of the relationship below

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

Full Name	Identity Number	Personal Income Tax Reference Number



is against public morals. We fur	•	es unfairness, contravenes any law once of this tender terms and condition stender.			
Declaration:					
I/We the undersigned		(Name) herby			
certify that the information furn	ed 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, ACS					
may disqualify our bid or terminate a contract we may have with ACSA where we are successful in thi					
ender.					
Signature	 Date				
Position	— — — — — Name of bidder				



#### **SECTION 8: DECLARATION OF FORBIDDEN PRACTICES**

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

I/We declare the following:

Description

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

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

Organ of State / State Owned Company

a)			
b)			
Γhis decla	aration was signed on of _	202	_
Name:			
Designa	tion:		
Signatur	re:		



#### **SECTION 9: TERMS AND CONDITIONS OF RFQ**

#### 9.1 Conditions of the request for proposal

- 9.1.1 This RFQ is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 9.1.2 Any bids received after the tender closing date and time of 24 October at 16:00 shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 9.1.3 Except where specifically provided for in this RFQ, a bidder may make no changes to its bid after the closing time and date.
- 9.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 9.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 9.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
- a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
- b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.



- 9.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 9.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA' s aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.
- 9.1.9 ACSA reserves the right to amend the terms and conditions of this RFQ at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 9.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 9.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFQ at any time.
- 9.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 9.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.



# 9.2 Binding Arbitration Provision

- 9.2.1 It is a condition of participation in this RFQ process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
  - Concerning the purport or effect of the RFQ documents or of anything required to be done
    or performed there under;
  - Concerning any aspect of the RFQ process to anything done or decided there under: or
  - Concerning the validity of the award of the RFQ to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 9.2.2 Such arbitration shall be by a single arbitrator who shall be -
  - Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
  - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 9.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and Employeror as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 9.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 9.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 9.2.6 The arbitration shall be held in Johannesburg in the English language.
- 9.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 9.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

# 9.3 RFQ Acceptance

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



- 9.3.2 ACSA reserves the right to withdraw the RFQ at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 9.3.3 This RFQ implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 9.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFQ, will form part of the RFQ. In case of any discrepancy, however, the issued RFQ and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 9.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 9.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 9.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.



#### SECTION 10: ACSA TERMS AND CONDITIONS OF RFQ AND BIDDER'S PARTICULARS

Airports Company South Africa Limited.

0:	RFQ10248	
•	Bidder's Name and Contract Details	
	Bidder:	
	Physical Address:	
	Correspondence to be addressed to:	
	Fax Number:	
	Phone numbers:	
	Email Address:	
	Contact Person:	

# We hereby submit a Proposal in respect of appointment of **PROFESSIONAL BUILT ENVIRONMENT CONSULTANTS FOR THE BOLLARDS: SECURE LANDSIDE PROJECT AT GEORGE AIRPORT** in

accordance with Airports Company South Africa's requirements.

2. Proposal Certification

TO:



- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Tender Board's decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after eighty-four (84) working days calculated from the closing date for Proposal submission.

Thus done and signed	on this the	day of	2020
at	on this the	day of	2020
Signature:			
Name:			

# For and behalf of:

Tendering entity name:	
Capacity:	



# Appendix A Certificate of Authority to Sign Tender

	s of a meeting of the Board of Directors or Members to sign it on behalf of the Company, Corporation or
Signed	Date
Name	Position
Tenderer	



# Appendix B Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule	is to be completed by joint ventu	res.
partner, to sign all docume our behalf.	, authorised sig	nt Venture and hereby authorise Mr/Ms gnatory of the company
NAME OF FIRM	ADDRESS	DULY AUTHORISED
		SIGNATORY
Lead partner		Signature:
		Name:
		Signature:
		Name:
		Signature:
		Name:
		I
Signed	Date	
Name	Position	
Tenderer		



# Appendix C. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this						
response for Tenders, amending the Tenders documents, have been taken into account in this						
response:						
	Date	Title or Details				
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
Attach additional pages if more space is required.						
		Date				
Name Position						
Tende	Tender					



# Appendix D. Proposed Amendments and Qualifications

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

Page	Clause or item	Proposal	
ttach add	litional pages if more space	is required.	
Signed		Date	
Name		Position	
Tender			
Toridor			



# Appendix E: Schedule of the Tenderer's Experience

Bidders to present professional **Engineering Design and Management** experience on **completed projects** (within the **last 15 years**). This must be related to **Civil Engineering or Electrical Engineering projects or a Combination of Both.** Construction value of <u>each</u> project listed <u>must</u> exceed R6 million (Excl. Vat).

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed. Complete the table below. As a minimum the bidder is to have successfully completed at <u>least three projects</u> with a construction value of <u>R6 000 000 (Ex. VAT)</u> or more to achieve a satisfactory score.

Bidders should very briefly describe the experience in this regard in the schedule below.

The description should be in tabular format, with the below headings.

Client (For which a same or similar service was rendered)  Name:  Tel:  Email:	Р	rojects	Name of	Description of service	Value of Construction	ion Performance Period (Date)		Reference
Tel:			(For which a same or similar service		Contract Ex. VAT			(Client contact details)
	4	<u>.</u>						Tel:



Projects	Name of	Description of service	Value of Construction	Performance Period (Date)		Reference
	Client (For which a same or similar service was rendered)	(Refer to functionality)	Contract Ex. VAT	Construction Start Date	Construction End Date	(Client contact details)
						Name:
2.3						
Project No.						Tel:
Proje						
_						Email:
						Name:
ო.						
Project No.						Tel:
roje						
<u> </u>						Email:



Projects	Name of	Description of service	Value of Construction	Performance Period (Date)		Reference
	Client (For which a same or similar service was rendered)	(Refer to functionality)	Contract (Ex. VAT)	Construction Start Date	Construction End Date	(Client contact details)
6.4						Name:
Project No. 4						Tel: Email:
Project No. 5						Name: Tel:
						Email:



- The Tenderer must complete Appendix E. Failure to complete may result in disqualification.
- Contactable references and Client reference letters must be provided. Bidders shall attach to Appendix E and complete the table.
- Projects listed must be completed projects. Ongoing/incomplete projects will not be evaluated.

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

<u>Note</u>: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

Signed	Date
Name	Position
Tender	



## Appendix F: Qualifications & Proof of Professional Registration

Please attach <u>certified copies</u> of Qualifications and listed under Appendix G to this page.	d Professional Registrations of Key Personnel as
International qualifications must be accompanied	by a valid SAQA accreditation letter/certificate.
Note: Tenderer's must take cognisance of the	evaluation criteria as described on Section 5
clause 5.5	
The undersigned, who warrants that he / she is du	lly authorised to do so on behalf of the enterprise,
confirms that the contents of this schedule are with	nin my personal knowledge and are to the best of
my belief both true and correct.	
Signed	Date _
Name	Position
Tender	



## Appendix G:

## CV and Experience of Lead/Principal Engineer

Posit	ion held:		Lead/Principal Civil Engineer	
First I	Name			
Surna	ame			
Natio	nality		Date of Birth	
Curre	nt Residence (City/ Town)			
Educa	ation (Qualification)		NQF Level	
	rant Number of Years' rience as a Civil Engineer		·	
Profe	ssional Body:			
Affilia	tion/ Accreditation:			
Regis	stration No.			
Perso	onal Project Experience:			
	Construction Company/Emplo	oyer		
	Description of Project			
	Client/end user (of Project)			
<u>م</u> 1	Contract Value (Excl. VAT)			
Project 1	Commencement Date			
ш	Completion Date			
			Employer/Company Name	
	Contactable Reference Detail	ls	Reference Person Name	
			Contact Number	
	Construction Company/Emplo	oyer		
8	Description of Project			
Project 2	Client/end user (of Project)			
Pro	Contract Value (Excl. VAT)			
	Commencement Date			
	Completion Date			



		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	
	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
33	Contract Value (Excl. VAT)		
Project 3	Commencement Date		
<b>△</b>	Completion Date		
		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	
	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
¥ 4	Contract Value (Excl. VAT)		
Project 4	Commencement Date		
₾.	Completion Date		
		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	
	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
3t 5	Contract Value (Excl. VAT)		
Project 5	Commencement Date		
Δ.	Completion Date		
		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data.

Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as a Civil Engineer/Technologist.



## CV and Experience of Civil Engineer

Posit	ion held:		Civil Engineer		
First I	Name				
Surna	ame				
Natio	nality			Date of Birth	
Curre	nt Residence (City/ Town)				
Educa	ation (Qualification)			NQF Level	
	rant Number of Years' rience as a Civil Engineer				
Profe	ssional Body:				
Affilia	tion/ Accreditation:				
Regis	stration No.				
Perso	onal Project Experience:				
	Construction Company/Emplo	oyer			
	Description of Project				
	Client/end user (of Project)				
7	Contract Value (Excl. VAT)				
Project 1	Commencement Date				
Δ.	Completion Date				
			Employer/Comp	any Name	
	Contactable Reference Detail	s	Reference Perso	on Name	
			Contact Number		
	Construction Company/Emplo	oyer			
	Description of Project				
3t 2	Client/end user (of Project)				
Project 2	Contract Value (Excl. VAT)				
<b>△</b>	Commencement Date				
	Completion Date				



		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	
	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
33	Contract Value (Excl. VAT)		
Project 3	Commencement Date		
Δ.	Completion Date		
		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	
	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
¥ 4	Contract Value (Excl. VAT)		
Project 4	Commencement Date		
₾.	Completion Date		
		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	
	Construction Company/Employer		
	Description of Project		
	Client/end user (of Project)		
3t 5	Contract Value (Excl. VAT)		
Project 5	Commencement Date		
Δ.	Completion Date		
		Employer/Company Name	
	Contactable Reference Details	Reference Person Name	
		Contact Number	

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data

Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as a Civil Engineer/Technologist.



#### Note:

- Experience of Lead/Principal Civil Engineer
  - Project Experience must be related to <u>projects</u> implemented from Initiation to Close Out.
     Refer to functionality criteria. "Commencement Date" refers to the project initiation date and "Completion Date" refers to the project close out date.
- Experience of Civil Engineer
  - Project Experience must be related to projects implemented from Initiation to Close Out.
     Refer to functionality criteria. "Commencement Date" refers to the project initiation date and "Completion Date" refers to the project close out date.
- Experience of Occupational Health and Safety Agent
  - Project Experience must be related to projects implemented from Initiation to Close Out.
     Refer to functionality criteria. "Commencement Date" refers to the project initiation date and "Completion Date" refers to the project close out date.

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

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

Signed	 Date	
Name	Position	
Name	 Position <sub>-</sub>	
Tender		



Appendix I. Project Progr	Appendix I.	Project	Programme
---------------------------	-------------	---------	-----------

(NOT REQUIRED FOR THIS TENDER)

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

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

Signed	Date _	
Name	Position _	
Tender		



#### Appendix J: Eligibility for Preference Points (B-BBEE Recognition Level)

- 1. Valuation of preference points is based on tenderer's B-BBEE verification certificate:
  - a) The certificate shall have been issued by:
    - A verification agency accredited by South African National Accreditation System (SANAS);
    - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA):
  - b) The verification certificate must be valid at the tender closing date
- 2. In the invent of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
  - a) The verification certificate shall identify:
    - The name and domicilium citandi et executandi of the tenderer
    - ii. The registration and VAT number of the tenderer
    - iii. The dates of granting of the B-BBEE score and the period of validity
    - iv. The expiry date of the verification certificate
    - v. A unique identification number
- 3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
  - a) The name and/or mark/logo of the B-BBEE verification agency.
  - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
  - c) The B-BBEE status level
  - d) The SANAS or IRBA logo on the verification certificate.
  - e) The B-BBEE procurement recognition level.
  - f) The score achieved per B-BBEE element.
  - g) The % black shareholding.
  - h) The % black woman shareholding.
  - i) The % black persons with disabilities.
- 4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted.

Signed	 Date	
Name	 Position	
Tender		



#### Appendix K: Certified Valid B-BBEE Verification Certificate (please attach here)

The bid must include an original or certified copy of the B-BBEE verification certificate issued by SANAS accredited ratings agency, or an IRBA Registered Accounting Practice. The certificate should be an original or a certified copy.

If bidding entity is an EME or QSE a Sworn Affidavit

In the invent o	of a Joint Venture (JV), a c be submitted.	onsolidated B-BBEE verific	cation certificate in the name
Note: Tendere and clause 5.4	_	of the Pre-evaluation criter	ia as described on Section 2
Signed		Date	
Name		Position	
<b>+</b> ,			



#### Appendix L: SARS Tax Clearance Certificate

All bid submissions must have a <u>valid original or certified tax clearance certificate or SARS Pin</u> as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance certificates in their personal capacities.

certificates in th	eir personai capacities	•		
Please also atta	ach: Identity documen	ts of the Directors and Cert	ificate of Incorporation	
Signed		Date		
Name		Position		
Tender				



# Appendix M: Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)

here		
Signed	 Date	
Name	 Position	
Tender		



#### Appendix N

#### SBD 4 DECLARATION OF INTEREST

- 1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1	Full Name of bidder or his or her representative:
2.2	Identity Number:
2.3	Position occupied in the Company (director, trustee, shareholder²):
2.4	Company Registration Number:
2.5	Tax Reference Number:
2.6	VAT Registration Number:
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
¹"State"	means –

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



(e) Parliament.

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

2.7	Are you or any person connected with the bidder presently employed by the state?	YES / NO
2.7.1	If so, furnish the following particulars:	
	Name of person / director / trustee / shareholder/ member:	
	Name of state institution at which you or the person connected to the bidder is employed :	
	Position occupied in the state institution:	
	Any other particulars:	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
2.7.2.1	If yes, did you attached proof of such authority to the bid document?	YES / NO
	(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	
2.7.2.2	If no, furnish reasons for non-submission of such proof:	
2.8 Di	d you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars:	
2.9 Do	you, or any person connected with the bidder, have	YES / NO

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	employed by the	amily, friend, other state and who may d or adjudication of ars.	be involved with	
	•			
2.10	Are you, or any person of aware of any relations any other bidder and a who may be involved of this bid?	hip (family, friend, any person employ	other) between ed by the state	ES/NO
2.10.	I If so, furnish particular	S.		
2.11.′	of the company have any whether or not they are be a light of the solution of	trustees / member	ers / shareholders.	
		Number	Reference Number	Number / Persal Number
	4 DECLARATION			
	I, (NAME)	THE	<u> </u>	UNDERSIGNED



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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date		
Position	Name of bidder		



#### Appendix O

## SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated is estimated to be less than R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



#### 2. **DEFINITIONS**

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

#### 3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$
 or  $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ 

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

_				
5.	BID	DECL	$\Lambda D \Lambda T$	ואחו
J.	טוט	DLGL	.ANA I	IVIN

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

6.	<b>B-BBEE</b>	STATUS	<b>LEVEL</b>	OF	CONTRIBUTOR	CLAIMED	IN	<b>TERMS</b>	OF
	PARAGR	<b>APHS 1.4</b>	AND 4.1						

6.1	B-BBEE Status Level of Contributor:	=	(maximum of 10 or 20
	points)		

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	

- 7.1.1 If yes, indicate:
  - i) What percentage of the contract will be subcontracted.....%
  - ii) The name of the subcontractor.....
  - iii) The B-BBEE status level of the subcontractor.....
  - iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)



VEC	NO	
152	NO	

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

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

8.	DECLARATION WITH REGARD TO COMPANY/FIRM	
8.1	Name company/firm:	of
8.2	VAT registration	on
8.3	Company registration number:	on
8.4	TYPE OF COMPANY/ FIRM	
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>	
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES	
8.6	COMPANY CLASSIFICATION	
	□ Manufacturer	

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<ul> <li>☐ Supplier</li> <li>☐ Professional service provider</li> <li>☐ Other service providers, e.g. transporter</li> <li>[TICK APPLICABLE BOX]</li> </ul>	
8.7	Total number of years the company/firm has been in business:

- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
  - i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
    - (a) disqualify the person from the bidding process;
    - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution.



WITNESSES	
1	
2	

	SIGNATURE(S) OF BIDDERS(S)
DATE:	
ADDRESS	



#### Appendix P

#### SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- The bid of any bidder may be disregarded if that bidder, or any of its directors have
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system;
  - c. or failed to perform on any previous contract.
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's  Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	Yes	No
	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
	The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.4.1	If so, furnish particulars:		
			SBD 8
	CERTIFICATION		
CER	E UNDERSIGNED (FULL NAME) TIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORI O CORRECT.	M IS TRI	JE
	EPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION N N AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.	IAY BE	
Signa	nture Date		
Posit	ion Name of Bidder		

Js365bW



#### Appendix Q

#### SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:
- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



SBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:			
(Bid Number and Description)			
in response to the invitation for the bid made by:			
(Name of Institution)			
do hereby make the following statements that I certify to be true and co	omplete in every respect:		
I certify, on behalf of:	that:		
(Name of Bidder)			

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder:
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:



SBD 9

- (a) has been requested to submit a bid in response to this bid invitation;
- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.



SBD 9

- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
  - 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature	Date
Position	Name of Bidder



## Appendix R

Bidders must produce a letter of Good Standing in terms of Compensation for Occupational Injuries and Diseas	es
Act of 1993 (COIDA); or Federated Employee Mutual Assurance (FEMA) Insurance.	

(Attach here)

Signed	 Date	
Name	 Position	
Tender		



## Appendix S

# CONTRACT DOCUMENTS (To be completed and returned with the Bid Document)

Standard Professional Services Contract (CIDB), Form of Offer and Contract Data
Relevant Statutory Professional Body Board Notice – ECSA 2021
Relevant Statutory Professional Body Notice – SACPCMP, OHS Scope of Services
ACSA Insurance Clauses for Capex Projects
Special requirements at an Operational Airport
Airside Generic Risk Register (HIRA)
FIDPM Framework
ACSA CAD Drawing Standards
Project Detail Design Drawings
POPIA Declaration