

Tender Reference Number: KIM6772/2021/RFP

**APPOINTMENT OF PROFESSIONAL HEALTH AND SAFETY
AGENT SERVICES FOR THE REHABILITATION OF THE
RUNWAY, TAXIWAY AND APRONS PROJECT AT
AIRPORTS COMPANY SOUTH AFRICA'S KIMBERLEY
AIRPORT**

January 2022

NAME OF TENDERER:

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

TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa invites suitably qualified service provider to bid for the
**APPOINTMENT OF PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR THE
RUNWAY, TAXIWAY AND APRONS PROJECT AT AIRPORTS COMPANY SOUTH AFRICA'S
KIMBERLEY AIRPORT**

Tender Number: : KIM6772/2021/RFP

Issue Date : 18 January 2022

Closing Date : 16 February 2022 @ 12:00pm

**Non - Compulsory Virtual
Briefing and Virtual Site
Inspection Session Date /
Time** : 25 January 2022 @ 11:00 am

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The Tender	
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SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

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

1.2. Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. (Ref 1.2.2). The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted **on or before 16 FEBRUARY 2022 at 12:00pm** using the following method(s):

1.2.1. Hand delivery:

Only physical copies of the bid document will be accepted at the time of tender closing.
The bid document must be delivered to the tender box located at the address below and must be addressed as follows:

CONTRACT NO: KIM6772/2021/RFP

**APPOINTMENT OF PROFESSIONAL HEALTH AND SAFETY SERVICES FOR THE
RUNWAY, TAXIWAY AND APRONS PROJECT AT AIRPORTS COMPANY SOUTH
AFRICA'S KIMBERLEY AIRPORT**

[NAME OF TENDERER]

TENDER BOX

Terminal Building

Ground Floor

Kimberly Airport

Airports Company South Africa

Please ensure that the packaging of the tender document is not a box but a file size package that can fit in the tender box insertion point.

Please arrive early at the airport so you can observe all Covid-19 protocols e.g. screening and completing forms.

Please note that an electronic duplicate of the document should be e-mailed to lesego.pitse@airports.co.za by closing date and time.

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.

- 1.2.2. Proposals must be in duplicate (an original printed copy and a printed copy of the original). The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence.
- 1.2.3. Telephonic, telegraphic, telex, facsimile tenders will not be accepted.
- 1.2.4. Tenders may only be submitted on the tender documentation that is downloaded from the National Treasury and ACSA Websites.

1.3. **Alternative Bids**

No alternative bids will be considered.

1.4. **Late Bids**

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

1.5. **Clarification and Communication**

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

Name: Lesego Pitse

Designation: CATEGORY MANAGEMENT: Senior Buyer

Email: Lesego.Pitse@airports.co.za

- 1.5.1. Request for clarity or information on the tender may only be requested until **16:00pm on 09 February 2022** 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 Proposal.
- 1.5.2. Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- 1.5.3. Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

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

1.6. Non- Compulsory Briefing

Due to the current Pandemic, there will be a non-compulsory virtual briefing session meeting and non-compulsory virtual site inspection which will be held **on Tuesday, 25 January 2022** commencing at **11:00 am via Microsoft Teams**.

Non- Compulsory Briefing Session Locations (Potential bidders are invited to attend the briefing sessions se on the date below)		
Location <i>Virtual: Microsoft Teams</i>	Briefing session date and time	
Only companies that have registered through the following email address: Lesego.Pitse@airports.co.za	25 January 2022	11:00am -13:00 pm

Potential bidders are invited and encouraged to attend the non-compulsory virtual briefing session in order to obtain clarity of this tender. Potential bidders are requested to register for the briefing session by sending an email to Lesego.Pitse@airports.co.za **by end of business Monday, 24 January 2022** in order for an invite to be sent to all potential bidders that have registered for the briefing session. Only **two representatives** per company/potential bidder will be allowed at the briefing session

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 hundred and twenty days (120) working 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 from the bidder whose information is sought. Furthermore,
- 1.10.2. ACSA will not disclose the names of bidders until the tender process has been finalised.
- 1.10.3. Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.11. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

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

SECTION 2: PRE-QUALIFICATION CRITERIA AND MINIMUM REQUIREMENTS

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

Accordingly, only bidders with a B-BBEE status level **2 or lower (1)** are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. **Returnable document Appendix K**

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

2.2 Minimum Requirements

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

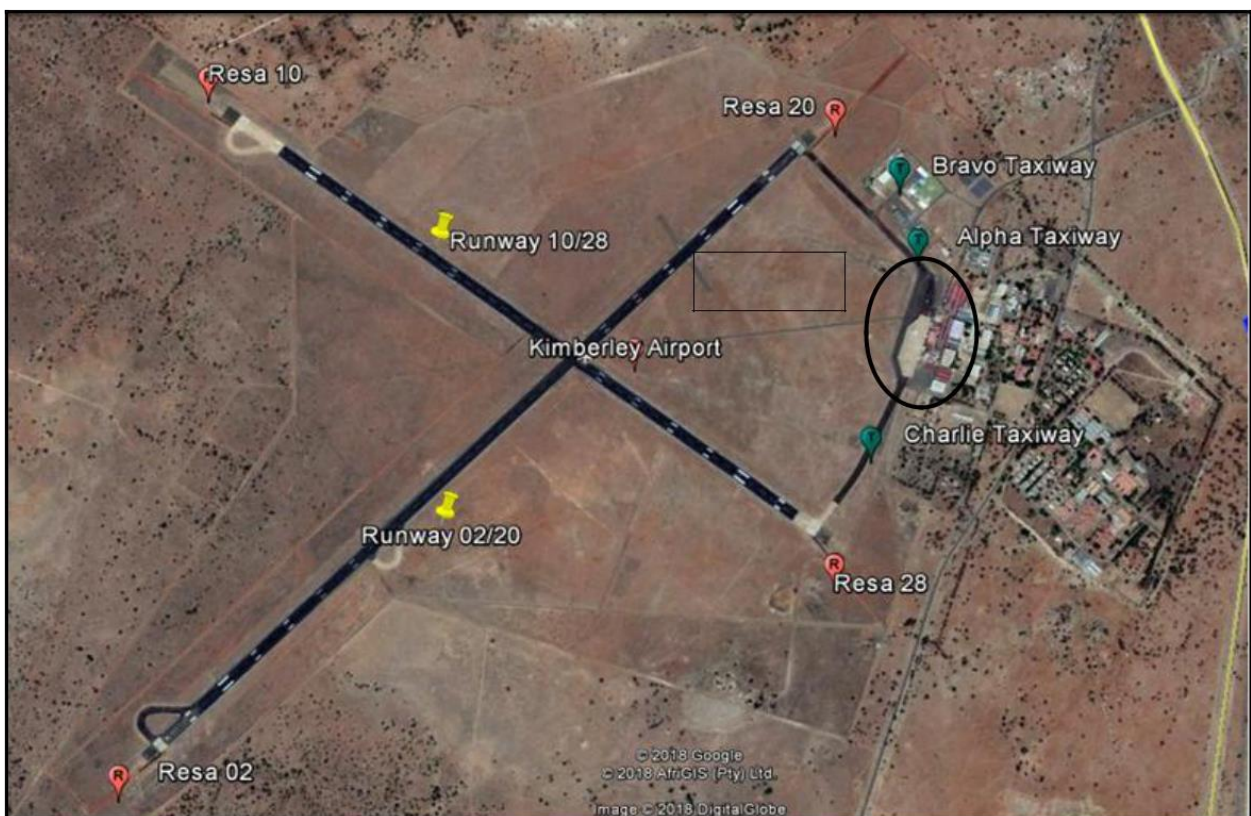
- a) Prequalification evaluation criteria.
- b) Meet the mandatory administrative requirements
- c) Meet the functionality evaluation criteria.

SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

3.1 Background

Airports Company South Africa Limited (ACSA) intends to Rehabilitate Kimberley Airports Runway, Taxiway and Aprons as part of the periodic maintenance programme endorsed by ACSA's Airport Pavement Management System.

The site is situated at Kimberly Airport and located within the airport's airside boundary; refer to the locality plan below (Fig.1) showing the site below:



(Figure 1 – Locality Plan)



(Figure 2 – Apron Plan)

The last intervention for the Runways and Taxiways was conducted in 2013 where it was resurfaced with an Ultra-Thin Friction Course (UTFC), to extend the useful lifespan by ten (10) years.

The objective of the project has been for the appointed consultants to conduct a comprehensive study into the current condition of the airside surfaces and include design options for rehabilitation that not only extend the life of the infrastructure for a further 10 years but to also comply with ICAO standards and CAA requirements.

The high-level scope for refurbishment will comprise of the following identified area's:

- a. Main Runway (RWY 02/20)
- b. Secondary Runway (RWY 10/28)
- c. Alpha Taxiway
- d. Bravo Taxiway
- e. Charlie Taxiway
- f. Taxi-lane
- g. Apron's

3.2 Purpose of this Tender

The purpose of this bid is to solicit a Health and Safety Agent for the Rehabilitation of the Runway, Taxiway and Aprons Project at Airport Company South Africa's Kimberly Airport.

3.2.1 Goals:

The project goal is to refurbish the identified areas to extend the lifespan of the surfaces to an additional 10 years, ensuring compliance to ICAO and CAA regulations.

3.2.2 Objective:

The objective of the Project has been to appoint a team of Professional Consultants and Contractors as per the approved procurement plan to undertake design development, authority approvals, construction and supervision, and close out.

3.2.3 This professional team have been / are being appointed separately and are expected to form part of a team comprising off:

3.2.3.1 Management

- Project Manager (Registered with SACPCMP)

3.2.3.2 Design

- Civil Engineers (Registered with ECSA)
- Specialist Consultants

3.2.3.3 Financial Control and Transformation

- Quantity Surveyor (Registered with SACQSP)
- Transformation Agent

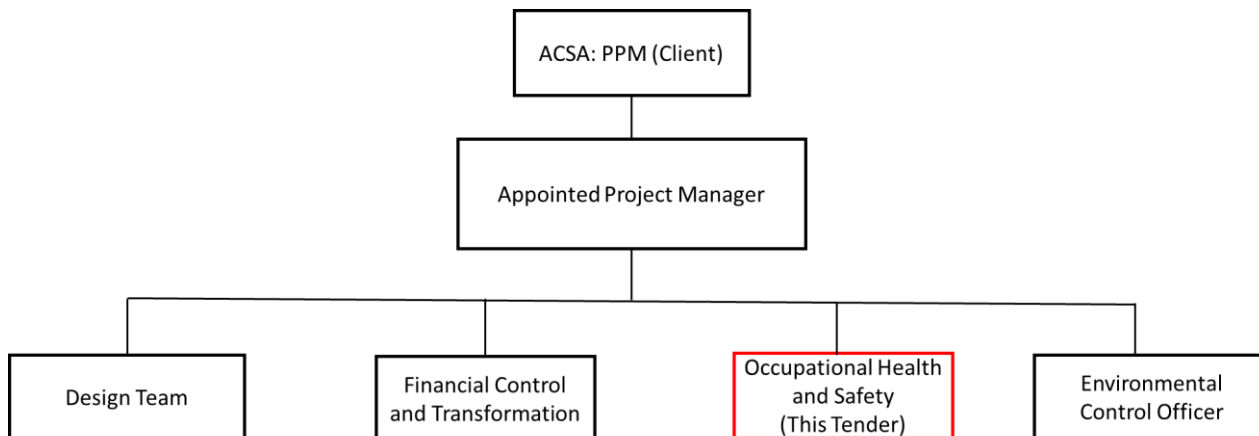
3.2.3.4 Health & Safety (This Tender)

- Health and Safety Agent (Registered with SACPCMP)

3.2.3.5 Environmental Management

- Environmental Control Officer (Registered with SACNASP)

3.2.4 Project Organogram is as follows:



3.2 Scope of Work

3.2.1 The Project deliverables comprises, inter-alia the following:

- Forecast the traffic movements for 20 years and provide recommendations on extending the life and serviceability of the runways and taxiways to a minimum of 10 and a maximum of 20 years, for safe aerodrome operations.
- Provide detailed designs, technical specifications, detailed BOQ and project estimates.
- Topographical survey's
- Material laboratory testing
- Support the contractor procurement tender process.
- Contract management and site supervision, commission the rehabilitation work.
- Assess the safety-related aspects of all runways, runway strips and RESA's
- Conduct structural analysis on runways, runway strips, and secondary aprons.
- Investigate skid resistance and texture depth of runways after construction
- Evaluate material properties within the graded portion of the runway and RESA's.
- Assess the geometric aspects of all runways, taxiways and aprons.
- Assess the longitudinal and transverse slope.

The Health and Safety Agents Scope of Works are as per the below:

The Health and Safety Agent will be responsible for deliverables on the following stages of the project to be delivered in a two-phased approach:

Phase 1

- Stage 3: Design development
- Mutually agreed additional services

Phase 2

- Stage 4: Documentation and procurement
- Stage 5: Construction
- Stage 6: Close out
- Mutually agreed additional services

The purpose of this approach is to enable ACSA an opportunity to make an investment decision at the end of Phase 1 and after conclusion of a Design Development Report.

3.2.2 The Health and Safety Agents Scope of Work

The Professional Health and Safety Agent will act as the representative for the Client in managing Health and Safety for the construction project and perform all duties as stipulated in the standard scope of services for Construction Health and Safety Agents Registered in terms of Section 34 (2) of the Project and Construction Management Professions Act (Act NO. 48 of 2000); Board Notice 167 of 2019. (See Annexure) and as amended by any terms and conditions of the tender.

3.3 Form of Contract

The Conditions of Contract are the Standard Professional Services Contract (July 2009) published by the Construction Industry Development Board.

3.4 Extent of Services

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

3.5 Reference data

A clarification session will be held to clarify Scope of Works and answer queries.

3.6 Timeframes and Milestones

The project milestone deliverables below are provisional however it is to be noted that the intention is to provide the works stipulated within the timelines provided, or sooner to align with the construction

timelines of the tenant. The construction period is estimated at 15 months, and the consultants are to consider parallel works activities to shorten this duration where possible.

Milestone/Deliverable	Review / Approval	Date Required
ECSA Stage 1 - Inception	Major Role Players / Sponsor	N/A
ECSA Stage 2 - Concept and Viability	Major Role Players / Sponsor	N/A
ECSA Stage 3 - Design Development	Major Role Players / Sponsor	2022/03/24
ECSA Stage 4 - Procurement	Major Role Players / Sponsor	2022/11/03
ECSA Stage 5 - Construction	Major Role Players / Sponsor	2024/01/16
ECSA Stage 6 - Project Close Out	Major Role Players / Sponsor	2024/03/20

3.7 Meetings

The Bidder will be required to attend site meetings as per Scope of Work above. The Bidder will also be required to attend meetings with the appointed professional services consultants as required. To be included in work stage pricing.

3.8 Reporting

A monitoring report will be compiled monthly and submitted to the Principle Agent as an overall performance indicator. The Bidder shall make allowance for writing reports in pricing schedule.

3.9 Audits

Audits will be conducted as per the current OHS Act and will take place on a fortnightly basis. Monthly reports are to be issued electronically to the Engineer and Client at an agreed date prior to the monthly Contractor site meeting. In the event of night works taking place the client reserves the right to request that additional audits be done in accordance with the submitted rate.

3.10 Disbursements

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

3.11 Key Personnel

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

3.12 Use of reasonable skill and care

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

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

3.13 Meetings

Management Meetings

During the initial stages of this project (Planning, Studies, Investigations and Assessments; Inception; Concept and Viability and Design Development) the Bidder may be expected to attend fortnightly Project Board management meetings and progress meetings with the Employer.

Design Development Meetings

The Bidder shall be required to attend design development and technical review meetings with the design team and designated representatives of the Employer. These meetings will be structured to gain final approval of the Employer for all design aspects of this work.

Site/Technical Meetings

During the Contract Administration and Inspection stage of this project, the Bidder shall attend all site meetings with the Employer and contractor present.

Ad-hoc Meetings

The Bidder will be expected to attend ad hoc meetings from time to time, with the Employer, stakeholder groups, or service or other authorities, to address specific issues as and when the need arises.

General

The Bidder shall be represented at all meetings by at-least one of the key personnel.

3.14 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. Invoices shall be submitted to the Quantity Surveyor for verification prior to submission to Employer.

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.

3.15 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.

3.16 Place for performing specific tasks

It is recommended that the successful bidder have a presence in Kimberley as ACSA will not pay for travel and accommodation claims. (Refer to the Disbursement and Claimable cost that will be compensated by ACSA) The Service Provider's personnel may also be required to attend meetings elsewhere in the Kimberley metropolitan area as and when required. It is anticipated that the bulk of the bidder's deliverables will be undertaken at site (Kimberley Airport). It is expected that the successful bidder maintain a strong presence on site during construction.

3.17 Access to site

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

All resources must wear a personal access permit always when on site. (refer to ACSA permit cost under the disbursement schedule)

3.18 Format of communication

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

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

3.19 Non-disclosure

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

SECTION 4: PRICE AND PREFERENCE

4.1 Pricing Instructions

The appointment of the company, comprising the successful professional team, will be in accordance with the built environment professional council Guideline Scope of Service and Tariff of Fees for Persons Registered, unless stated otherwise elsewhere in this document and amended in line with ACSA's specific requirements at an operational airport.

Bidders must only price in accordance with the pricing schedule below, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

Guidelines amended by the Employer.

- The amounts inserted in the Activity Schedules are deemed to include for all expenses, costs, profit, general obligations etc, necessary to carry out the professional services described in the various documents.
- The client does not guarantee that the project will be completed in one continuous stage. Due to budget constraints, sections of the project may be advertised for design and/or construction on successive financial years.
- The client reserves the right, by giving written notice to the Consultant, to stop the progress of a particular project/stage at any time. Should the client exercise this right, the client will pay the Consultant for work done and expenses incurred only up to the time that the notice was given.
- Traveling time and cost, telephonic, electronic and fax communication, special postage and courier deliveries are not payable for this appointment.
- Tenderers must only price in accordance with the pricing schedule.
- The fee proposal must be a percentage fee based on the estimated total construction value
- The offered percentage is fixed and will be applied to the final construction awarded value for final fee calculation purposes
- 5% of Stage 6 will only be released upon completion and handover of all documentation at the end of the project
- Consultants are to be mindful that both day and night works are anticipated during the construction phase of this project.
- Claimable disbursement cost is listed in item 4.1.1 (i) below

4.1.1 Disbursements

- i. Only project related costs listed below and presented to ACSA will be compensated by ACSA;
 - Printing, binding
 - Project occupational Health and Safety permit application
 - ACSA Permits
 - Miscellaneous cost (Agreed upfront and in writing by the Client)
- 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
 - Email (sent or received)
- iii. Disbursements will be paid at proven cost. 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.

From	Typing of original/master per A4	Duplicating				Printed or copied binder set	
		On white paper		On coloured paper			
		A4	A3	A4	A3	A4	A3
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	
	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

* 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		
	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

Claimable Airport Permit Costs

20/21

Permit Type	Adjusted Prices (VAT Excluded)	Adjusted Prices (VAT)	Adjusted Prices (VAT Included)
AVOP Permit	52,81	7,92	60,73
Cell phone	44,39	6,66	51,04
Damaged Card Re-print	105,64	15,85	121,48
PERMANENT PERMITS			
Permanent Permits 2yrs without card holder	176,05	26,41	202,46
Permanent Permit -2yrs with card holder and clip	188,40	28,26	216,66
Permanent Permit -6 days and over without holder	176,05	26,41	202,46
Permanent Permit -6 days and over with holder and clip	188,40	28,26	216,66
Upgrading Category	105,64	15,85	121,48
LOST PERMITS (ADDITIONAL TO PERMIT ISSUED)			
1st Lost Including AVOP	105,64	15,85	121,48
2nd Lost	208,48	31,27	239,75
TEMPORARY PERMITS			
1 Day	26,25	3,94	30,18
2 - 5 days with card holder and clip	33,96	5,09	39,06
2 - 5 days without card holder and clip	33,96	5,09	39,06
PERMANENT VEHICLE PERMITS			
1 Year	881,02	132,15	1 013,17
Change of registration	78,76	11,81	90,57
Edit Vehicle Permit	78,76	11,81	90,57
Add on permit costs	3 662,02	549,30	4 211,32
VEHICLE AIRSIDE PERMITS			
1 Day	31,66	4,75	36,41
2 Days	59,45	8,92	68,37
3 Days	87,24	13,09	100,33
1 - 3 Months	220,06	33,01	253,07
4 - 6 Months	434,71	65,21	499,91
6 - 12 Months	881,02	132,15	1 013,17
Lost Vehicle Permit	1 632,31	244,85	1 877,16
VPAF as at 31/07/2013	3 703,81	555,57	4 259,38
6 Months permit (Add on fees / 2)	1 851,90	277,79	2 129,69
4 Months permit (Add on fees / 3)	1 234,60	185,19	1 419,79
3 Months permit (Add on fees / 4)	925,95	138,89	1 064,84
2 Months permit (Add on fees / 6)	617,30	92,60	709,90
1 Month permit (Add on fees / 12)	308,65	46,30	354,94

4.2 Activity Schedule

Precinct 3 Development -Activity Schedule	
Estimated Cost of the Work (excl. VAT)	
1. Civil Works	R186 000 000
Total estimated Construction Cost (Excluding Fees and VAT)	R186 000 000
Estimated Construction Duration	15 Months
Estimated project Duration (Inception, Design, Procurement, Construction, Close-Out)	36 Months

4.2 Pricing Schedule

4.2.1 Health and Safety Agent

Kimberley Runway and Taxiway Rehabilitation Project- Professional Services, Fees per Project Stage		
Table A 1– Basic Professional Fees	Estimated Construction Value	R186 000 000
1. Health and Safety Agent	Offered Fees Before Discount (Excl. Vat)	
	% Discount Offered	
	Estimated Total Professional Fees after Discount (Excl. VAT)	
	<u>Offered Percentage (%) in relation with Estimated Construction Value</u>	
Fees as per SACPCMP for H&S Professionals Act No 48 of 2000 – (13 September 2019)	% of basic fee for each stage	Offered Fee (Excl. VAT)
PHASE 1		
Work-stage 1 Inception	0,0%	N/A
Work-stage 2 Conception and Viability	0,0%	N/A
Work-stage 3 Design development	20,0%	
SUB TOTAL PHASE 1	20%	
PHASE 2		
Work-stage 4 Documentation & Procurement	10%	
Work-stage 5 Construction (Contract administration and supervision)	40%	
Work-stage 6 – Close-Out (Closure and final Report)	5%	
SUB TOTAL PHASE 2	55%	
TOTAL (PHASE 1 & 2)	75%	
Disbursements (5% of Total Phase 1 & 2)		
Contingency (5% of Total Phase 1 & 2)		
TOTAL OFFERED PROFESSIONAL FEES (EX VAT) Including Recoverable expense - Health and Safety Agent		
VAT (15%)		
TOTAL OFFERED PROFESSIONAL FEES (Incl VAT) Including Recoverable expense - Health and Safety Agent (TO BE CARRIED TO THE FORM OF OFFER IN THE CIDB PSC ANNEXURE R.1)		

Use of Contingency will be paid on an hourly basis for mutually agreed services using the rates provided. All and any use of these funds are to be pre-approved by the ACSA Project Manager.

4.2.2 Total Offered Professional Fees as a Percentage

ACSA requests proposals from the consultants for fees, as a percentage (%), on the cost of works in relation to the construction be provided.

Description	Percentage Offered
<u>Offered Percentage (%) in relation with Estimated Construction Value for Health and Safety Agent Services</u> (As per pricing schedule)	

4.2.3 Time-Based service – Day Works

Item	Description	Unit	Amount	
			R	C
1.	PrCHS Agent	Hour		
2.	CHS Manager	Hour		
3.	CHS Officer	Hour		

Time-Based service – Night Works

Item	Description	Unit	Amount	
			R	C
1.	PrCHS Agent	Hour		
2.	CHS Manager	Hour		
3.	CHS Officer	Hour		

All additional hourly rates are exclusive of VAT

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 pre-qualifying. (Section 2 and clause 5.3)
Stage 2	Check if bidders meet the Mandatory Administrative Requirements. (Clause 5.4)
Stage 3	Evaluate on functionality or the technical aspect of the bid (Clause 5.5)

5.3 Pre-qualification Criteria

Bidders must submit the requisite documentation to prove that they meet the pre-qualifying criteria. Only bidders with a B-BBEE status level **2 or lower (1)**. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. Returnable document Appendix K

5.4 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:

- 5.4.1 Duly completed and signed Standard Bidding documents (SBD 4 and SBD 8) Appendix N and P.
- 5.4.2 Acceptance of ACSA terms and Conditions of Bid Section 9 and Section 10.
- 5.4.3 Duly signed Offer and Acceptance document

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.

5.5 Functionality Evaluation Criteria

5.5.1 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.

5.5.2 Threshold

The functional evaluation will be based on a threshold, where bidders **which fail to achieve a minimum on each functional stage will not be considered further in the evaluation.** 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 Point	Minimum Threshold Required				
1. Bidder / Companies Previous Experience	<p>Bidders to present Health and Safety professional services experience on completed projects (within the last 15 years) related to Civil Engineering Projects. This includes Bulk Services and Roads development or similar complex developments, exceeding R15 Million (excl. Vat) each in construction value. References <u>must</u> be included.</p> <ul style="list-style-type: none"><3 Projects (0 Points)3-4 Projects (20 Points)>4 Projects (30 Points) <p>(Complete Appendix E) (Attach Reference Letters to Appendix F)</p>	30	20				
Sub-Total 1.		30	20				
2. Experience of key staff – Health and Safety Agent	<p>Proof of relevant qualification and registration as a Professional Health and Safety Agent with the South African Council of the Project and Construction Management Professions (SACPCMP).</p> <p>No qualification and registration (0 Points) Relevant qualification and registration (10 Points)</p> <p>(Attach to Appendix H)</p>	10	10				
	<p>Proof of experience to be demonstrated as a Health and Safety Agent for at least 8 years.</p> <ul style="list-style-type: none"><8 Years (0 Points)8-10 Years (15 Points)>10 Years (20 Points) <p>Proof of successful completion (as a Health and Safety Agent) on at least 3 similar projects (similar in nature and construction value) within the last 15 years. Construction value of the projects must be greater than R15 Million (excl. Vat).</p> <ul style="list-style-type: none"><3 Projects (0 Points)3-4 Projects (15 Points)>4 Projects (20 Points) <p>(Complete Appendix G)</p>	20	15				
Sub-Total 2.		50	40				
3. Work Methodology	<table><tr><td rowspan="3">Bidders must respond to the scope of works and outline the proposed Work Methodology relating to Health & Safety containing:<ul style="list-style-type: none">- Design Stage Input- Pre-Construction Phase Preparations- Health and Safety compliance monitoring during construction phase- Project close-out deliverables</td><td>Detailed Work Methodology provided containing all requested information demonstrating a clear understanding of the bid expectations. (20 Points)</td></tr><tr><td>Work Methodology provided containing high level/ generic information demonstrating some level of understanding of the bid expectations. (10 Points)</td></tr><tr><td>Work Methodology provided has omissions when measured against criteria described. (0 Points)</td></tr></table> <p>(Attach to Appendix I)</p>	Bidders must respond to the scope of works and outline the proposed Work Methodology relating to Health & Safety containing: <ul style="list-style-type: none">- Design Stage Input- Pre-Construction Phase Preparations- Health and Safety compliance monitoring during construction phase- Project close-out deliverables	Detailed Work Methodology provided containing all requested information demonstrating a clear understanding of the bid expectations. (20 Points)	Work Methodology provided containing high level/ generic information demonstrating some level of understanding of the bid expectations. (10 Points)	Work Methodology provided has omissions when measured against criteria described. (0 Points)	20	10
Bidders must respond to the scope of works and outline the proposed Work Methodology relating to Health & Safety containing: <ul style="list-style-type: none">- Design Stage Input- Pre-Construction Phase Preparations- Health and Safety compliance monitoring during construction phase- Project close-out deliverables	Detailed Work Methodology provided containing all requested information demonstrating a clear understanding of the bid expectations. (20 Points)						
	Work Methodology provided containing high level/ generic information demonstrating some level of understanding of the bid expectations. (10 Points)						
	Work Methodology provided has omissions when measured against criteria described. (0 Points)						
Sub-Total 3.		20	10				
Total 1, 2, 3		100	70				

5.6 PREFERENCE POINTS AND PRICE

5.6.1 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).

5.6.2 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:

5.6.3 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

5.6.4 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.

5.6.5 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.

5.7 Definitions

- 5.7.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 5.7.2 **“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;
- 5.7.3 **“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;
- 5.7.4 **“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;
- 5.7.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 5.7.6 **“Designated Group”** means:
 - 5.7.6.1 Black Designated Groups;
 - 5.7.6.2 Black People;
 - 5.7.6.3 Women;
 - 5.7.6.4 People with disabilities; or
 - 5.7.6.5 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 5.7.7 **“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;
- 5.7.8 **“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;
- 5.7.9 **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 5.7.10 **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 5.7.11 **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;

- 5.7.12 **“Person”** includes a juristic person;
- 5.7.13 **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 5.7.14 **“Price”** means all applicable axes less all unconditional discounts;
- 5.7.15 **“QSE”** means a qualifying small business enterprises in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 5.7.16 **“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;
- 5.7.17 **“Rural Area”** means:
- 5.7.17.1 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
- 5.7.17.2 an area including a large settlement which depends on migratory labour and remittances and govern social grants for survival, and may have a traditional land tenure system;
- 5.7.18 **“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;
- 5.7.19 **“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;
- 5.7.20 **“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;
- 5.7.21 **“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
- 5.7.22 **“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.

5.8 Adjudication Using A Point System

- 5.8.1 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.
- 5.8.2 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
- 5.8.3 Points scored will be rounded off to the nearest 2 decimal places.

5.9 Award of Business where Bidders have Scored Equal Points Overall

- 5.9.1 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.
- 5.9.2 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.
- 5.9.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

5.10 Points Awarded for Price

The 80/20 or 90/10 Preference Point Systems

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5.10.1 Points Awarded for B-BBEE Status Level of Contribution

- 5.10.1.1 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

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

- 5.10.1.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.
- 5.10.1.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 5.10.1.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.10.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.10.1.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.10.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless

the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 5.10.1.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.11 Bid Declaration

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

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 0)

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

(Points claimed in respect of paragraph 3.1 must be in accordance with the table reflected in paragraph 5.10.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

5.12 Sub-Contracting

- 5.12.1 Will any portion of the contract be sub-contracted? YES / NO (*Delete whichever is not applicable)

- 5.12.2 If yes, indicate:

5.12.2.1 The sub-contracted percentage is: _____%

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

5.12.2.2.1 black ownerships is: _____

5.12.2.2.2 black youth ownership is: _____

5.12.2.2.3 black women ownership is: _____

5.12.2.2.4 black people with disabilities ownerships is: _____;

5.12.2.2.5 black people in rural areas, underdeveloped areas or townships ownerships is: _____

5.12.2.2.6 black ownership of the co-operative is: _____

5.12.2.2.7 black people who are military veteran ownership is: _____

5.12.2.2.8 Combined ownership of any of the above is: _____.

5.12.3 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.

5.12.3.1 The name of the sub-contractor is:

5.12.3.2 The B-BBEE status level of the sub-contractor is: _____

5.12.3.3 The sub-contractor is an EME: YES / NO (*Delete *whichever is not applicable*)

5.12.4 A bidder may not sub-contract any portion of the tender after award without the written approval a delegated ACSA representative.

5.13 Declaration with Regard to the Bidder

5.13.1 **Name of bidding entity**

5.13.2 **VAT Registration**

5.13.4 **Company**

registration number:

5.13.5 **Type of company / firm:**

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

[TICK APPLICABLE BOX]

5.14 Describe principal business activities

5.15 Company Classification

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

- ☐ Other service providers, e.g. transportation, *etcetera*.

[TICK APPLICABLE BOX]

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

5.17 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:

5.17.1 The information furnished is true and correct;

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

5.17.3 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;

5.17.4 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:

5.17.4.1 Disqualify the person from the bidding process;

5.17.4.2 Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

5.17.4.3 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;

5.17.4.4 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

5.17.4.5 Forward the matter for criminal prosecution.

Witnesses:

1. _____

Tender no. KIM6772/2021/RFP

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 [Yes or No]
Declaration of Interest Form Section 7	
Declaration of Forbidden Practices Section 8	
Bidders must accept the ACSA Terms and Conditions Section 9	
Terms and Conditions of RFP 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	
Reference letter from the Client Appendix F	
CV and Experience Appendix G	
Proof of Professional Registration and Certified Proof of Qualifications Appendix H	
Work Methodology Appendix I	
Eligibility for Preference Points (B-BBEE Recognition Level) Appendix J	
B-BBEE Certificate (certified copy or original) from accredited provider Appendix K	

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 Appendix R	

- 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 [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 order by SARS) Appendix L	
Names and identity numbers of Directors Appendix L	
Certificate of Incorporation Appendix L	
Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD) Appendix M	

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

Signature

Date

Position

Name of bidder

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

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

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

This declaration was signed on _____ of _____ 202_____

Name: _____

Designation: _____

Signature: _____

SECTION 9: TERMS AND CONDITIONS OF RFP

9.1 Conditions of the request for proposal

- 9.1.1 This RFP 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 **15 FEBRUARY 2022 at 12:00pm** 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 RFP, 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 RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 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 RFP 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 RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
 - Concerning any aspect of the RFP process to anything done or decided there under: or
 - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 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 client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 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 RFP 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 RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 9.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 9.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 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 RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: KIM6772/2021/RFP

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of **APPOINTMENT OF PROFESSIONAL HEALTH AND SAFETY AGENT SERVICES FOR THE RUNWAY, TAXIWAY AND APRONS PROJECT AT AIRPORTS COMPANY SOUTH AFRICA'S KIMBERLEY AIRPORT** in accordance with Airports Company South Africa's requirements.

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

Thus done and signed at		on this the		day of		2022
----------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	

Appendix A Certificate of Authority to Sign Tender

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.

Signed

Date

Name

Position

Tenderer

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

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

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.

Signed

Date

Name

Position

Tender

Appendix D. Proposed Amendments and Qualifications

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

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tender

Appendix E: Schedule of the Tenderer's Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium in similar projects or similar areas and conditions in relation to the scope of work over the last **Fifteen (15) years** will be evaluated.

Tenderers should briefly describe his or her experience in this regard and attach this to the schedule.

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

Health and Safety Experience:

	Names of Client (for which a same or similar service was rendered)	Description of service	Value of Construction Contract Excl. VAT	Confirmation of Practical Completion Date	Performance Period		Contact person and contact details (contact person, telephone and email)
					From (Date)	To (Date)	
<u>Project 1:</u>							Name:
							Tel:
							Email:
	Additional Comments:						
							Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>
<u>Project 2:</u>							Name:
							Tel:
							Email:
	Additional Comments:						

	Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>						
<u>Project 3:</u>							Name:
							Tel:
							Email:
	Additional Comments:						
	Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>						
<u>Project 4:</u>							Name:
							Tel:
							Email:
	Additional Comments:						
	Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>						
<u>Project 5:</u>							Name:
							Tel:
							Email:
	Additional Comments:						
	Reference Letter Provided: Yes: <input type="checkbox"/> No: <input type="checkbox"/>						

Tenderer must complete the above template failure to complete may result in disqualification.

Tender no. KIM6772/2021/RFP

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Tender</i>	_____		

Appendix F: Reference letters from the Clients

Attach here

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

Signed	_____	Date	_____
Name	_____	Position	_____
<i>Tender</i>	_____		

Appendix G:

CV and Experience of Health and Safety Agent

Position to hold for this project	<input type="checkbox"/> Health and Safety Agent		
Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education			
Number of Years' Experience:			
Professional Body			
Affiliation/ Accreditation			

Major Experience in previous years related to similar type of completed projects:	
<u>Project 1 of 5:</u>	
Employer (Company)	
Client Name	
Cell Number	
Principal Agent Name	
Cell Number	
Consultant (Company)	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value Excl VAT	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
<u>Project 2 of 5:</u>	
Employer (Company)	

Client Name	
Cell Number	
Principal Agent Name	
Cell Number	
Consultant (Company)	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value Excl VAT	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
Project 3 of 5:	
Employer (Company)	
Client Name	
Cell Number	
Principal Agent Name	
Cell Number	
Consultant (Company)	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value Excl VAT	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
Project 4 of 5:	
Employer (Company)	
Client Name	
Cell Number	
Principal Agent Name	

Cell Number	
Consultant (Company)	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value Excl VAT	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:
Project 5 of 5:	
Employer (Company)	
Client Name	
Cell Number	
Principal Agent Name	
Cell Number	
Consultant (Company)	
Key Personnel Project Role	
Position Held	
Scope of work description/ Project description	
Construction value Excl VAT	
Construction Duration: From (Site Handover date) to (Practical Completion date)	Site Handover date: Practical Completion date:

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 _____
Tenderer _____

Appendix H. Proof of Professional Registration and Qualification

Attach here
(If foreign qualification must be SAQA accredited)

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

Signed Date

Name Position

Tender

Appendix I. Work Methodology

Attach here

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

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

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 event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

Note: Tenderer's must take cognisance of the Pre-evaluation criteria as described on Section 2 and clause 5.4

Signed _____ Date _____

Name _____ Position _____

Tender _____

Appendix L: SARS Tax Clearance Certificate

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

Please also attach: **Identity documents of the Directors and**
Certificate of Incorporation

Signed Date

Name Position

Tender

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

Attach here

Signed Date

Name Position

Tender

Appendix N

SBD 4 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
 2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.
- 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.

²“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 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....

YES/NO

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Peral Number

4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

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

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

.....
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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
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;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-

contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (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.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system;
 - c. or failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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? (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(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

Appendix Q

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ .that:

(Name of Bidder)

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

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Appendix R

CONTRACT DOCUMENTS

(To be completed / reviewed and returned with the Bid Document)

Appendix R.1	Standard Professional Services Contract (CIDB)
Appendix R.2	Relevant Statutory Professional Body Board Notice – SACPCMP for Construction Health Professions
Appendix R.3	ACSA Insurance Clauses
Appendix R.4	Special requirements at an Operational Airport