

Request for Proposals for the Acquisition of Professional Services for the Substation A Reconfiguration Project for a Period of 24 Months Through an Open Bid Process Using the Request for Proposal

Tender Number: : BFN6684/2021/RFP

Issue Date : 25 October 2021

Closing Date : 26 November 2021 @13:00PM

Briefing Session Date and Time : Non-Compulsory 22 November 2021 @10:00AM

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFQ documents

Tenders are available on www.etenders.gov.za. Kindly print and complete. **Submission of bid documents:**

Tenderers must email bid documents and clearly stipulate, the full description of the tender and tender number when the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before **13:00(PM) on 26 of November 2021 using the following method(s):**

1.1.1. Email Submission

The Bid Documents must be submitted via email using the following email address below.

Mahlatse.Mochitelo@airports.co.za

PLEASE SUBMIT IN PDF FORMAT AND BIDDERS MUST NOT SEND THEIR SUBMISSION AS ONE BIG ATTACHEMENT. BREAK YOUR SUBMISSION IN ATLEAST (04) FOUR OR MORE ATTACHMENT OF 4MB EACH NOT EXCEEDING 30MB.

Please send an additional email to the email address above, stating that you have made a submission once you have sent all your attachment.

1.1.2. Proposals must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence.

1.2. Alternative Bids

As a general rule ACSA only accepts bids which have been prepared in response to the tender invitation. However, for this tender alternative bid will be accepted provided the alternative bid is accompanied by the original bid response which materially complies with the specifications of this tender invitation. The alternative bid will only be considered where the bidder has submitted together with its alternative bid, an offer which materially complies with the requirements of this tender. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this tender document.

1.3. Late Bids

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

1.4. Clarification and Communication

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Designation:	Senior Buyer
Tel:	011 723 1573
Email:	mahlatse.mochitelo@airports.co.za
Fax:	N/A

- 1.4.1. Request for clarity or information on the tender may only be requested until **22 of November 2021**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation.
- 1.4.2. 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.

1.5. Non-Compulsory Briefing Session

A non-compulsory clarification meeting with representatives of the Employer will take place via **Teams** on the **08 of November 2021** starting a **10:00am**. See below link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NWVmY2UwNWUtMDBmZS00ZWm3LTg5NjgtNWNmODU1NmQxMzRj%40thread.v2/0?context=%7b%22id%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22oid%22%3a%22b143d873-9dc7-4244-af4a-8fda53edce43%22%7d

Or call in (audio only)

[+27 21 834 0841,690010899#](tel:+27218340841690010899) South Africa, Cape Town

Phone Conference ID: 690 010 899#

[Find a local number](#) | [Reset PIN](#)

1.6. 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.

1.7. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this tender;
- 1.7.2. Split the award of this tender;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- 1.7.5. To reject the lowest acceptable tender received; and/or
- 1.7.6. Cancel this tender.

1.8. Validity Period

- 1.8.1. ACSA requires a validity period of **120 working days** for this tender.
- 1.8.2. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

1.9. Confidentiality of Information

- 1.9.1. 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,
- 1.9.2. ACSA will not disclose the names of bidders until the tender process has been finalised.
- 1.9.3. 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**.

1.10. 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

2. SECTION 2: PRE-QUALIFICATION CRITERIA

- 2.1. In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.
- 2.2. The bidder must be B-BBEE Level 1 or 2 or 3 or 4
- 2.3. A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified.
- 2.4. **Mandatory 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:

- 2.4.1 Completed in full and signed Form of offer on Pricing Schedule
- 2.4.2 A Valid Letter of Good standing with workman's compensation commissioner COIDA
- 2.4.3 Declaration of Bidder's past supply chain management practices (SBD8)
- 2.4.4 Declaration of Interest (SBD 4)

3. SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

1. Introduction

Since inception, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BFN), Upington (UTN), Port Elizabeth (PLZ), East London Airport (ELS), George Airport (GRJ), Kimberley Airport (KIM) and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

2. Background

Substation-A is the main distribution center of all the electrical services that are required for the Bram Fischer International Airport. The Substation building is non-compliant to ESKOM NRS 060: Code of practice for clearances for electrical systems with rated voltages up to and including, for the safety of persons 145 kV and SANS 60364: Electrical installation of buildings. This is due to the installation of the medium voltage and the low voltage equipment in one room space. The standard specifies that medium voltage electrical equipment such as transformers and switchgear should be installed and housed in separate spaces or room from low voltage equipment.

Another non-compliance and safety hazard with the substation building is the existing window panes that create a weak point when fire suppression system (CO₂ gas system) is activated and gases released at high pressure.

3. Scope

The consultant shall provide the following professional services in:

- Structural reconfiguration and renovation of substation A building in accordance with substation building regulations, OHS and Electrical machinery,
- Repositioning electrical equipment in accordance to SANS and relevant industry standards and
- Upgrading and/or replacing the air conditioning and fire extinguishing systems in accordance SANS 10139
- Lighting design in line with the reconfiguration
- Ventilation re-design and adjustment for the new reconfiguration
- Interlock between ventilation and fire system to be implemented

The services include;

1. Establish Employer requirements and preferences, refine user needs and options.
2. Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.
3. Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.
4. Prepare tender, contract and construction documentation for the project
5. Prepare technical specifications and material specifications and standards in line with ACSA minimum guidelines
6. The compilation of the project scope, bill of quantities and cost estimates;
7. Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works
8. Quality assurance plans and inspections.
9. Final close-out procedures, Project documentations(as built drawing, maintenance plans, Operating and Maintenance Manuals), spares list, training plans certifications, project post mortem report.

Stage 1 Inception Report

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Consultation with client or the client's authorized representative.
4. Advise on the rights, constraints, consents and approvals. This is especially related to the National Key Point Act and related legislation and regulations as it pertains to the infrastructure and processes.
5. Understand the operational requirements, procedures, OHS and environmental requirements of the airport
6. Define the services and scope of work required.
7. Conclude the terms of the agreement with the client.
8. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
9. Determine the availability of data, drawings and plans relating to the project.
10. Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.

11. Deliverables will include report on project, site and functional requirements, Schedules of required surveys, tests, analysis, site and other investigations, Schedule of consents and approvals.
12. Provide necessary information within the agreed scope of the project to other consultants involved

Stage 2 Preliminary Design

1. Prepare and finalise the project concept in accordance with the brief, including project scope, project scale plus preliminary program and viability of the project.
2. Attend design and consultants' meetings.
3. Refine and establish the concept design criteria as per project brief.
4. Prepare, recommend, appoint and manage the service providers to do the topographical surveys
5. Prepare initial concept design and related documentation.
6. Advise the Employer regarding further surveys, analyses, tests and investigations which may be required and testing of the soil, health and safety agent. These services shall be procured in line with the Employer's transformation objectives. These costs shall be monitored and reported on.
7. Review the results/data from third party service provider and incorporate into the design as required
8. Establish regulatory authorities' requirements and incorporate into the design.
9. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
10. Establish access, utilities, services and connections required for the design
11. Coordinate the design interface with the necessary relevant individuals which might include ACSA and internal and external stakeholders.
12. Prepare traffic accommodation drawings and contractor site establishment for approval by the Employer, to ensure continue operation.
13. Apply into the design all applicable airport standards and regulatory requirements.
14. Prepare preliminary process designs, preliminary designs, and related documentation for approval by authorities and client and suitable for costing. The preferred option shall incorporate best engineering practices, technological innovations while maintaining cost effectiveness.
15. Provide cost estimates and comment on life cycle costs as required.
16. Liaise, co-operate and provide necessary information to the Employer,
17. Prepare and submit three (3) sets of Design Drawings and Documents, Preliminary Specifications

Stage 3: Detailed Design

1. Review documentation programme with Employer and prepare Detail Design of the agreed concept
2. Attend design and employer meetings on a 2-weekly basis.
3. Incorporate Employer's and authorities' detailed requirements into the design.
4. Prepare design development drawings including draft technical details and specifications.
5. Review and evaluate design and outline specification and exercise cost control.
6. Prepare detailed estimates of construction cost.
7. Provide finalised operational impact mitigation documentation, drawings and contingency plans with asset outage for approval and communication.
8. Where required, submit the necessary design documentation to local and other authorities for approval.

Stage 4: Documentation and Procurement

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents if necessary to remain within budget.
5. Prepare documentation for contractor procurement.
6. Review designs, drawings and schedules for compliance with approved budget.
7. Assist in calling for tenders and/or negotiation of prices and/or assist the Employer where relevant.
8. Liaise, co-operate and provide necessary information to the Employer as required.
9. Assist in the evaluation of tenders.
10. Assess samples and products for compliance and design intent.
11. Consultants shall be part of the technical part of evaluation and make recommendations in terms of CIDB Evaluation of Tender Technical Guide

Stage 5: Contract Administration

1. Attend site handover to contractor.
2. Issue construction documentation and construction drawings in accordance with the documentation schedule
3. Carry out contract administration procedures in terms of the contract.
4. Prepare schedules of predicted cash flow.
5. Prepare pro-active estimates of proposed variations for client decision making.
6. Attend regular site, technical and progress meetings.
7. Review the Contractor's quality control programme and advise and agree on a quality assurance plan. Quality plan should include witness and holding points where necessary.
8. Inspect the works for quality and conformity to contract documentation, on average once every 2 weeks during the works as described in more detail in 3.3.2 for level 1: periodic construction monitoring.
9. Review the outputs of quality assurance procedures and advise the contractor and Employer on the adequacy and need for additional controls, inspections and testing.
10. Adjudicate and resolve financial claims by contractor(s).
11. Assist in the resolution of contractual claims by the contractor.
12. Establish and maintain a financial control system.
13. Clarify details and descriptions during construction as required.
14. Prepare valuations for payment certificates to be issued by the principal agent.
15. Witness and review all tests and mockups carried out both on and off site.
16. Check and approve contractor drawings for design intent.
17. Update and issue drawings register.
18. Issue contract drawings and instructions as and when required.
19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
20. Inspect the works and issue practical completion and defects lists.
21. Arrange for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals
22. Completion certificate and final completion

Stage 6: Project Close-Out

1. Inspect and verify the rectification of defects
2. Receive, comment and approve relevant payment valuations and completion certificates
3. Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

4. SECTION 4: PREFERENCE POINTS AND PRICE (SBD 6.1)

4.1. Preference Points Claims

4.1.1. 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:

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

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

4.1.2. The value of this bid is estimated exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the .../... system shall be applicable. Preference points for this bid shall be awarded for:

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

	Points
4.2.1. Price	_____80_____
B-BBEE Status Level of Contribution	_____20_____
Total Points for Price and B-BBEE must not Exceed	100

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

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

4.3. Definitions

4.3.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- 4.3.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 4.3.6. **“Designated Group”** means:
 - 4.3.6.1. Black Designated Groups;
 - 4.3.6.2. Black People;
 - 4.3.6.3. Women;
 - 4.3.6.4. People with disabilities; or
 - 4.3.6.5. Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 4.3.7. **“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 4.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 4.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 4.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 4.3.12. **“Person”** includes a juristic person;
- 4.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;

- 4.3.14. **“Price”** means all applicable axes less all unconditional discounts.
- 4.3.15. **“QSE”** means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 4.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- 4.3.17. **“Rural Area”** means:
- 4.3.17.1. 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
 - 4.3.17.2. an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.
- 4.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 4.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 4.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 4.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 4.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.

4.4. **Adjudication Using A Point System**

- 4.4.1. 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.
- 4.4.2. 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
- 4.4.3. Points scored will be rounded off to the nearest 2 decimal places.

4.5. Award of Business where Bidders Have Scored Equal Points Overall

- 4.5.1. 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.
- 4.5.2. 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.
- 4.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6. Points Awarded for Price (Applicable in percentage)

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 comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4.6.1. Points Awarded for B-BBEE Status Level of Contribution (applicable)

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

B-BBEE Level Contributor	Status of	Number of Points (90/10 system)	Number of Points (80/20 system)
1		10	20

2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 4.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.
- 4.6.1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 4.6.1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.6.1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6.1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.6.1.7. 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.
- 4.6.1.8. 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.

4.7. Bid Declaration

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

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

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

(Points claimed in respect of paragraph 0 must be in accordance with the table reflected in paragraph 4.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

4.8. Sub-Contracting

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

4.8.2. If yes, indicate:

4.8.2.1. The sub-contracted percentage is: _____%

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

4.8.2.2.1. black ownerships is: _____

4.8.2.2.2. black youth ownership is: _____

4.8.2.2.3. black women ownership is: _____

4.8.2.2.4. black people with disabilities ownerships is: _____;

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

4.8.2.2.6. black ownership of the co-operative is: _____

4.8.2.2.7. black people who are military veteran ownership is: _____

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

4.8.3. 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.

4.8.3.1. The name of the sub-contractor is:

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

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

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

4.9. Declaration with Regard to the Bidder

4.9.1. **Name of bidding entity**

4.9.2. **VAT Registration**

4.9.4. **Company registration number:**

4.9.5. **Type of company / firm:**

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

[TICK APPLICABLE BOX]

4.10. Describe principal business activities

4.11. Company Classification

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

[TICK APPLICABLE BOX]

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

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

- 4.13.1. The information furnished is true and correct;
- 4.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section;
- 4.13.3. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
- 4.13.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
 - 4.13.4.1. Disqualify the person from the bidding process;
 - 4.13.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 4.13.4.3. Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - 4.13.4.4. Restrict the bidder or 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
 - 4.13.4.5. Forward the matter for criminal prosecution.

Witnesses:

1. _____

Signature(s) of bidder(s)

2. _____

Date: _____

Address: _____

5. 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/ / functionality/ Price and B-BBEE**. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received	Check if Bidder meets the pre-qualifying criteria	Mandatory and Administrative requirement documents	Evaluate on functionality or the technical aspect of the bid	Evaluate price (Percentage) and Preference (B-BBEE)	Post tender negotiations

5.3. Functionality

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Scope of Work	70	Key personnel Experience	50	35
		Key personnel qualifications	20	15
Company experience & references	20	Company experience	15	5
		Project Values	15	5

Total	90		100	60
-------	----	--	-----	----

5.3.1. Functionality / Technical

The functionality/technical evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will comprise of the following:

Bidders must go through Pre-qualification Criteria and Mandatory Requirement in order to be promoted from the functional/technical requirements stage of the evaluation:

5.3.2. Threshold

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **60 points** on the functional/technical stage will not be considered further in the evaluation. **Bidders must meet the minimum threshold per Sub-criterion in order to proceed to the next phase of evaluation. Should a bidder meet or exceed minimum total of 60 points but fail to achieve the minimum points as set per Sub-criterion, Tenderers will not be considered further in the evaluation.**

1. Functionality Evaluation: Minimum points required 60 points

Functional Functionality Evaluation Criteria		Points allocation	Min score
BIDDER EXPERIENCE IN MEDIUM VOLTAGE RETICULATION			
1.1	Proof that Bidder has successfully designed, contract managed and supervised a minimum of three (3) medium voltage (6,6/11kV - 44kV) substation projects. Completion certificates to be provided		
	4 or more projects	15	5
	3 projects	5	
	2 or no project	0	
1.2	Proof that Bidder has successfully designed, contract managed and supervised medium voltage (6,6/11kV - 44kV) substation projects to a minimum accumulated total contract value of R9m. (all values exclude VAT)		
	Greater than R5m	15	5
	Greater that R3m but less than R5m	5	
	R3m or less	0	



KEY PERSONNEL EXPERIENCE			
	Design Engineer		
2.1	Proof that Design Engineer has designed a minimum of three (3) medium voltage (6,6/11kV - 44kV) substation projects that has been successfully built and commissioned. CV must be attached		
	4 or more projects	10	7.5
	3 projects	7.5	
	Less than 3 projects	0	
	Project Manager		
2.2	Proof that Project Manager has successfully project managed a minimum of three medium voltage (6,6/11kV - 44kV) substation projects. CV must be attached		
	4 or more projects	10	7.5
	3 projects	7.5	
	Less than 3 projects	0	
	Mechanical Engineer		
2.3	Proof that Mechanical Engineer has designed a minimum of three (3) substation projects that has been successfully built and commissioned.		
	4 or more projects	10	7.5
	3 projects	7.5	
	Less than 3 projects	0	
	Architectural services - Bidder shall have a Professional Architecture (PrArch) employed full-time bases or a contractor to his consultancy assigned to the project.		
2.3	Proof that PrArch has designed a minimum of three (3) medium voltage (6,6/11kV - 44kV) substation building or building structures that incorporate a medium voltage (6,6/11kV - 44kV) substation that has been successfully build. CV must be attached		
	4 or more projects	10	7.5
	3 projects	7.5	
	Less than 3 projects	0	
	Civil Engineer - Bidder shall have a Technologist (PrTech) or Engineer (PrEng) structural engineer employed full-time or a contractor to his consultancy assigned to the project.		
2.4	Proof that a structural engineer has successfully supervised and handed-over a minimum of three (3) medium voltage (6,6/11kV - 44kV) substations building or building structures that incorporate a medium voltage (6,6/11kV - 44kV) substation. CV must be attached		
	4 or more projects	10	5
	3 projects	7.5	

	Less than 3 projects	0	
KEY PERSONNEL QUALIFICATION			
	Design Engineer		
3.1	Proof that Design Engineer has minimum required qualification (CV must be attached)		
	Professional Engineer (PrEng) (Electrical Engineering)	10	7.5
	Professional Technologist (PrTech)(Electrical Engineering)	7.5	
	None of the above submitted	0	
	Project Manager		
3.2	Proof that Project Manager has minimum required qualification or certification		
	NQF Level 6 (Project management) or above	10	7.5
	NQF Level 5 (Project management)	7.5	
	None of the above submitted	0	
Totals		100	60

5.4 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20** Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exist, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*. Bidders to note that the pricing schedule is located I the NEC PSC part C2

6 SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

ACSA will disqualify from the tender process any bidder that has failed to submit (i.e. signed/acknowledged/initialled) 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:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Completed in full and signed Form of offer Price Schedule	
A Valid Letter of Good standing with workman's compensation commissioner COIDA	
Declaration of Bidder's past supply chain management practices (SBD8)	
Declaration of Interest (SBD 4)	

6.2 Other Returnable Documents and information

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]
B-BBEE Certificate or Sworn Affidavit of contractor	
Price Schedule	
Declaration of Forbidden Practices (Section 8)	
SBD 4 (Declaration of Interest, Section 7)	
SBD 6.1 (Preference points and price, Section 4)	
SBD 8	
SBD 9	
CVs of Key Personnel (Section 9)	
Verifiable Company Experience (Section 10)	
Tax Clearance Certificate (ACSA may do not award a tender to a bidder whose tax affairs have not been declared to be in orders by SARS) (Section 13)	
Certificate of Incorporation (section 14)	
Proof of registration or proof of application for registration with the CSD (Section 16)	
Environmental Terms and Conditions (section 18)	
Occupational Health and Safety Act (1993) Section 37(2) appointment (section 17)	
a. A valid Professional Indemnity insurance cover certificate of five million rand (R5,000,000.00)	

6.3 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 change.

7. SECTION 7: DECLARATION OF INTEREST (SBD 4)

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

8. DECLARATION OF FORBIDDEN PRACTICES (SBD 8)

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.

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

I/We declare the following:

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 _____ 201_____

Name: _____

Designation: _____

Signature: _____

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 per 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. disregards 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. cancels 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 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and 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

SBD 9

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 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.

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

SBD 9

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

Section 9: CVs of Key Personnel

Bidders are required to demonstrate the following:

- **Composition of team structure** including roles & responsibilities and time allocation (i.e. full time vs part time)
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum key team members as stated below need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member).

1. **Design Engineer**
2. **Project Manager**
3. **Mechanical Engineer**
4. **Architecture**
5. **Civil Engineer**

The evaluation of quality will be based on the **CV's submitted and organogram of proposed team. Bidders are to complete returnable CV templates and attach full detailed CV thereto**

Design Engineer

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Experience	Years'

Key experience in relevant works: It is to be noted that 'relevant projects' refers to Substation design.

Project 1 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 2 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 3 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality

Commitment to the Project

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

Project Manager

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Experience	Years'
<p>Key experience in relevant works: It is to be noted that 'relevant projects' refers to electrical project management</p> <p><u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>	

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality

Commitment to the Project

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

Mechanical Engineer

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Experience	Years'

Key experience in relevant works: It is to be noted that 'relevant projects' refers to Substation design.

Project 1 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 2 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 3 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality

Commitment to the Project

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

Architecture

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Experience	Years'

Key experience in relevant works: It is to be noted that 'relevant projects' refers to Substation design.

Project 1 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 2 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 3 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality

Commitment to the Project

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

Civil Engineer

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Experience	Years'

Key experience in relevant works: It is to be noted that 'relevant projects' refers to Substation design.

Project 1 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 2 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 3 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality

Commitment to the Project

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

Section 10: Verifiable Company Experience

Section 11: Certificate of authority to sign tender/contract.

Insert a certified copy of an extract from the minutes of a meeting of the Board of Directors or Members (or an official letter signed by the company's managing director) authorising the person who signs the Tender to sign it on behalf of the Company, Corporation or Firm.

Section 12: B-BBEE Certificate

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

The Preferential Procurement Regulations Part 3, section 11 (9) states that, "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 Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

Should a bidder wish to form a Joint venture, a consolidated BBEE Certificate is required

Section 13: Tax Clearance Certificate

(ACSA many do not award a tender to a bidder whose tax affairs have not been declared to be in order by SARS)

Section 14: Certificate of Incorporation

Section 15: Letter of good standing with the Workers Compensation Commissioner (nature of works to be relevant to the scope of this

Section 16: Proof of registration or proof of registration with the Central Supplier Database (CSD)

Section 17: Occupational Health and Safety

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA
Physical Address: Airport Company South Africa 24 Johnson Road Bedfordview 2007

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

[illegible]

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilize the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - Public Liability Insurance Cover as required by the Subcontract Agreement.
 - Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will always comply with the following conditions:

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

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.

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

ACCEPTANCE BY MANDATARY

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

I, _____ (Name and Surname), a duly authorised 16.2

Appointee acting for and on behalf of _____ (Company Name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Section 18: Environmental Terms and Conditions

ACSA SERVICE & MAINTENANCE CONTRACTORS

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>

ISSUE	REQUIREMENT
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

Section 19: B-BBEE Certificate and company profile of the subcontractor (if applicable)