



TENDER DOCUMENT

FOR THE

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING
OF UNINTERRUPTED POWER SUPPLY UNITS AT CAPE
TOWN INTERNATIONAL AIRPORT**

Tender Reference Number: CIA6795/2022/RFP

JUNE 2022

Issued by

Airports Company South Africa
Cape Town International Airport

Note:

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

VOLUME 1

NAME OF TENDERER:

TENDERER'S DETAILS

1	NAME OF TENDERER (BIDDING ENTITY)	 (FULL NAME, i.e. CC, (Pty) Ltd, JV, SOLE PROPRIETOR)
2	TEL NUMBER	
3	FAX NUMBER	
4	EMAIL	
5	NAME OF CONTACT	
6	NATIONAL TREASURY CSD REGISTRATION NUMBER	MAAA
7	TENDER AMOUNT (VAT Incl) This should be the same as the C1.1 Offer and Acceptance in the Contract	



RFP Timelines

Bid Invitation	10TH JUNE 2022
Non-Compulsory Briefing Session	MICROSOFT TEAMS MEETING – Please send your e-mail address to: ctiatender.admin@airports.co.za and state the Tender reference number Briefing Session: 17TH JUNE 2022 @ 10h30
Enquiries closing Date and time	24TH JUNE 2022 @ 12h00
RFP submission closing Date and time	15th JULY 2022 @ 12h00

RFP for the Supply, Delivery, Installation and Commissioning of Uninterrupted Power Supply Units at Cape Town International

Airport CIA6795/2022/RFP

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T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOC Ltd invites tenders for

RFP for the Supply, Delivery, Installation and Commissioning of Uninterrupted Power Supply Units at Cape Town International

Only Tenderers that satisfy the eligibility criteria (as stated elsewhere in this document) can tender.

1. Briefing session

A **non-compulsory** briefing session with representatives of the Employer will take place electronically – invitations will be sent to willing parties.

Please send details to: ctiatender.admin@airports.co.za to indicate your willingness and availability to attend and/or receive an electronic brief.

Date for the non-compulsory session is **17th June 2022 @ 10h30**

2. Tender Documents

The tender documents will be available from the **10th June 2022** - electronic copies of the tender documents will be available for download on the ACSA (Airports Company South Africa) and E-TENDER website www.etender.gov.za during the same period. The initiative will also be advertised on the CIDB website - No hard copy bid documents will be issued by Airports Company South Africa

Tender documents may be downloaded from the ACSA Tender Portal/website as follows:

[Tender Bulletin \(airports.co.za\) - https://www.airports.co.za/business/tender-bulletin/current-and-future-tenders#](https://www.airports.co.za/business/tender-bulletin/current-and-future-tenders#)

3. Submission of bid documents

- a) The envelopes containing bid documents must be labelled as follows: the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close.
- b) The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder.
- c) 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 Bid documents.
- d) In addition to the hard copy submission – please e-mail an electronic copy to ctiatender.admin@airports.co.za – and please let us know that you have submitted using both methods.

The e-mail submission should be parcelled into 4MB/attachment

4. Closing Date

The closing time for receipt of tenders is (South African Time). Tenders must be placed inside the **Tender box**, which will be **15th July 2022 @ 12h00**

**TENDER BOX – Procurement Office
Ground Floor
Southern Office Block Building
Cape Town International Airport
Matroosfontein – Cape Town**

No telephonic or faxed tenders will be accepted. No late tenders will be accepted. Bidders to ensure that their names and contacts are reflected on the cover of the bid document.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

5. Enquiries and Contact Information

All enquiries are to be addressed to the e-mail address: ctiatender.admin@airports.co.za

6. Procurement Procedures

Open Tender with Competitive selection will be used.

7. Pre-Qualification Criteria

If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

To advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be accepted:

(a) a tenderer having a stipulated minimum B-BBEE status level 1 or level 2 or level 3;

A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.

Valid BBBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation.

A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.



In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.

8. Mandatory Administration Requirements

Bids that do not meet any one of the following requirements (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:

- Full completed and signed form of offer and acceptance (C1.1) (Found in the NEC3 contract document)
- Tenderers must complete and sign the declaration of interest form (SBD4)
- Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA
- Provide valid proof of CIDB grading level 4EP (Electrical Engineering Works - Infrastructure) or higher.

NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).

NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.

NB: The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)

NB: The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner (COIDA).

9. Evaluation

Bid submissions responsive to mandatory administrative requirement and prequalification will be evaluated using the Functionality, Price and Preference Method.

- a. ACSA will score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.
- b. No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the Tender data and summarised in the table below.
- c. Only tenderers scoring at least the minimum threshold points of 60 out of 100 for each criterion and sub criterion of functionality will be considered for further evaluation on Price and BBB-EE. They will be evaluated further in terms of the 80/20 preference points system described below.
 - i. Price and BBB-EE 80 / 20 preference points system)



The Bid will be scored using the 80:20 preferential points system with 80 reflecting Price and 20 reflecting BBB-EE recognition. ACSA will only accept valid BBB-EE certificates from SANAS or a sworn affidavit for EME's/QSE's.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
F.1	GENERAL
F.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA.
F.1.2	<p>The Bid documents issued by the Employer comprise:</p> <p>Part T1-Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender T1.2 Standard Conditions of Tender T1.3 Tender data T1.4 Evaluation procedure and criteria</p> <p>Part T2- Returnable documents</p> <p>T2.1 List of returnable documents T2.2 Bid Schedules (Included in T2.1)</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Insurance Schedule C1.4 Occupational Health and Safety Agreement C1.5 ACSA Terms and Conditions of Bid</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions C2.2 Activity Schedules</p> <p>Part C3: Scope of work</p> <p>C3 Scope of work</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p> <p>Part C5: Annexures</p> <p>Annexure A: Copy of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Annexure B: Copy of CIDB Standard for Developing Skills Through Infrastructure Contracts All Annexures – up to and including Annexure X</p>
F.1.4	<p>The Employer's SCM agent is: Name: Graham Mitchell</p> <p>The Employers contract owner is: Name: Vamile Ndzinisa/Kanyiso Somgqeza</p>

Clause Number	Tender Data
F.1.6	<ol style="list-style-type: none"> 1. ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties. 2. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the lowest priced or not. 3. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the highest scored (in terms of F.3.11) or not. 4. ACSA reserves the right to cancel this tender at any time. 5. A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract.
F.2	Tenderers Obligations
F.2.1	<p>Only those tenderers who satisfy the following Prequalification criteria and Mandatory Administrative Requirements are eligible to submit tenders:</p> <p style="text-align: center;">1. Pre-Qualification Criteria</p> <p>If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-</p> <p>Therefore - to advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be accepted:</p> <p>(a) tenderer having a stipulated minimum B-BBEE status level 1, level 2 or level 3;</p> <p>A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.</p> <p>Please note in the event of a joint venture (JV) a valid consolidated BBEE verification in the name of the JV shall be submitted.</p> <p>Valid BBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation.</p> <p>A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.</p> <p><i>In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress</i></p>

Clause Number	Tender Data
	<p><i>to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.</i></p> <p>Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.</p> <p>Valid BBBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation.</p> <p>A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.</p> <p><i>In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.</i></p> <p>2. Mandatory Administration Requirements</p> <p>Bids that do not meet any one of the following requirements (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:</p> <ul style="list-style-type: none"> • Signed form of offer and acceptance (C1.1) Found in the NEC3 contract document • Tenderers must complete and sign the declaration of interest form (SBD4) • Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA • Provide valid proof of CIDB grading level 4 EP or higher <p style="text-align: center;">NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).</p> <p style="text-align: center;">NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</p>
F.2.7	<p>The arrangements for a non-compulsory briefing session are as stated in the <i>Tender Notice and Invitation to Tender</i>.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be accepted only from those tendering entities appearing on the attendance list.</p>
F.2.13.3	<p>Each tender offer communicated on paper shall be submitted as an original plus one copy in separate and sealed envelopes as well as an electronic copy on a</p>

Clause Number	Tender Data
	memory stick. Please note we require an e-mailed copy of the bid in addition to the hard copy delivery. The e-mail can be sent in multiple segments/data packets with the maximum size of 4MB/attachment to avoid the electronic submission to be truncated.
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Please observe correct Sanitation protocols when delivering the hard copy Tender documents:</p> <p>Please remember to wear a face mask when entering any ACSA property – The Security will direct you for sanitization procedure before delivery</p> <p>Location of tender box: Tender Box – Ground Floor</p> <p>Physical address: Southern Office Block Building, Cape Town International Airport – Matroosfontein, Cape Town</p> <p>Identification details: Reference number, title, tenderer's name and contact details must be clearly written outside the package.</p>
F.2.13.6	<p>A two-envelope procedure will not be followed.</p> <p>Due to Covid SARS-Cov2 Protocol – there will be no public opening or public price reading.</p>
F.2.13.9	Telephonic, telegraphic, telex or facsimile tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	<p>The tender offer validity period is 84 working days</p> <p>ACSA reserves the right to request an extension if and when required.</p>
F.2.23	<p>The tenderer is required to submit with his tender.</p> <ol style="list-style-type: none"> a) Original or certified copy of a valid Tax Clearance Pin Certificate. b) Any certificates requested in T2 (The list of tender returnable documents) and; c) Copies of relevant documents as requested in other sections of this document. d) A final CSD report will be drawn and scrutinised to ensure that the highest point scoring respondent is Tax Compliant.

Clause Number	Tender Data
	<p>*The requirements of the Construction Industry Development Board Act and the Regulations may change from time to time and ACSA will be required to apply the version of the Construction Industry Development Board Act and Regulations applicable at the time of contract award. Tenderers should keep themselves updated on these requirements. Further information on the CIDB and CIDB registration can be found on the CIDB website www.cidb.org.za</p>
F.3	EMPLOYER'S UNDERTAKINGS
F.3.4	<p>The tender offers will be opened at the evaluation stage PS: Tender closing formalities at the ACSA offices in accordance with National Treasury Instruction No5 of 2020/2021.</p> <p>In the case where information is shared in respect of pricing and adhering to the POPIA Act it will only be shared with respondents to the bid as per the Bids Received Register only. (extract : ACT - POPIA) Refer POPIA Annexure</p> <p>RECOGNISING THAT—</p> <ul style="list-style-type: none"> • section 14 of the <u>Constitution of the Republic of South Africa</u>, 1996, provides that everyone has the right to privacy; • the right to privacy includes a right to protection against the unlawful collection, retention, dissemination and use of personal information; • the State must respect, protect, promote and fulfil the rights in the Bill of Rights;
F.3.11	<p>Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated.</p> <p>The method for evaluation of responsive tenders shall be Method 2: Pre-Qualification, Mandatory, Functionality, Price and Preference as described under this document.</p>

Functionality / Technical Evaluation

The evaluation process will be based on threshold criteria and will be as follows:

The functional / technical evaluation will be based on the above threshold, where bidders who fail to:

- Achieve the minimum points will not be considered further in the evaluation process.
- It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.
- The table above and sub criteria with their own minimums also apply.
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.
- The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.
- All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold	Bidders Self Score
		Sub criteria			
COMPANY EXPERIENCE	20	Portfolio of Evidence	20	15	
REFERENCES	20		20	10	
HUMAN RESOURCES		SKILLED STAFF :			
Supervisor	30	Experience	10	6	
		Qualification	10	6	
		Supervisory Experience	10	6	
Technician	20	Experience	10	6	
		Qualification	10	6	
Qualified Electrician	10	Qualification	10	5	
SCORE			100	60	

Criteria Description	Minimum Threshold	Weight	Bidders Self Score																
<p>1. Experience Proven experience in Installation and Commissioning of UPS</p> <ul style="list-style-type: none"> • 3 Projects/Sites 10 • >3 Projects/Sites 15 • > 5 Projects/Sites 20 <p>Proven experience must be demonstrated by means of list of projects and high-level detailed scope, Purchase orders, Tender awards</p>	15	20																	
<p>2. References Contactable reference's for where works was executed.</p> <ul style="list-style-type: none"> • 3 Referees 10 • >3 Referees 20 <p>Contactable references must include site where project was done, this must include telephone or cell phone numbers, email address and contact names</p>	10	20																	
<p>3. Supervisor</p> <p>a. Relevant Experience (<i>project details and reference to be supplied</i>) in YEARS</p> <table border="1" data-bbox="289 1108 698 1182"> <tr> <td style="background-color: #ffff00;">>5</td> <td style="background-color: #ffff00;">2 - 5</td> <td style="background-color: #ffff00;"><3</td> </tr> <tr> <td>10</td> <td>6</td> <td>0</td> </tr> </table> <p>b. Relevant Education (<i>certified qualification certificate to be provided</i>)</p> <table border="1" data-bbox="293 1274 600 1348"> <tr> <td style="background-color: #ffff00;">N4 Elec></td> <td style="background-color: #ffff00;">N4 Electrical</td> </tr> <tr> <td>10</td> <td>6</td> </tr> </table> <p>c. Supervisory Experience (<i>project details and reference to be supplied</i>)</p> <table border="1" data-bbox="289 1440 698 1514"> <tr> <td style="background-color: #ffff00;">>2</td> <td style="background-color: #ffff00;">1 - 2</td> <td style="background-color: #ffff00;"><1</td> </tr> <tr> <td>10</td> <td>6</td> <td>0</td> </tr> </table>	>5	2 - 5	<3	10	6	0	N4 Elec>	N4 Electrical	10	6	>2	1 - 2	<1	10	6	0	<p>6</p> <p>6</p> <p>6</p>	30	
>5	2 - 5	<3																	
10	6	0																	
N4 Elec>	N4 Electrical																		
10	6																		
>2	1 - 2	<1																	
10	6	0																	

<p>4. Technician</p> <p>a. Relevant Experience (<i>project details and reference to be supplied</i>) in YEARS</p> <table border="1" data-bbox="289 436 696 506"> <tr> <td>>5</td> <td>3 - 5</td> <td><3</td> </tr> <tr> <td>10</td> <td>6</td> <td>1</td> </tr> </table> <p>b. Relevant Education (<i>certified qualification certificate to be provided</i>)</p> <table border="1" data-bbox="293 600 724 709"> <tr> <td>National Diploma Elec></td> <td>N6/National Diploma Elec</td> <td>>N5 Elec</td> </tr> <tr> <td>10</td> <td>6</td> <td>1</td> </tr> </table>	>5	3 - 5	<3	10	6	1	National Diploma Elec>	N6/National Diploma Elec	>N5 Elec	10	6	1	<p>6</p> <p>6</p>	<p>20</p>	
>5	3 - 5	<3													
10	6	1													
National Diploma Elec>	N6/National Diploma Elec	>N5 Elec													
10	6	1													
<p>5. Qualified Electrician</p> <p>a. Relevant Education (<i>Valid Certificate to be submitted</i>)</p> <table border="1" data-bbox="293 1188 724 1262"> <tr> <td>Higher</td> <td>N3 Elec</td> <td><N3/Matric</td> </tr> <tr> <td>10</td> <td>5</td> <td>0</td> </tr> </table>	Higher	N3 Elec	<N3/Matric	10	5	0	<p>5</p>	<p>10</p>							
Higher	N3 Elec	<N3/Matric													
10	5	0													
<p>Total</p>	<p>60</p>	<p>100</p>													

Functionality hurdle breakdown (all qualifications must be SAQA accredited)

Bidders are to list the relevant experience, in terms of undertaking prior works relevant

Qualifications

- All foreign and technical qualifications provided must be South African Qualifications Authority or CETA/SETA-approved/accredited
- The bidder is to indicate the organogram for human resources to be committed to the execution of this contract

NB: All minimum threshold per resource must be met to be evaluated further

Certificates of Completion and or signed Client Reference Letters with proof of Contract Values or Proof of Contract Values of Previous Projects Completed must be attached on **Returnable Document**

NB SCORING NOTES

Reference letter of the Bidding entity/entities must have the following as a minimum.

- 1) ***Referee Company letter head.***
- 2) ***The order number or contract reference number.***
- 3) ***The description of works performed by the bidder.***
- 4) ***The value of the works performed by the bidder.***
- 5) ***The start and end date of the works performed by the bidder, in the format Month and Year.***
- 6) ***N.B All this information in the bidders' reference letter must support information populated in forms.***

Clause Number	Tender Data
F.3.13	<p>a) In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ol style="list-style-type: none"> i. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. ii. the tenderer has not abused the Employer's supply chain management system; and iii. the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. iv. The Employer/ may also request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. <p>b) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.</p> <p>c) The bid documents shall be submitted as a whole and shall not be taken apart unless the tenderer is instructed to do so in the bid documents.</p> <p>d) The list of returnable documents (PART T2) must be completed in full. (A tenderer's company profile will not be used by ACSA to complete PART T2 on behalf of the tenderer).</p> <p>If PART T2 is not completed in full by the tenderer, his offer may be rejected.</p>
F.3.17	The number of paper copies of the signed contract to be provided by the employer is two.

Clause Number	Tender Data

T2.1 List of Returnable Documents

Part 1 Returnable Schedules required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C2.2 Activity Schedule		
Certificate of attendance of non-compulsory briefing session		
Certificate of Authority to Sign Tender		
Certificate of Authority of Joint Ventures (where applicable)		
Record of Addenda to Tender Documents		
Proposed Amendments and Qualifications		
Schedule of the Tenderer's Experience and References		
Schedule of key personnel's details		
Bid specific Organogram		
Schedule of key personnel's details including their CV's and qualifications		
Maintenance Methodology		
Pre-bid Subcontracting agreement		
CIDB proof of registration		
Proposed Subcontractors (Where applicable)		
Enterprise Questionnaire		
Declaration of interest (SBD 4)		
Preference points claim (SBD 6.1)		
Local Content (SBD 6.2)		
Bidders past supply chain management practices (SBD 8)		
Certificate of Independent bid determination (SBD 9)		

Part 2 Other documents required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
SARS Tax Clearance Pin Certificate		
Broad Based Black Economic Empowerment (BBB-EE) verification certificate		
Letter of Good Standing with the Workers Compensation Commissioner		
Proof of Registration to the Central Supplier Database (CSD)		

Part 3 Returnable Schedules that will be incorporated into the contract.

DOCUMENTS SUBMITTED	YES	NO
Proposed Amendments and Qualifications		
Schedule of Tools and Special Equipment (C3 Annex E)		
Contract start-up proposal (C3 Annex F)		
Suggested Maintenance Programme (C3 Annex H)		
Suggested Stores, Environmental and safety management proposal (C3 Annex I)		
Resource proposal (C3 Annex G)		
Form C10. Occupational Health and Safety Questionnaire		
Form C11: Schedule of Information to be provided by Tenderer		
Form C12: Proposed Amendments and Qualifications		
Form C13: Confidentiality and Non-Disclosure Agreement		
Form C14: POPIA Annexure		

Part 4 Other documents that will be incorporated into THE CONTRACT

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C1.2 Contract Data as per the NEC3 Term Service Contract (April 2013)		
C2.1 Pricing Instructions		
C2.2 Price List (including the Activity Schedule)		
C3 Service Information – including All Annexes		

T2.2 Returnable Documents Content

Part 1 Returnable Schedules required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C2.2 Activity Schedule		
Certificate of attendance of non-compulsory briefing session		
Certificate of Authority to Sign Tender		
Certificate of Authority of Joint Ventures (where applicable)		
Record of Addenda to Tender Documents		
Proposed Amendments and Qualifications		
Schedule of the Tenderer's Experience and References		
Schedule of key personnel's details		
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Schedule of key personnel's details including their CV's and qualifications		
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Pre-bid Subcontracting agreement		
CIDB proof of registration		
Proposed Subcontractors (Where applicable)		
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Declaration of interest (SBD 4)		
Preference points claim (SBD 6.1)		
Local Content (SBD 6.2)		
Bidders past supply chain management practices (SBD 8)		
Certificate of Independent bid determination (SBD 9)		

Part 2 Other documents required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
SARS Tax Clearance Pin Certificate		
Broad Based Black Economic Empowerment (BBB-EE) verification certificate		
Letter of Good Standing with the Workers Compensation Commissioner		

Proof of Registration to the Central Supplier Database (CSD)		
--	--	--

Part 3 Returnable Schedules that will be incorporated into the contract.

DOCUMENTS SUBMITTED	YES	NO
Proposed Amendments and Qualifications		
Schedule of Tools and Special Equipment (C3 Annex E)		
Contract start-up proposal (C3 Annex F)		
Suggested Maintenance Programme (C3 Annex H)		
Suggested Stores, Environmental and safety management proposal (C3 Annex I)		
Resource proposal (C3 Annex G)		
Form C10. Occupational Health and Safety Questionnaire		
Form C11: Schedule of Information to be provided by Tenderer		
Form C12: Proposed Amendments and Qualifications		
Form C13: Confidentiality and Non-Disclosure Agreement		
Form C14 POPIA Annexure		

Part 4 Other documents that will be incorporated into THE CONTRACT

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C1.2 Contract Data as per the NEC3 Term Service Contract (April 2013)		
C2.1 Pricing Instructions		
C2.2 Price List (including the Activity Schedule)		
C3 Service Information – including All Annexes		

FORM A 1. CERTIFICATE OF AUTHORITY TO SIGN TENDER

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested.

An example is shown below:

"By resolution of the board of directors taken on 20____ Mr/Ms_____ has been duly authorized to sign all documents in connection with this tender for

RFP for the Supply, Delivery, Installation and Commissioning of Uninterrupted Power Supply Units at Cape Town International

Airport CIA6795/2022/RFP

and any contract which may arise therefrom on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date: Signatory of Authority:

Witnesses:

Signature

Signature

Name

Name

Signed		Date	
Name		Position	
Tenderer			

FORM A 2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by Joint Ventures in addition to Form A3 for each JV member.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

FORM A 3. Joint Venture Agreement

(Bidder to attach agreement/Memorandum of Understanding between the party/s.)

Indicate the type of tendering structure by marking with an X where applicable:

Unincorporated Joint Venture (registration number for each member of the JV)	
Incorporated JV	

Please complete the following:

Name of lead partner/member of JV	
CIPC Registration Number Please submit as <ul style="list-style-type: none"> • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities 	
VAT Registration number Please submit as <ul style="list-style-type: none"> • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities 	
CIDB Registration number Please submit as <ul style="list-style-type: none"> • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities 	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members)	
BBBEE Certificate: Please submit as <ul style="list-style-type: none"> • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities 	
CSD Report: Please submit as <ul style="list-style-type: none"> • Incorporated: Registered on CSD as the JV entity • Unincorporated: Individual Entities 	
Letter of Good Standing: Please submit as <ul style="list-style-type: none"> • Individual entities 	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	
Physical Address (also each member of the JV)	

FORM A 4. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM A 5. PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM A 6. SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE).

• **Make as many copies of this page as YOU require to fill in.**

- *In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

The following is a statement of work i.e.

RFP for the Supply, Delivery, Installation and Commissioning of Uninterrupted Power Supply Units at Cape Town International Airport CIA6795/2022/RFP

or similar works stated in the functionality evaluation requirement - etc

*Each line to be supported by referral letter with specific details as populated below. If start and end date are not there in the format required, the project experience will be disregarded by the bid evaluation committee.

	Employer/Company, Contact Person and Telephone Number.	Description of Contract (Works which the bidder performed)	Value of Work which the bidder performed inclusive of VAT (Rand)	Duration – (N.B <u>Start and End dates</u> written in a format of Month and Year)
1.				
2.				
3.				
4.				
5.				

Note: When completing the above schedule, Tenderers must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F.3.11

Signed		Date	
Name		Position	
Tenderer			

BIDDING ENTITY/ENTITIES' REFERENCE LETTERS

- Insert Bidding entity or entities' reference letter in support of the information provided in **Form A 7 {SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE)}**.
- In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.
- Reference letter of the Bidding entity/entities must have the following as a minimum: -
 1. Reference Company letter head.
 2. The order number or contract reference number.
 3. The description of works performed by the bidder.
 4. The value of the works performed by the bidder.
 5. The start and end date of the works performed by the bidder, in the format Month and Year.

N.B All this information in the bidders' reference letter must support information populated in form A 9.

FORM A 7. SCHEDULE OF THE TENDERER'S CURRENT COMMITMENTS

- *Make as many copies of this page as YOU require to fill in.*
- *In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

	Employer, Contact Person and Telephone Number.	Description of Contract	Value of Work inclusive of VAT (Rand)	Duration (Start and End dates)
1.				
2.				
3.				
4.				

Signed		Date	
Name		Position	
Tenderer			

FORM A 8. SCHEDULE OF KEY PERSONNEL'S DETAILS**1. Supervisor**

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	Other Qualification	

SCHEDULE OF KEY PERSONNEL'S DETAILS**2. Technician**

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	Other Qualification	

SCHEDULE OF KEY PERSONNEL'S DETAILS**3. Electrician**

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	Other Qualification	

FORM A 9. SCHEDULE OF KEY PERSONNEL'S EXPERIENCE

1. Supervisor

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

**SCHEDULE OF KEY PERSONNEL'S EXPERIENCE
FORM A 10. 2. Technician**

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S EXPERIENCE

FORM A 11. 3. Qualified Electrician

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S DETAILS INCLUDING THEIR CV'S AND QUALIFICATIONS

Note: Attach copy of resource's most recent and updated CVs and qualification in this section, the information contained on the CVs will be used in the evaluation of the tender. Please ensure that you supply relevant information for interrogation by the TPEC (Tender Preparation and Evaluation Committee)

FORM A 12. MAINTENANANCE METHODOLOGY

- **Insert Methodology Statement**

FORM A 13. PRE-BID SUBCONTRACTING AGREEMENT (if applicable)

Please note sub-Contracting requirements as per PPPFA Act and CIDB requirements

FORM A 14. BID SPECIFIC ORGANOGRAM TO THIS TENDER

Insert the Organogram here – Be specific to the onsite TEAM deployment.

FORM A 15. CIDB - CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderer to insert proof of a valid CIDB grading.

Note: CIDB of the lead Partner in a JV must be equivalent to or higher than the Grading required by this Bid.

FORM A 17. SCHEDULE OF PROPOSED SUB-CONTRACTORS (if applicable)

We notify you that it is our intention to employ the following Sub-contractors for work in this contract to a **minimum of 30%** of the awarded scope.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

By agreeing to this, you also agree to the independent vetting and evaluation of your appointed sub-contractor(s) by the TPEC responsible for this Tender

	Name and address of proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor.
1.			
2.			
3.			
4.			
5.			

FORM A 18. ENTERPRISE QUESTIONNAIRE

The following pertains to the Tenderer. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*, Identity number*, Personal income tax number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

1. Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder

2. Name of institution, public office, board or organ of state and position held

3. Current or within last 12 months?

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

1. Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder

2. Name of institution, public office, board or organ of state and position held

3. Current or within last 12 months?

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order.
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the service information that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

FORM A 19. BBEE VERIFICATION CERTIFICATE

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

The Preferential Procurement Regulations section 12 (3) 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.

FORM A 20. TAX CLEARANCE PIN CERTIFICATE

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

**FORM A 21. LETTER OF GOOD STANDING WITH THE WORKERS COMPENSATION
COMMISSIONER (COIDA)**

Tenderer to insert proof of a valid Letter of Good Standing (Letter of Good Standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA)

FORM A 22. CSD – CENTRAL SUPPLIER DATABASE

Please insert valid and current print-out here

SBD4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

(e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

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

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1 If so, furnish particulars.
.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:
.....
.....
.....

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

Table with 4 columns: Full Name, Identity Number, Personal Income Tax Reference Number, State Employee Number / Persal Number. The table contains 7 empty rows for data entry.

4 DECLARATIONS

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

(b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1)

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result

of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

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

Introduction

In terms of the Preferential Procurement Policy Framework Act, 5 of 2000 (PPPFA) and the regulations thereto, bids in respect of goods, services or works that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local content and production will be considered. This tender falls within a designated sector and ACSA is therefore required to stipulate the minimum threshold for local production and content. The minimum threshold for local content and production for this tender is 100% of the bid price. Any bidder who fails to meet the minimum threshold for local production and content will be disqualified from the process. To this end, bidders must complete a declaration certificate for local content and production (SBD 6.2) which is Annexure ... of this tender document. Failure to return a completed SBD 6.2 form will make a bidder liable for disqualification.

1. Calculation of local content and production

Local content means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place. Imported content means the portion of the bid price represented by the cost the cost of components, parts or materials which have been or are still imported (whether by the supplier or its sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry. The South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x will be used to calculate local content. The formula to be used to calculate local content is as follows:

$$LC = 1 \left(\frac{x}{y} \right) \times 100$$

Where:

X represents imported content

Y represents bid price excluding value added tax

Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

Declaration certificate for local production and content (SBD 6.2)

This Standard Bidding Document (SBD) must form part of all invited bids. 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, 2011 and the SABS approved technical specification number SATS 1286:201x.

2. General Conditions

- 2.1 Preferential Procurement Regulations, 2011 (Regulation 9(1) and 9(3) make provision for the promotion of local production and content.
- 2.2 Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, for bids referred to in paragraphs 2.4.2, 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.
- 2.4 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.
- 2.5 A bid will be disqualified if:
 - The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 2.6 below; and
 - The completed SBD 6.2 form together with its declaration, is not submitted as part of the bid documentation.

3. Definitions

- 3.1 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by ACSA for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 3.2 "Bid Price" price offered by the bidder, excluding value added tax (VAT);
- 3.3 "Contract" means the agreement that results from the acceptance of a bid by an ACSA;
- 3.4 "Designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or

locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 3.5 “Duly Sign” means a Declaration Certificate for Local Content that has been signed by the 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).
- 3.6 “Imported Content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 3.7 “Local Content” means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 3.8 “Stipulated Minimum Threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 “Sub-Contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

4. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of service, works or goods</u>	<u>Stipulated minimum threshold</u>	
UPS Units	100	%
Parts		
Labor		

6.1 Does any portion of the services, works or goods offered have any imported content? YES/NO

If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 3 above must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

The rate(s) of exchange against the appropriate currency is as follows:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

LOCAL CONTENT DECLARATION BY CHIEF FINACIAL 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: (Airports Company South Africa SOC Ltd):

NB: 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 2.3 above and the following figures:

Bid price, excluding VAT (y)	R...
Imported content (x)	R...
Stipulated minimum threshold for Local content (paragraph 2.6 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Airports Company South Africa SOC Ltd has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Airports Company South Africa SOC Ltd imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<p>WITNESSES</p> <p>3.</p> <p>4.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p>
--

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a 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. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

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.

6. 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.
7. 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.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

SCOPE OF WORK

Scope Overview

The contractor is to supply, deliver, install, and commission the below UPS at CTIA:

Description	Quantity	Replace/Consolidate
3PH/3PH 60 KW Modular	2	Consolidate
3PH/3PH 120 KW Modular	1	Replace
3PH/3PH 40 KW Modular	1	Consolidate
3PH/3PH 40 KVA	1	Replace
3PH/3PH 80 KW Modular	1	Consolidate
1PH/1PH 3 KVA	15	Replace

All UPS supplied are to comply with below specification:

- Installed with mechanical maintenance bypass.
- Events log and measurements.
- Installed with SNMP card.
- All UPS units supplied should not have a power factor less than 0.95
- 15 minutes back-up at full load.
- 2 years warranties on the UPS units.
- 5 years lifespan on batteries with 2 years warranty.
- Batteries should be Lithium.
- UPS must have static bypass.
- All UPS to be online Units.

Furthermore, the contractor is to:

- Decommission and remove from site to an ACSA preferred site all the UPS units that need to be replaced.
- Dispose all old batteries decommissioned using a reputable service provider and issue disposal certificate to ACSA.
- To perform all decommissioning and removal of replaced UPS units at night outside CTIA business operations in order not to interrupt airport operations.
- To perform all installation and commissioning of new supplied UPS units at night outside CTIA business operations in order that airport operations are not interrupted.
- Redesign circuit in order to consolidate old UPS within same proximity with new supplied UPS and issue valid COC for the changes.
- Conduct load testing of all UPS Installed.
- Provide commissioning Report.

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> • Periodical work area inspection • Regular Health and Safety meetings with personnel 		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> • When joining the company • When changing jobs within the company • When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	<ul style="list-style-type: none"> • First line supervisors 		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		
	When is this done and how is it achieved?		
2.4	Does this training include the selection, use and care of personal protective equipment?		

2.5	What refresher training is provided and at what intervals?		
	Please list examples		
	<u>Course Title</u>	<u>Target audience</u>	<u>Interval</u>
2.6	Has the person(s) allocated as your SHE advisor followed specific, SHE training?		
	Please list most recent courses		
	Does this include refresher training?		
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES	YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?		
	Please describe		
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?		
	Please give examples of plant /equipment covered		
3.3	Is there record of inspection?		
	Where is it kept?		
	Are you able to supply copies of these inspection records if required?		
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?		
3.5	Do you evaluate the SHE competence of all sub-contractors?		
	Please describe how this is achieved and how the results are monitored		
4.	SHE INSPECTIONS	YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		

5.3	Do you have experience of project SHE plans? Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified? <ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed? Please list the time frame e.g. years		
6.4	For what processes/risk is personal protective equipment issued?		
	<u>Process/Risk</u>	<u>Type of PPE</u>	
	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies? Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment? In all cases Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO

Form C11: Schedule of Information to be provided by Tenderer

1. Company details:

Registered Address:
 Contact Person:
 Telephone:
 Fax:

2. Shareholders

Names/Percentages of holdings:

3. Bankers

Name of Account Holder:
 Bank:
 Branch:
 Account Number:
 Bank and branch contact details:

4. Turnover

Approximate turnover for each of the past three years:

2016:

2017:

2018:

5. Management and Manpower Resources

Supervisors:

Labourers:

Other:

Name of Supervisor to be allocated to this contract:

6. Construction Equipment (Value in R)

Equipment owned by Company:

Own workshop/stores (location):

Signed		Date	
Name		Position	
Tenderer			

Form C12: Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause item or	Proposal

Signed		Date	
Name		Position	
Tenderer			

Form C13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Riverwoods Office Park

24 Johnson Road

Bedforview

Johannesburg

AND

Registration No: _____

" _____ "

of

ADDRESS:

1. **INTERPRETATION**

In this agreement -

1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -

1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;

- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. **USE OF CONFIDENTIAL INFORMATION**

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

5.1 **The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement**

and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as “Confidential”.

5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –

5.2.1 where copies of the confidential Information are held;

5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and

5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. THE USE OF THE COMPANY’S INTELLECTUAL PROPERTY

6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the “**Company IP**”) for any reason whatsoever without first obtaining the Company’s prior written consent which consent the Company shall be entitled to grant solely at its own discretion.

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company’s policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party’s annual turnover in the financial year in which the aforesaid failure occurred.

7. DURATION

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **2** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of

competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicile to any other address which is not a post office box or poste restante.

11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

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

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ **on** _____ **day of** _____ **2022**

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 2022

NAME OF BIDDER:

the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

Form C14: POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company’s prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company’s choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THIS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.

FOR SERVICE PROVIDER

THIS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2022



NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between Airports Company South Africa SOC LIMITED
Applicable at Cape Town International Airport
 (Reg No. 1993/0041449/30)

and

for Supply, Deliver, Install and Commission Uninterruptible Power Supply Units

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Documentation prepared by: Kanyiso Somgqeza

VOLUME 2

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of:

Supply, Deliver, Install and Commission Uninterruptible Power Supply Units for a Period of 1 year

The tenderer, identified in the signature block below, having examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R

This Offer may be accepted by the Employer by signing the form of Acceptance overleaf and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the

(Insert name and address of organisation)

tenderer:

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an Agreement between the Employer and the tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the

(Insert name and address of organisation)

Employer

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

a) For the tenderer:

b) For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

Name & signature of witness

Date

.....

.....

.....

(Insert name and address of organisation)

.....

.....

.....

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is :	Airports Company South Africa SOC Limited (reg no: 1993/004149/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Private Bag X9002 ACSA Southern Office Block Cape Town International Airport 7525
	Tel No.	021 937 1200
	Fax No.	
	E-mail address	Kanyiso.somgqeza@airports.co.za
11.2(11)	The <i>works</i> are	Supply, Deliver, Install and Commission Uninterruptible Power Supply Units for a Period of 1 year
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Cape Town International Airport
30.1	The <i>starting date</i> is.	Date contract signed
11.2(2)	The <i>completion date</i> is.	12 months after signing contract.
13.2	The <i>period for reply</i> is	3 days
40	The <i>defects date</i> is	104 weeks after Completion
41.3	The <i>defect correction period</i> is	3 days
50.1	The <i>assessment day</i> is the	25th of each month.
50.5	The <i>delay damages</i> are	R3000 per day
50.6	The retention is	5%
51.2	The interest rate on late payment is	0%

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	R0
82.1	The <i>Employer</i> provides this insurance	R0
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R0 (Zero Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator.
	Address	Johannesburg, South Africa.
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council..
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town or Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005)¹ and the following additional conditions:

Z **The *Additional conditions of Z9 – Z19 contract* are**

Additional Z Clauses

Z9 **Joint and several liability**

Z9.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z9.2 The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

Z9.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z10 **Ethics**

Z10.1 The *Contractor* undertakes:

Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 **Confidentiality**

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z11.3 This undertaking shall not apply to –

¹ Can be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 (see www.ecs.co.za) or SAICE.

Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 Liens and Encumbrances

Z13.1 The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z14 Intellectual Property

Z14.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z14.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP

Z14.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:

Z14.5.1 the *Contractor’s* design, manufacture, construction or execution of the Works

Z14.5.2 the use of the *Contractor’s* Equipment, or

Z14.5.3 the proper use of the Works.

Z14.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below

The Parties appoint the *Adjudicator* under the NEC3 Adjudicator’s Contract, April 2013

Panel of Adjudicators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z15.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Arbitrator* listed in the Panel of *Arbitrators* below

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z18 Communication

Z18.1 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 Delegation

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:

Z19.1 As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

Data provided by the Contractor (the Contractor's Offer)

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address
63.2	The percentage for overheads and profit added to the Defined Cost for people is 10%
63.2	The percentage for overheads and profit added to other Defined Cost is 10%
11.2(9)	The Price List is in the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

Variations in the scope and extent of the work shall be allowed to meet the Service Manager's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.

All provisional sums and contingency amounts shall be expended as directed by the Service Manager and any balance remaining shall be deducted from the amount of the contract sum.

All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Service Manager.

The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

C3: Scope of Work

C3.1 Works Information

The contractor will be responsible for the Supply, Deliver, Install and Commission Uninterruptible Power Supply Units at Cape Town International Airport.

The appointed service provider will be fully responsible for meeting all requirements regarding the Works. For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations.

1. Description of the works

The contractor is to supply, deliver, install, and commission the below UPS at CTIA:

Description	Quantity	Replace/Consolidate
3PH/3PH 60 KW Modular	2	Consolidate
3PH/3PH 120 KW Modular	1	Replace
3PH/3PH 40 KW Modular	1	Consolidate
3PH/3PH 40 KVA	1	Replace
3PH/3PH 80 KW Modular	1	Consolidate
1PH/1PH 3 KVA	15	Replace

All UPS supplied are to comply with below specification:

- Installed with mechanical maintenance bypass.
- Events log and measurements.
- Installed with SNMP card.
- All UPS units supplied should not have a power factor less than 0.95
- 15 minutes back-up at full load.
- 2 years warranties on the UPS units.
- 5 years lifespan on batteries with 2 years warranty.
- Batteries should be Lithium.
- UPS must have static bypass.
- All UPS to be online Units.

Furthermore, the contractor is to:

- Decommission and remove 34 UPS units from site to an ACSA preferred site for all the UPS units that need to be replaced as per below:

Item	UPS	UPS Location
1	10kVA UPS	CPT - SITA Offices 1st Floor 1st Floor
2	10kVA UPS	CPT - SITA Offices 1st Floor 1st Floor
3	10kVA UPS	CPT - SITA Offices 1st Floor 1st Floor
4	10kVA UPS	CPT - SITA Offices 1st Floor 1st Floor
5	20kVA Newave Powervalue	S1 UPS Room CUTE UPS South Terminal C
6	20kVA Powerscale	S2 UPS Room CUTE UPS South Terminal C
7	15kVA Newave Powervalue	S3 UPS Room CUTE UPS South Terminal C
8	15kVA Newave Powervalue	UPS Room South 1st Floor Terminal C CTB

Health and Safety requirements	Latest	X
Environmental requirements	Latest	X
Site regulations and access control	Latest	X
<u>Technical specifications:</u>		
SANS 10142-1	Latest	X

4. Constraints on how the Contractor Provides the Works

4.1 Meetings

The Contractor will be expected to attend meetings relating to project, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate interval	time & Location	Attendance by:
Risk register and compensation events	Monthly on last Thursday of every month at 14H00	Power and lighting offices	Employer and Contractor.
Overall contract progress and feedback	Bi-Monthly Tuesday at 14H00	Power and lighting offices	Employer and Contractor

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

4.2 Use of standard forms

All NEC standard forms documents are applicable

4.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

Within 7 days after work completion, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:

- amount due in respect of VAT;
- the Service Provider's VAT registration number;
- such additional information and/or documentation as the Company may reasonably require from time to time;

Payment will take place within 30 (Thirty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

Within one week of receiving a payment certificate from the Service Manager in terms of core clause 51.1, the Contractor provides the Employer with a tax invoice showing the amount due for payment equal to that stated in the Service Manager's payment certificate.

The Contractor shall address the tax invoice to

Employee Name: _____

and include on each invoice the following information:

Name and address of the Contractor and the Service Manager;

The contract number and title;

Contractor's VAT registration number;

The Employer's VAT registration number 4930138393;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

Electronic payments

The Contractor should arrange with ACSA's finance department for making all payments electronically

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

4.4 Records of Defined Cost

Daily records

The Contractor shall keep accurate daily records of staff attendance, project work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

The Contractor shall keep in a safe place every statutory certification record book detailing inspection and test, commissioning, examination, and any related incidents.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. Testing and commissioning
2. UPS Manuel
3. project plan for the next month
4. Battery disposal certificate
5. Assets register up to date including equipment data
6. CoC certificate

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

All monthly record sheets, job cards, history reports etc will remain as ACSA property and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these monthly record sheets to ACSA Service Manager not later than the 7th day of every month. **Failure to submit the monthly record sheets will result to any monies due to the contractor being held and low service damages initiated. Reoccurrence of this nature may lead to an immediate cancellation of the contract.**

Format of communications

All documents will all be in a format as agreed with the Service Manager.

Incidents and Events Reports

The contractor shall conduct RCA (root cause analysis) for incidents and events encountered on the infrastructure and submit a detail technical incident report within 48hrs

4.5 BBBEE and preferencing scheme

NOT APPLICABLE

4.6 Facilities to be provided by the Contractor

NOT APPLICABLE

4.7 Title to material from excavation and demolition

NOT APPLICABLE

4.8 Design by the Contractor

The contractor is to provide Employer all designs with changes done onsite. The contractor design is to comply with SANS 10142-1 and issue CoC where applicable.

5. Requirements for the programme

The contractor is to issue employer project program with timelines. The Contractor's plan for the service will informs both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the Equipment the contractor intends to use.

6. Services and other things provided by the Employer

The Contractor shall provide everything else necessary for Providing the Service.

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

The contractor access is limited to areas as prescribed by the employer.

2. Ground conditions in areas affected by work in this contract

Not Applicable

3. Hidden and other services within the *site*

Not Applicable

4. Details of existing buildings / facilities which *Contractor* is required to work on

The contractor is to conduct works in Electrical Substations, wire centres, LV rooms, UPS rooms etc. around CTIA Parkades and Terminals buildings.