



REQUEST FOR QUOTATIONS FOR 03L THRESHOLD REHABILITATION AT AIRPORTS COMPANY OF SOUTH AFRICA-O. R. TAMBO INTERNATIONAL AIRPORT.

Requisition Number: : 72206(a)

Issue Date : 22 August 2024

Closing Date : 09 September 2024 @ 09h00

Briefing Session and Site, Date and Time : N/A

Site Inspection Requirements : N/A

TABLE OF CONTENT		
SECTION 1	INSTRUCTIONS TO BIDDERS	
SECTION 2	BACKGROUND, PURPOSE AND SCOPE OF WORK	
SECTION 3	EVALUATION CRITERIA	
SECTION 4	RETURNABLE DOCUMENTS AND FORMS	
SECTION 5	PRICING SCHEDULE / FORM OF OFFER	



1. SECTION 1: INSTRUCTIONS TO BIDDERS

Submission of Quotations

The email subject heading containing bid documents must have RFQ number and the RFQ title. 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 quotation pack must be initialled or stamped with the bidder's stamp as proof that the bidder has read the quotation pack. Quotation pack must be submitted on or before **closing date and time** using the following method either,

1.1.1. Email submissions:

The quotation pack must be sent to the following email address below:

tenders.scm11@airports.co.za

Quotations must be in an electronic copy of the quotation pack. 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.

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

- Bidders must not email their submission as one big attachment. Kindly break your submission in at least (04) four or more attachments of 4mb each.
- Bidders are requested to submit all quotations in the format instructed, no other format will be acceptable.

1.2. Alternative Quotations

As a general rule, Airports Company South Africa only accepts quotation which have been prepared in response to the RFQ. However alternative quotations will be accepted provided the alternative quotation is accompanied by the original quotation response which materially complies with the specifications of this RFQ. Alternative quotations will also be evaluated using the pre-determined evaluation criteria stipulated in this RFQ document.



1.3 Late Quotations

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

1.4 Clarification and Communication

Name:	<u>Sandra Sebokolodi</u>
Designation:	<u>Buyer</u>
Tel:	<u>011 723 2636</u>
Cell:	<u></u>
Email:	<u>tenders.scm11@airports.co.za</u>

Request for clarity or information on the RFQ may only be requested on or before 30th August 2024 and 10h00

Any responses to queries for clarity sought by a bidder will also be sent to all the other entities which have been invited to the Request for Quotation/Information invitation.

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



1.5 Non-Compulsory / Compulsory Briefing/ Site Inspection Session

A non/compulsory briefing as below details

Briefing/Site Inspection Session Requirements	Detail
Date	N/A
Time	N/A
Venue or Microsoft Teams Link	N/A
Access to Restricted Area, Cargo, Airside, Terminal	N/A
Documentation, e.g. ID, Passport, Temporary Permit, etc (note: Driver's License will not be acceptable)	N/A
Personal Protective Equipment, Safety boots	N/A

1.6 RFQ Responses

RFQ responses must be strictly prepared and returned in accordance with this RFQ document. Bidders may be disqualified where they have not materially complied with any of AIRPORTS COMPANY SOUTH AFRICA 's requirements in terms of this RFQ document. Changes to the bidder's submission will not be allowed after the closing date of the RFQ. All RFQ 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 RFQ.

1.7 Disclaimers

It must be noted that Airports Company South Africa may:

- a) Award the whole or a part of this RFQ.
- b) Split the award of this RFQ;
- c) Negotiate with all or some of the shortlisted bidders.
- d) Award the RFQ to a bidder other than the highest scoring bidder where objective criteria allows.
- e) Reject the lowest quotation submission received; and/or
- f) Cancel this RFQ.



1.8 Validity Period

AIRPORTS COMPANY SOUTH AFRICA requires a validity period of thirty 120 business/working days for this RFQ. 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 AIRPORTS COMPANY SOUTH AFRICA would accommodate a proposal to change the price.

1.9 Confidentiality of Information

AIRPORTS COMPANY SOUTH AFRICA will not disclose any information disclosed to AIRPORTS COMPANY SOUTH AFRICA through this RFQ process to a third party or any other bidder without any written approval from the bidder whose information is sought.

Bidders may NOT disclose any information given to the bidders as part of this RFQ process to any third party without the written approval from AIRPORTS COMPANY SOUTH AFRICA. In the event that the bidder requires to consult with third parties on the RFQ, such third parties must complete confidentiality agreements, which should also be returned to AIRPORTS COMPANY SOUTH AFRICA with the quotation pack.

1.10 Hot – Line

AIRPORTS COMPANY SOUTH AFRICA subscribes to fair and just administrative processes. AIRPORTS COMPANY SOUTH AFRICA 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 or 086 726 1681

Email: office@thehotline.co.za

2. SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

03L THRESHOLD REHABILITATION

Project Description

Surface rehabilitation of the 03L runway threshold between taxiway Bravo & Juliet (see below extent of works marked in red rectangular box in figure 1). The length and width of the area to be rehabilitated is 100m and 60m respectively.

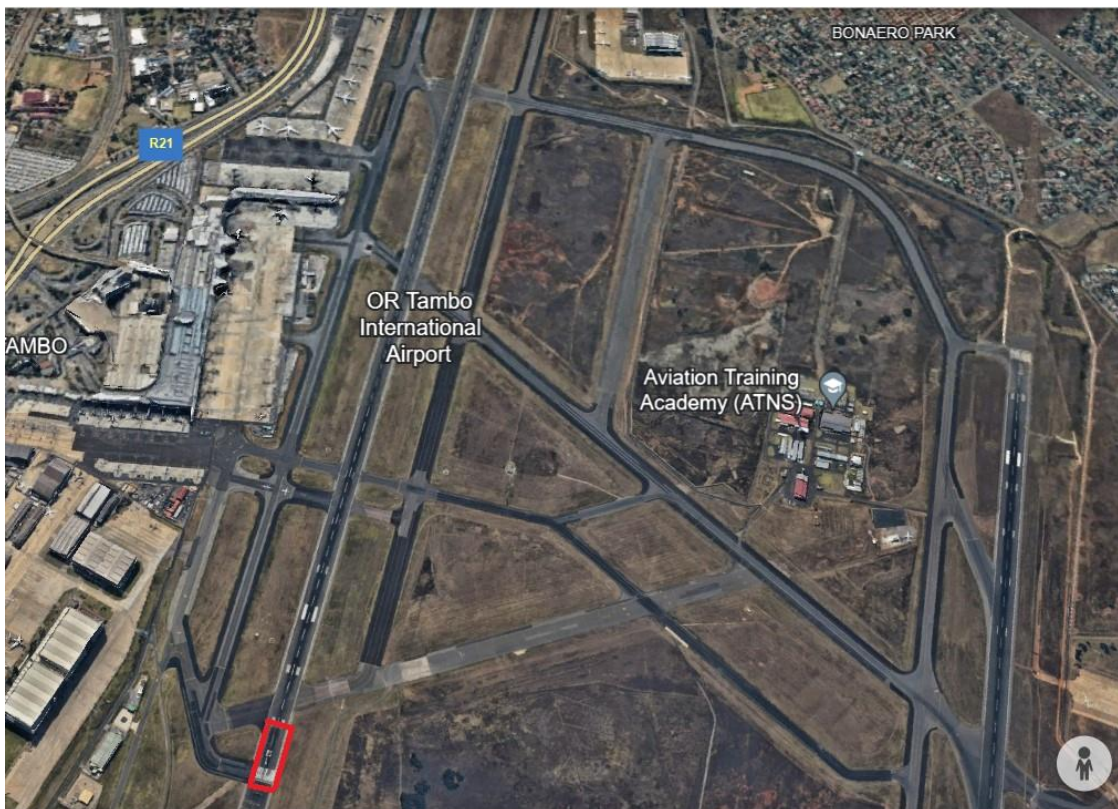


Figure 1: 03L runway threshold between taxiway Bravo & Juliet

Scope of works

Works will be based on COTO standard specifications for road & bridge works for South African Road Authorities (chapter 1.2, 1.3, 1.5, 4.3, 9.1, 11.7, 11.9 and 20.1)

- General requirements & provisions
- Contractor's establishment onsite & general obligations
- Accommodation of traffic
- Existing road materials
- Asphalt layers & Electrical works for AGLs (aircraft ground lights)
- Road markings and road studs
- Finishing the road and road reserve and treating old roads
- Testing materials and judgement of workmanship

The activities will consist of the following:

- Milling 200mm of the asphalt layer on the affected runway threshold area of 03L between taxiway Bravo & Juliet.
- Replace with 80mm PG64H-16(PMB) surfacing (full area) and 120mm PG64H-16(PMB) base (full area)
- Implement polypropylene non-woven asphalt reinforcing
- Installation of subsoil drains

Contractors Requirements

- i) Compilation and submission for approval of a detailed site safety plan and work method statements, all in compliance with the Manual for Working Airside – Volume 5.
- ii) Attendance by all site staff of a safety training course and obtaining ACSA permits. This includes the necessary vehicle and equipment driving permits for any driver having to drive airside, as indicated in the Manual for Working Airside – Volume 5.
- iii) Compile and submit a quality management plan for approval by the Employer's Agent.
- iv) Compliance with local and national Occupational Health and Safety regulations (OHS Act No. 85 of 1993) and ACSA Health and Safety regulations.
- v) Full compliance with the ACSA Environmental Specifications.
- vi) Establishment on site of the camp, asphalt plant and construction equipment on the area allocated for this project.
- vii) Locating, relocating (where required) and protection of all services in the work areas.
- viii) Undertaking of asphalt mix designs and trials to prove compliance with specifications.
- ix) Structured and detailed interaction with various role players at the airport to ensure timeous completion of the works for each shift. These role players include the staff of the Airport Management (AM) and the Air Traffic Control (ATC). Management of the project planning and operational procedures for working airside.
- x) Cleaning of the construction area after each work shift to the satisfaction of AM staff.

Pavement rehabilitation

Work will have to be undertaken in phases taking the current traffic pattern into consideration and ensuring that the airport will still be operational during the construction period. All works will be night shift and the work areas will be available at the following time periods:

- Main runway From 00h30 to 05h00



(a) Electrical Works

Electrical work is limited in this contract. The contractor shall make every effort to identify all existing underground services. This is especially required when work is carried out within the taxiways.

All lights on the taxiways affected by the remedial pavement works will need to be removed and replaced during the same shift.

Provision is made to install sleeves or to re-slot damaged and old cables next to the existing cables into the existing runways. This activity will be done before any rehabilitation works commence to limit the amount of joints on the final surfacing.

Changes to Scope of Work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

TEMPORARY WORKS

The Contractor shall obtain written permission from the Employer's Agent before construction of any temporary works may commence. Temporary works will include the following:

- (a) Where applicable (in limited occupation areas), transverse and longitudinal ramps at the end of each shift during construction of the asphalt overlays on the runways and taxiways. The details for the construction and removal of these ramps are discussed in the project specification.
- (b) Signage and markings for the surface movement of aircraft and vehicles.
- (c) Placing and removal of barricades where required.
- (d) All facilities within the Contractor's construction camp. The design shall comply with the specifications where provided in these documents and all statutory requirements such as the Occupational Health and Safety Act and Regulations. The area is to be reinstated upon completion.
- (e) Access roads for the construction camp and temporary material stockpile site. These roads are to be designed, constructed and maintained by the Contractor to comply with safety and environmental requirements. They must be reinstated upon completion the Works.

HEALTH AND SAFETY

- **Health and Safety Requirements and Procedures**

Health and Safety requirements and procedures are presented in Annexure B, Section C3.7.1.

- **Barricades and lighting**

Requirements for the provision and usage of barricades and lighting are stated in Volume 5 and Sections A1.3 and A1.5 of the Specifications.

- **Traffic Control**

Safety requirements and procedures where the Contractor has occupation of taxiways, runways or roads are stated in **Volume 5** and **Section A1.5 of the Specification**.

SPECIAL ITEMS

CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

MEASUREMENT AND PAYMENT

Item	Unit
C1.3.1 The Contractor's general obligations	
<i>Delete subitem C1.3.1.3 and replace with the following:</i>	
"C1.3.1.3 Time related obligations:	
b) Execution of the works	month"
"C1.3.1.7 Airside induction courses and permits.....	Lump sum"

Under the heading "Item C1.3.1.3", delete the 2nd paragraph and replace with the following:

"The contract rate shall include full compensation for that part of the Contractor's general obligations which are mainly a function of construction time. The contract rate shall be deemed to include, leasing costs, hire costs or cost of ownership per month for Contractor's Equipment. The contract rate will be paid monthly, pro rata for parts of a month, from the Commencement Date in terms of the Contract Documentation. For item C1.3.1.3(b) the contract rate will be paid monthly, pro rata for parts of a month, from the end of Mobilisation Period until the end of the original Contract Period specified for completion of the Works."

Add the following new paragraphs:

"Item C1.3.1.6

The tendered lump sum shall represent full compensation for all costs incurred control of dust and FOD pollution at all work areas including haul and site access roads and campsite/site offices. No additional payment will be made for the control of FOD on the project.

Payment of the lump sum tendered will be made in two instalments:

- (1) The first instalment, 70% of the lump sum, will be made in the first payment certificate after the Contractor has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 30% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments."

"Item C1.3.1.7

The tendered lump sum shall represent full compensation for all costs incurred for the attendance of the safety induction course for all the Contractors personnel and for all costs associated with the provision of all necessary permits as required by ACSA for the completion of the project.

No additional payment except that tendered in this item will be granted for permits, airside courses, radio license courses or for any vehicle license courses or permits associated with the due completion of this project and includes for any costs incurred for these during the maintenance period.



Payment of the lump sum tendered will be made in two instalments:

- (1) The first instalment, 70% of the lump sum, will be made in the first payment certificate after the Contractor has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 30% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments.”

“Item C1.3.1.8

The rate shown reflect the amount which shall apply for penalty to be deducted for non-compliance with requirements for accommodation of traffic as set out in A1.2.3.25, A1.5 and Volume 5. These rates are per occurrence and shall be applied if deemed necessary by the Engineer. “

“Item C1.3.3

The provisional sum allowed for shall be for the direct cost in paying salaries of the supervisory staff on the project provided by the Engineer. All contracts and employment related costs shall be covered by the Engineer.”

FACILITIES FOR THE ENGINEER

PART C: MEASUREMENT AND PAYMENT

Add the following payment subitems

Item	Unit
C1.4.7 Site inspection transport	
“C1.4.7.3 The provision of site vehicle for Engineer’s site staff.....	Prime cost sum (PC)
C1.4.7.4 Handling costs and profit in respect of item C1.4.7.3.....	Percentage (%)

Add the following paragraphs:

“Item C1.4.7.3

The prime cost sum shall be for the direct cost to provide a vehicle for the Engineers site staff. The vehicle shall comply to all ACSA regulations and shall be sourced by the Engineer.”

“Item C1.4.7.4

The percentage under item C1.4.7.4 is a percentage of the amount spent under item C1.4.7.3 which shall include full compensation for all handling costs, profit and all other charges in connection with arranging and carrying out the maintenance works. “

ACCOMMODATION OF TRAFFIC

PART A: SPECIFICATIONS

A1.5.3 GENERAL

Add the following to clause:

This Contract is divided into limited occupation areas in order to allow for the airport to be fully operational during construction. All occupation areas will be over a short duration (e.g. for night shift works). The Contractor shall inform and obtain approval from ATNS and AM prior to closing any runway/RET/taxiway for construction. The requirements of Volume 5 and Clause A1.2.3.25 shall be fully adhered to by the Contractor. The Contractor is also to note that escort services are to be provided by the contractor for vehicles entering the restricted area to areas where work is taking place (see Clause A1.2.3.26).

Details of the envisaged Phasing of the work are contained in Volume 4 (Book of Drawings) and also in C3.5 of this document. If the Contractor wishes to deviate from these details in any way, the Contractor shall request approval for such deviation and if approved shall keep the Airport Manager (AM) and the Engineer fully informed of changes."

Add the following new sub-clauses:

(j) Night work

All plant used on site shall be equipped with suitable lights including flashing amber lights to enable the work to be properly performed and controlled at night. Night work will only commence if, according to the Engineer, the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours.

Payment shall be made under item B15.15 for provision of the lighting for the whole working site in work areas as specified above.

The Contractor shall provide for artificial lighting to ensure the proper execution of the work in terms of the contract. The artificial lighting shall be subject to the Engineer's approval and shall consist of at least the following:

- (i) At least 3 floodlight towers per work area shall be provided when works are performed during the night shift. A work area is defined as an area of radius 15 m in which night work is being done. The Contractor shall provide adequate lighting at night as specified for every work area. The light in a work area shall be a minimum of 75 lux.
- (ii) The power systems shall comply with the Occupational Health and Safety Act No 6 of 1993 as amended, and the Standard Regulation for Wiring of Premises of the South African Institute of Electrical Engineers.

No additional payment will be made to the Contractor over and above payment for the Contractor's general obligations for providing and maintaining all extra personnel and equipment for executing night work.

Upon request by the Engineer or his representative, the Contractor shall make available a mobile flood light tower for use by the Engineer's staff. Payment for this request shall be made under item C1.5.15 "



PART C: MEASUREMENT AND PAYMENT

Add the following payment items:

"The Contractor's obligation under this Section 1.5 shall not be measured or paid for directly (except as hereinafter provided for) and compensation for the work involved to comply with these obligations shall be deemed to be covered by the rates and amounts tendered for the various items of work included under this contract.

Amend the following payment items C1.5.2 and C1.5.3 to the following:

Item	Unit
C1.5.2 Accommodation of airside traffic	month

Add the following paragraph:

The rate shall also include liaising with the Air Traffic Control (ATC) to coordinate all construction related activities.

Add the following payment item:

Item	Unit
C1.5.13 Safety Barriers:	
C1.5.13.1 Provide Taxiway/Runway closure barriers as per drawing complete.....	Number (No)
C1.5.13.2 Placing, moving and final removal of taxiway/runway closure barriers upon completion of the works	Lump Sum

Item	Unit
------	------

Add the following payment item::

C1.5.14	Provision of lighting on site for works areas during night work or where instructed	Lump sum"
C1.5.15	Traffic Safety Officer	Month
C1.5.16	Provision of escort services for all project vehicles.....	Lump Sum



Item C1.5.13

The Contractor shall be responsible for maintaining the barriers (including ballast of plastic barriers) and lights. Placing and removal of barriers will be measured once only for payment for each barrier. No additional payment will be made for the intermediate moving and placing of barriers during the contract.

Payment of the lump sums tendered will be made in three instalments.

- (1) The first instalment, 30% of the lump sum, will be made after the contractor has made the initial provision and first placement with the first facility closure
- (2) The second instalment, 40% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments.
- (3) The third and final instalment, 30% of the lump sum, will be paid when the barriers are no longer needed and have final been removed off-site."

Item C1.5.14

The tendered sum shall include compensation for providing and maintaining lighting as specified and shall include for all units, required for all the operations being done during the same working period.

Payment shall be made monthly, pro rata to the contract time elapsed but shall not finally exceed the tendered sum, except when extension of time for completion is granted in terms of the general conditions of contract, when additional payment will be made pro rata to the initial contract period of the main portion of the works.

Payment for the moving and operation of the lighting equipment and other incidentals necessary for lighting the site shall be included in the tendered rates."

Item C1.5.15

The tendered rate shall include full compensation for providing a traffic safety officer and all requirements and obligations to perform the requirements required by the traffic safety officer as defined in terms of A1.5.7.12 and A1.2.3.25 (f).

The tendered rate shall be paid monthly. The Engineer has the right to subtract days if the traffic officer has neglected his duties in the opinion of the Engineer."

Item C1.5.16

Payment of the lump sum tendered will be made for the escort services required by ACSA to be provided by the Contractor. The tendered lump sum shall include full compensation for training requirements and Airside Vehicle Operators Permit (AVOP) compliance, providing all transport, safety equipment not otherwise specifically covered, labour and ancillaries required to perform an escort service for all construction vehicles from the security gate to the area where work is taking place.

Payment of the lump sum tendered will be made in three instalments.

- (1) The first instalment, 50% of the lump sum, will be made in the first payment certificate after the contractor has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 35% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments
- (3) The third and final instalment, 15% of the lump sum, will be paid when the work has been completed and certificate of practical completion has been issued.



The tendered sum shall include full compensation for training requirements and AVOP compliance, providing all transport, safety equipment not otherwise specifically covered, labour and ancillaries required to perform an escort service for all construction vehicles from the security gate to the area where work is taking place.”

COTO CHAPTER 9: ASPHALT LAYERS

SECTION 9.1: ASPHALT LAYERS

PART C: MEASUREMENT AND PAYMENT

Add the following payment subitems

Item	Unit
C9.1.17 Electrical works	
“C9.1.17.1 Removal of taxiway Lights.....	number (No.)
C9.1.17.2 Re-instate taxiway Lights.....	number (No.)

Add the following paragraphs:

Payment item 9.1.17.1 will be the number of full taxiway lights removed and stored in full.

Payment item 9.1.17.2 will be the number of full taxiway sourced and installed according to ICAO and ACSA standards.

COTO CHAPTER 11: ANCILLARY ROAD WORKS

SECTION 11.9: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

PART C: MEASUREMENT AND PAYMENT

Add the following payment item

Item	Unit
C11.9.1.3 Runway 03L Threshold	Lump Sum



3. SECTION 3: EVALUATION CRITERIA

3.1. Evaluation Stages

AIRPORTS COMPANY SOUTH AFRICA will use pre-determined evaluation stages when considering received quotations. Price and BEE, Objective Criteria

During the evaluation of received quotation packs AIRPORTS COMPANY SOUTH AFRICA 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 may be disqualified from the RFQ process.

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

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

Refer to SECTION 4 below for a list of mandatory documents and form.

3.2. Functionality / Technical Evaluation

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum on each functional criterion 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 75 points out of 100 is required to be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80/20)

	Minimum Points	Maximum Points	Final Score
Company experience	30	40	
Civil Engineer and experience qualifications	15	20	
Electrical Engineer and Experience Qualification	15	20	
Resident Engineer	15	20	
Total Points	75	100	

Tendering Organisation: List of completed relevant projects

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 Points	N/A
2-3 Projects	30 points	Minimum
> 3 Projects	40 points	Maximum

The bidding entity must provide completion letters/contactable client reference letters for the listed projects.

Note: Relevant completed projects refer to Asphalt Rehabilitation for major roads (national roads, regional roads & metropolitan roads)

Key Personnel Experience and Professional Registration

Civil Engineer

List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.

Note: Relevant completed projects refer to Asphalt Rehabilitation for major roads (national roads, regional roads & metropolitan roads)

- *Civil Engineer to submit CV & proof of registration*

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 points	N/A
2-3 Projects	5 points	Minimum
> 3 Projects	10 points	Maximum

Professional Registration as Professional Engineer (Pr Eng) or Professional Technologist (Pr Tech). Provide proof of registration.

Criteria	Points	Minimum
No registration	0 points	N/A
Registered with ECSA as Pr Eng or Pr Tech	10 points	Minimum

Electrical Engineer

List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.

- *Electrical Engineer to submit CV & proof of registration*

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 points	N/A
2-3 Projects	5 points	Minimum
> 3 Projects	10 points	Maximum

Professional Registration as Professional Engineer (Pr Eng) or Professional Technologist (Pr Tech). Provide proof of registration.

Criteria	Points	Minimum
No registration	0 points	N/A
Registered with ECSA as Pr Eng or Pr Tech	10 points	Minimum

Site agent

List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.

Note: Relevant completed projects refer to Asphalt Rehabilitation for major roads (national roads, regional roads & metropolitan roads)

- *Site agent to submit CV & proof of qualification*

Criteria	Points	Minimum/ Maximum
< 2 Projects	0 points	N/A
2-3 Projects	5 points	Minimum
> 3 Projects	10 points	Maximum

Civil Engineering Qualification.

Criteria	Points	Minimum
Diploma	5 points	N/A
B-Tech/B.Sc./B.Eng.	10 points	Minimum

3.3. Price and 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 exists**, justifying an award to another bidder or ACSA splits the award or cancels the bid, etcetera.



See Section 4, Standard Bidding Document 6.2

4. SECTION 4. RETURNABLE DOCUMENTS AND FORMS

Mandatory Returnable documents

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

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>Priced offer as per Pricing Schedule contained in Section 5</i>	
<i>SBD 4 Bidder's Disclosure Form</i>	
<i>Non-Disclosure Agreement</i>	
<i>SBD 6.2 (Declaration for local content and production for PPPFA designated sectors)</i>	
4CE OR 4SB	

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]
<i>BEE Certificate or Sworn BEE Affidavit</i>	
<i>SARS Tax Compliance Status – CSD Unique Number (ACSA will not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>Names and identity numbers of Directors / Trustees / Members / Shareholders and Senior management – CSD Unique Number</i>	
<i>Declaration of Politically Exposed Persons in Section 4</i>	
<i>Verifiable Medical Certificate or Report as proof of disability</i>	

4.1 Validity of submitted information

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



ANNEXURE A

BIDDER'S DISCLOSURE AND POLITICALLY EXPOSED PERSONS DECLARATION FORM

Making a Declaration

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

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

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

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

4.2 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/ no PEP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.



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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

ANNEXURE B**SBD 4: BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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



--	--	--

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.



- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



ANNEXURE C

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable: or

b) The _____ preference point system will be applicable to this bid

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference.

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

	POINTS
PRICE	
PREFERENCE	
Total points for Price and Preference must not exceed	

1.5 Failure on the part of a bidder to submit proof of Preference supporting documents together with the bid, will be interpreted to mean that preference points are not claimed.

1.6 The 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.

2. DEFINITIONS

- (a) **B-BBEE** broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act
- (b) **Bid** a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of works, goods or services, through price quotations, advertised competitive bidding processes or proposals.
- (c) **BBBEE Act** Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (d) **EME** 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
- (e) **Functionality** the ability of a bidder to provide works, goods or services in accordance with specifications as set out in the bid documents.
- (f) **Prices** includes all applicable taxes less all unconditional discounts.
- (g) **Proof of B-BBEE status level of contributor** B-BBEE Status level certificate issued by an authorized body or person.
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice
Any other requirement prescribed in terms of the B-BBEE Act
- (h) **QSE** 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
- (i) **rand value** the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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 PREFERENCE

- 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 being in accordance with the table below:

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of Preference must complete the following:

6. PREFERENCE CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 Preference: . = (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 audited Shareholders Certificated, the BEE Scorecard, or Sworn BEE Affidavit.

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

SUBCONTRACTING

Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

If yes, indicate:

What percentage of the contract will be subcontracted _____ %

The name of the sub-contractor _____

The Preference of the sub-contractor _____

Whether the sub-contractor is an EME or QSE (Tick applicable box)

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



ANNEXURE D

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)



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

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

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

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

Description of services, works or goods

Stipulated minimum threshold

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

ANNEXURE E

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

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

IN RESPECT OF RFQ NO. _____

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

NB:

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdtic.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D.

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.**

Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and



- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



SECTION 5 PRICING SCHEDULE / FORM OF OFFER

Pricing schedule

BOQ ATTACHED

Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished in this bid submission is true and correct. I declare that I am duly authorised to act and sign on behalf of the bidding company. We further certify that we understand that where it is found that we have made a false declaration or statement in this RFQ submission, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this RFQ process.

Signature

Date

Position

Name of bidder