

BID DOCUMENT

FOR

CONTRACTOR APPOINTMENT FOR OPERATION AND MAINTENANCE OF WASTE WATER TREATMENT PLANT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AT KING SHAKA INTERNATIONAL AIRPORT.

Bid Reference Number: KSIA7063/2023 /RFP

APRIL 2023

Issued by
Airports Company South Africa
___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 BIDDER:

Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)

BIDDER'S DETAILS

1.	NAME OF BIDDER (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	

Tel +27 11 723 1400 Fax +27 11 453 9354
 Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
 P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)

Contents	
The BID	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	ACSA Service Level Agreement
C2.3	Bills of Quantities
Part C3: Scope of Work	
Part C4: Site information	
Part C5: Annexures	

Tel +27 11 723 1400 Fax +27 11 453 9354
 Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
 P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)



T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Operation and Maintenance of Wastewater Treatment Plant at King Shaka International Airport for a period of Twenty-Four (24) months.

Only tenderers who are a CIDB contractor grading of 5ME or higher as stated on the Tender Data may submit tender offers.

Only tenderers who CIDB contractor grading of 5ME or higher are eligible to submit tenders. (Refer to Tender data)

Tender Document Availability

Tender document are available from 28 April 2023 for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders> Kindly print and complete.

Queries relating to the issue of these documents may be addressed to Mr Johnson Mji Tel no. **071 600 3793**, E-mail address: Procurement3.KSIA@airports.co.za

Closing date for enquiries is 19 May 2023 by **close of business day**.

Compulsory Briefing Session

A compulsory clarification meeting with representatives of the Employer will take place at Microsoft Teams on 5 May 2023 starting at 11 AM. Please join via the link below:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting	ID:	324	286	514	761
---------	-----	-----	-----	-----	-----

Passcode: VRTGLq

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+27 21 834 0841,755005675#](#) South Africa, Cape Town

Phone Conference ID: 755 005 675#

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



[Learn More](#) | [Meeting options](#) | [Legal](#)



Non-Compulsory Site Inspection

A Non-compulsory site meeting with representatives of the Employer will take place at

Airports Company South Africa SOC Ltd, King Shaka International Airport, La Mercy, MSO Building (Multistorey Office), Ground Floor, Reception, near Pickup zone on 8 May 2023 starting at 10 AM

Please Park at Shaded parking for a free of charge parking. Please also bring your PPE as well as your original identity document for permit purposes

Closing Date

The closing time for receipt of tenders is 30 May 2023 at 11 AM (South African Time). Tenders must be placed inside the Tender Box at the Airport situated at Airports Company South Africa SOC Ltd, King Shaka International Airport, La Mercy, MSO Building (Multistorey Office), Ground Floor, Reception, near Pickup zone, outside Terminal Building.

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not 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.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (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
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Returnable Document</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2: Pricing Schedule</p> <p>C2.1 Pricing instructions</p> <p>C2.2 ACSA Service Level Agreement</p> <p>C2.3 Bills of Quantities</p> <p>Section 1 - Preliminaries</p> <p>Part C3: Scope of work</p> <p>Part C4: Site information</p> <p>Part C5: Annexures</p>
C.1.4	<p>The Employer's Agent is Johnson Mji</p> <p>Telephone number: 071 600 3793</p> <p>Email address: Procurement3.KSIA@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ol style="list-style-type: none"> due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; funds are no longer available to cover the total envisaged expenditure; or no acceptable tenders are received. there is a material irregularity in the tender process. <p>C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p>

	C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>

C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for</p>

	<p>tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects.</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Airports Company South Africa SOC Ltd, King Shaka International Airport, La Mercy, MSO Building (Multistorey Office), Ground Floor, Reception, near Pickup zone Location of tender box: Located at the above address and operational during office hours(8 – 4PM, Mon – Fri) Closed during weekends and public holidays.</p> <p>Identification details: Bid Ref. No: KSIA7063/2023/RFP</p> <p>Title: Operation and Maintenance of Wastewater Treatment Plant</p> <p>Closing Date: 30 May 2023 Time 11 AM</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for Twelve (12) Weeks for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>

C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>There will be public opening of tenders after the closing date and time. Tender opening register will be made available to all bidders who submitted a bid.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.(check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p>

	<p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>(ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>																
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>																
C.3.11	<p>A staged approach will be used to evaluate tenders</p> <table><tr><th>Stage 1</th><th>Stage 2</th><th>Stage 3</th><th>Stage 4</th><th>Stage 5</th><th>Stage 6</th><th>Stage 7</th><th>Stage 8*</th></tr><tr><td>Test for Responsive ness As per Clause C3.8</td><td>Mandatory Requirements</td><td>Check if minimum local content and production thresholds have been met (Not applicable)</td><td>Evaluate on functionality or the technical aspect of the bid</td><td>Evaluate price and Preference</td><td>Objective Criteria. Not Applicable</td><td>Post tender negotiations</td><td>Security Vetting</td></tr></table> <p><i>*if deemed necessary</i></p> <p>Stage 1 Test for responsiveness as outlined by the clause C3.8 above.</p> <p>Stage 2 Mandatory Administration Criteria</p> <p>(a) Completed in full and signed Form of offer C1.1. Page 79 of 162</p> <p>(b) Only tenderers who are a CIDB contractor grading of 5ME or higher. B2 Page 64 of 162</p> <p>(c) Bidders must complete and acknowledge Bidder's Disclosure form SBD4. On Page 38 of 162</p> <p>(d) Attend compulsory Briefing session. Join the meeting via the link on page 4. Complete form on page 29 of 162 on Form A1 or 36 of 162</p> <p>Stage 3 Local Content and Production (This section is not applicable)</p> <p>Bidders must complete and return SBD 6.2 (Declaration of Local Content and Production form) on the closing date and time of this bid. ACSA will disqualify any bidder which has not submitted the SBD 6.2 and the supporting Annexures (C, D and E) forms on the closing date and time.</p>	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8*	Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Check if minimum local content and production thresholds have been met (Not applicable)	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria. Not Applicable	Post tender negotiations	Security Vetting
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8*										
Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Check if minimum local content and production thresholds have been met (Not applicable)	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria. Not Applicable	Post tender negotiations	Security Vetting										

Stage 4 Functionality Evaluation Criteria

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.

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

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of 55 on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows. **NB: All minimum threshold per sub criteria must be met to be evaluated further.**

FUNTIONALITY

Role	Qualification	Score
Site Manager Attach Proof of Qualification (Refer FormC8 on Page 70 OF 162)	Treatment process controller level 5 OR Wastewater Treatment Practice N5 OR NQF 7 in Chemical Engineering OR any related NQF 7 in wastewater treatment plant or water purification processes	10
	Treatment process controller level 4 OR Wastewater Treatment Practice N4 OR NQF 6 in chemical engineering or any relevant Diploma in wastewater treatment plant or water purification processes.	5
	Neither of the above provided	0
Maximum Score		10
Minimum Score		5

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

Role	Qualification	Score
Process Controller Attach Proof of Qualification (Refer FormC8 on Page 70 OF 162)	Treatment process controller level 4 (NQF 4) OR Wastewater Treatment Practice N4 OR Degree and above qualifications in chemical engineering or relevant degree in wastewater treatment plant and water purification processes	10
	Treatment process controller level 3 (NQF 3) OR Wastewater Treatment Practice N3 OR Diploma in chemical engineering or relevant diploma in wastewater treatment plant and water purification processes	5
	Neither of the above provided	0

Maximum Score		10
Minimum Score		5
Role	Qualification	Score
Assistant Process Controller Attach Proof of Qualification (Refer FormC8 on Page 70 162)	NQF level 3 Treatment process Controllers OR Wastewater Treatment Practice N3 OR N3 in NTC relevant qualifications or Higher	10
	Matric OR NQF level 2 Treatment process Controllers OR Wastewater Treatment Practice N2 OR N2 in NTC relevant qualifications or higher	5
	Neither of the above provided	0
Maximum Score		10
Minimum Score		5

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

Role	Qualification	Score
Millwright Attach Proof of Qualification (Refer FormC8 on Page 70 of 162)	Trade Tested Millwright PLUS N5 Electrical or Mechanical Qualification	10
	Trade Tested Millwright PLUS N3 Electrical or Mechanical Qualification	5
	Neither of the above provided	0
Maximum Score		10
Minimum Score		5

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

Role	Qualification	Score
Technical Assistant Attach Proof of Qualification (Refer FormC8 on Page 70 of 162)	N3 or Higher Electrical or Mechanical Qualification	10
	N2 Electrical or Mechanical Qualification	5
	Neither of the above provided	0
Maximum Score		10
Minimum Score		5

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

Role	Experience	Score
Site Manager Please provide: Comprehensive CVs for each member of the team to demonstrate technical skills and projects worked on. Please ensure that the correct supporting CV is included in the submission (Refer Form C7 on page 70 of 162)	4-years or above experience in wastewater treatment plant operation or water purification processes PLUS Three (3) Years at supervisory or managerial level	15
	3-years' experience in wastewater treatment plant operation or water purification processes PLUS Two (2) Years at supervisory or managerial level	10
	Less than 3 years in wastewater treatment plant operation or water purification processes Less than 2 years at supervisory or managerial level	0
	Neither of the above provided	0
Maximum Score		15
Minimum Score		10

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

Role	Experience	Score
Process Controllers Please provide: Comprehensive CVs for each member of the team to demonstrate technical skills and projects worked on. Please ensure that the correct supporting CV is included in the submission. Refer Form C7 on page 70 of 162)	Above 2 years' experience in wastewater treatment plant operation or water purification processes	10
	2 years' experience in wastewater treatment plant operation or water purification processes	5
	Less than 2 years' experience in wastewater treatment plant operation or water purification processes	0
	Neither of the above provided	0
Maximum Score		10
Minimum Score		5

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

Role	Experience	Score
Millwright Please provide: Comprehensive CVs for each member of the team to demonstrate technical skills and projects worked on. Please ensure that the correct supporting CV is included in the submission. Refer Form 70 of 162)	Above 3 years post trade experience in maintenance of mechanical or electrical systems/equipment	10
	3 years' post trade experience in maintenance of mechanical or electrical systems/equipment	5
	Less than 3 years' post trade experience in maintenance of mechanical or electrical systems/equipment	0
	Neither of the above provided	0
	Maximum Score	10
	Minimum Score	5

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

Company Experience (15)

Criteria	Sub-Criteria	Score
Provide a minimum of one reference letter/certification of completion for operation and maintenance of wastewater treatment plant. If experience for maintenance and operation were gained from different contracts/sites, provide two letters for each. (Please refer to Form A5,A6,A7 and A8 from page 33, 35,36) Or Page 40 of 162, Page 42 of 162, Page 43 of 162	More than 1 reference letter in operation and maintenance of wastewater treatment plants	15
	1 letter in operation and maintenance of wastewater treatment plants	10
	Neither of the above provided	0
	Maximum Score	15
	Minimum Score	10
<i>NB: All minimum threshold per resource must be met to be evaluated further</i>		
Bidder to score a minimum of 55 points out of 100 and also to score a minimum threshold per criteria		

Stage 5 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

80/20

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Evaluation of Preference

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

Category	Specific Goals	Score
		20
Construction	51% owned by Black male and Black women and Black youth and People living with disabilities	20
	51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15
	51% owned by Black male or Black women or Black youth or People living with disabilities	10
	Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5
	Other	0
<p>Stage 6 Objective Criteria (Not Applicable)</p> <p>In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks <i>etcetera</i>. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.</p> <p>Prescribed objective criteria for this bid.</p> <p>N/A</p> <p>Determine acceptability of preferred tenderer:</p> <p>Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> • Unduly high or unduly low tendered rates or amounts in the tender offer; • Contract data provided by the tendered; or • The contents of the tender returnable which are to be included in the contract. 		
C.3.12	Insurance provided by the employer Refer to Contract Data	
C.3.13	C.3.13 Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;	



	<p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.



C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility



C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification



Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.



C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity



C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.



C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the



tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system N/A

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:



- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers



The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer



Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and



acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



AIRPORTS COMPANY SOUTH AFRICA

AIRPORT: KING SHAKA INTERNATIONAL AIRPORT

BID REF. No: KSIA7063/2023/RFP

Title. OPERATION & MAINTENANCE OF WASTEWATER TREATMENT PLANT

Part T2: Returnable Documents

T2.1: List of Returnable Document

T2.2: Returnable Schedules



AIRPORTS COMPANY SOUTH AFRICA

AIRPORT: KING SHAKA INTERNATIONAL AIRPORT

BID REF. No: KSIA7063/2023/RFP

TITLE: OPERATION & MAINTENANCE OF WASTEWATER TREATMENT PLANT

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Certificate of Attendance at Compulsory Briefing session	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Certified Copies of Client Reference Letters of Previous Projects Completed	
	A8: Proof of Contract Values of Previous Projects Completed	
	A9: Schedule of Current Commitments	
	A10: SBD 4: Bidder's Disclosure Form	
	A11: SBD 6.1: Preference points claim form in terms of preferential procurement. Regulations	
	A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors (<i>if applicable</i>)	
	A13: Confidentiality and Non-Disclosure Agreement.	
2	Other documents required only for tender evaluation purposes	
	B1: Proof of registration for Contractor's WCA registration and or COID	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	
3	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1.1 Form of Offer and Acceptance (Contract part)	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Subcontractors	
	C4: Subcontractor's Supporting Documents	
	C5: Plant and Equipment	
	C6: A certified copy of B-BBEE Verification Certificate	
	C7: CV's of key personnel	
	C8: Certified Certificates of Qualifications of Key Personnel.	
	C9 Work Plan and Proposed Methodology	



The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by Tenderer	
C12 Proposed Amendments and Qualifications	



T2.2: RETURNABLE SCHEDULE



T2.2: RETURNABLE SCHEDULE

FORM A1. Certificate of Attendance of the Compulsory Briefing Session

<p>This is to certify that</p> <p>I,</p> <p>Representative of (tenderer).....</p> <p>.....</p> <p>of (address).....</p> <p>.....</p> <p>.....</p> <p>e-mail</p> <p>telephone number</p> <p>fax number.....</p> <p>visited the compulsory brief session held on date.....</p>
--

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA
Representative:

Name:

.....

FORM A2. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	



Tenderer	
----------	--

Form A3: Certificate of Authority for Signatory

- (1) 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.
- (2) 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 by tender condition C2.13.4.

An example is shown below:

"By resolution of the board of directors taken on 20.....

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number KSIA7063/2023/RFP and any contract which may arise there from on behalf of

(block capitals)

.....

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Attach:

- ***Latest Audited Annual Financial Report (If applicable)***
- **Bank reference Letter**

Signed		Date	
--------	--	------	--



Name		Position	
Tenderer			

FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			

FORM A5. Schedule of the Tenderer's Recent Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last ... **years**.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

As a minimum the bidder is to have successfully completed at least **xxxx** each project with contract value of **R million (inclusive of VAT)** or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below

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

Employer, contact person and telephone number	Principal Agent (Name, Tel No, Contact Person)	Description of works/ Project Name	Value of work inclusive of VAT (Rand)	Date started	Date completed	COMPLETION CERTIFICATE OR CLIENT REFERENCE LETTER	
						YES	NO

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



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

Signed		Date	
Name		Position	
Tenderer			



FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed

Please attach Completion Certificates (Practical Completion) of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of three (3) certificates required for relevant projects

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

Signed		Date	
Name		Position	
Tenderer			



FORM A7 Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of three (3) reference letters required from the client bodies/Principal Agent.

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

Signed		Date	
Name		Position	
Tenderer			



Form A8 Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page. A minimum of three (3) certificates required for relevant projects

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

Signed		Date	
Name		Position	
Tenderer			

Form A9: Schedule of Current Commitments

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form

Employer, contact person and telephone number	Consultant/ Principal Agent, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date



Signed		Date	
Name		Position	
Tenderer			

SBD 4**A10. BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person



having a controlling interest¹ in the enterprise,
employed by the state?

YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

² 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.



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

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

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

.....
Signature	Date
.....
Position	Name of bidder

SBD 6.1

A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:



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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals / Preference .

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS / PREFERENCE	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT. Section 3.2 is not applicable.

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

or

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	

51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

	<p>.....</p> <p>SIGNATURE(S) OF TENDERER(S)</p>
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

SBD 6.2

A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions



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

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
XXXXXXXX	XXXXXXXX

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

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

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

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



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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

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.

- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Form A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
(Registration No. 1993/004149/30)
(**"Airports Company"**)

of
Western Precinct, Aviation Park
O.R. Tambo International Airport
1 Jones Road
Kempton Park
1632

AND

**[NAME OF SERVICE PROVIDER]**

(Registration No: _____)

("_____"))

of

[Service Providers 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 engineer 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 5 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 domicilium 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 _____ 202__

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 _____ 202_____

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

- B1:** Proof of registration for Contractor's WCA registration or COID
- B2:** An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
- B3:** SARS Pin issued by the South African Revenue Services
- B4:** An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)
- B5:** Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number

Bank Report on : *(Tenderers Name)*
 Account No :
 Bank :
 Branch Code :
 Amount : *(Tender Value)*
 Duration : **XX months** (excluding special non-working days)

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

()	A	UNDOUBTED FOR INQUIRY
()	B	GOOD FOR AMOUNT QUOTED
()	C	GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
()	D	FAIR TRADE RISK
()	E	FIGURE CONSIDER TOO HIGH
()	F	FINANCIAL POSITION UNKNOWN
()	G	OCCASIONALLY DISHONOURED
()	H	FREQUENTLY DISHONOURED

Form C1: Compulsory Enterprise Questionnaire

The following particulars must be furnished. 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: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the 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 scope of work that could cause or be interpreted as a conflict of interest; and
- iv) 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 C2: Proposed Domestic Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors 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.

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

Signed		Date	
Name		Position	
Tenderer			

Form C4 Subcontractor Supporting Documents**List supporting documents required for subcontractor:**

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of registration with Central Supplier Database form
- CIPC certificate
- Share Certificate
- Valid BBBEE Certificate.
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			

Form C5: Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	

Tenderer	
----------	--

FORM C6: A certified copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer's B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.
2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and *domicilium citandi et executandi* of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number
3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.
4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted. Failure to abide by this requirement will result in such a tenderer scoring zero (0) preference.

Signed		Date	
Name		Position	

Tenderer	
----------	--

FORM C7. The CV's of key personnel

Bidders are referred to **clause C.3.11** which indicates the maximum possible score for information requested under this schedule.

Commitment to the Project

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

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Signed		Date	
Name		Position	
Tenderer			

FORM C8: Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C7 above to this page.

Signed		Date	
Name		Position	
Tenderer			

Form C9 Work Plan and Proposed Methodology

Signed		Date	
Name		Position	
Tenderer			

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 		
	<ul style="list-style-type: none"> 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 		
	<ul style="list-style-type: none"> When changing jobs within the company 		
	<ul style="list-style-type: none"> 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				
	Course Title	Target audience	Interval		
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						
	<ul style="list-style-type: none"> General rules 						
	<ul style="list-style-type: none"> Project rules 						
	<ul style="list-style-type: none"> 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? 						
	<ul style="list-style-type: none"> The groups of people who might be affected? 						
	<ul style="list-style-type: none"> An evaluation of the risk from each significant hazard? 						
	<ul style="list-style-type: none"> 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?						
	<table border="1"> <tr> <td>Process/Risk</td><td>Type of PPE</td></tr> <tr> <td> </td><td> </td></tr> </table>	Process/Risk	Type of PPE				
Process/Risk	Type of PPE						
	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
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.?		
	Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR 1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

1. **Management Structure including organogram**
2. **Human Resource Plan**
3. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
4. **COLD Insurance**

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

Form C11: Schedule of Information to be provided by Tenderer

<p>1. Company details:</p> <p>Registered Address: Contact Person: Telephone: Fax:</p> <p>2. Shareholders</p> <p>Names/Percentages of holdings:</p> <p>3. Bankers</p> <p>Name of Account Holder : Bank: Branch: Account Number: Bank and branch contact details:</p> <p>4. Turnover</p> <p>Approximate turnover for each of the past three years: 2020: 2021: 2022:</p> <p>5. Management and Manpower Resources</p> <p>Supervisors: Labourers: Other:</p> <p>Name of Supervisor to be allocated to this contract:</p> <p>6. Construction Equipment (Value in R)</p> <p>Equipment owned by Company: Own workshop/stores (location):</p>

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			



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT FACILITY

TITLE OF PROJECT: OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT FACILITY

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Shaka International Airport

(Registration Number : 1993/004149/30)

and :

(Registration Number :)

for **OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT FACILITY AT KSIA**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Employer Service Information	[•]
Part C4 Site Information	[•]

C1.1 Forms of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the

OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT FACILITY

The Contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Contractor offers to perform all 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	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former shall prevail.)

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness signature

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Contractor'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 Contractor's offer shall form an agreement between the employer and the Contractor 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 C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data and Price List
 - Part C3: Service information.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Contractor and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Contractor shall within two weeks after 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (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.

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
MSO Building
King Shaka International Airport
La Mercy
4407**

Name of
witness signature

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....
.....
.....
2 Subject .....	.....
Details .....	.....
.....
.....
.....
3 Subject .....	.....
Details .....	.....
.....
.....
.....
4 Subject .....	.....
Details .....	.....
.....
.....
.....
5 Subject .....	.....
Details .....	.....
.....
.....

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data

Precedence in interpretation of the contract:

In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

- Firstly, the Service information (C3) and Annexes thereto shall prevail;
- Secondly the Contract Data (C1.2) and Conditions of Contract;
- Thirdly the General Conditions of Contract;
- Fourthly the Pricing data;
- Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following "Particular Conditions", which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.

C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list W1: Dispute resolution procedure X1: Price Adjustment for inflation
	and secondary Options:	X2: Changes in the law X17: Low service damages X18: Limitation of Liability (as amended in Option Z) X19: Task Order Z: Additional conditions of contract
	_____ of the NEC3 Term Service Contract (April 2013)	

10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	King Shaka International Airport King Shaka Drive La Mercy 4407
	Tel No.	032 436 6000
10.1	The <i>Service Manager</i> is:	
	Address	
	Tel No.	
	e-mail	
11.2(2)	The <i>Affected Property</i> is	King Shaka International Airport
11.2(13)	The <i>service</i> is	Operation and Maintenance of Wastewater Treatment Plant , as more fully set out in section C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	1Risk of financial loss and/or injury of 3rd parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users 2Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects 3Work in confined spaces 4Work with flammable and toxic gases 5 Refer to Annexure E for more risks
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days

16.1	<i>Early Warning</i>	<p>The Contractor and the Service Manager give an early warning by notifying the other as soon as either becomes aware of any matter which could</p> <ul style="list-style-type: none"> • Increase the total of the Prices • Interfere with the timing of the <i>service</i> or • Impair the effectiveness of the <i>service</i>
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>Service Period</i> is	Two (2) Years after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	between the 1 st and 15 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	<p>(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies</p>

6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> ("the Insurance Schedule").</p>
83.1	The <i>Contractor</i> provides these additional insurances	<p>Professional Indemnity Insurance</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the <i>contract</i>.</p>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the	Refer to section C1.5 Insurance Schedule

Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is:

83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event 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 R [•] ([•] Rands)
------	--	---

9	Termination	Should there be operational and/or infrastructural changes, or should the plant be taken over by the local Municipality; the contract will be revised or terminated.
---	--------------------	--

10 Data for main Option clause

A Priced contract with price list

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
------	---	-----------------

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
------	---------------------------	--

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

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	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	Johannesburg, South Africa
	The person or organization who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body

12 Data for secondary Option

X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X17	Low service damages	As per the Service Information (C3) – Annexure A
X17.1	The <i>service level table</i> is in	The Service Information
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are amounts payable by the Contractor as stated in this contract for:

- Loss of or damage to the Employer's property,
 - Defects liability,
 - Insurance liability to the extent of the Contractor's risks
 - death of or injury to a person;
- infringement of an intellectual property right

X18.5	The <i>end of liability date</i> is	52 weeks after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order

Z(A): The Additional conditions of contract are: Z1-Z19

Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service: Delete core clause 20.1 and replace with the following:
Z2.1	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.
Z3.	Other responsibilities: add the following at the end of core clause 27:
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
Z4.	Termination
Z4.1	Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
Z4.2	The Employer may terminate the contract should there be operational and/or infrastructural changes which may include but not limited to decommissioning of plant, OR should the plant and/or services be taken over by the local Municipality; the contract will be terminated.
Z5.	Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:
Z5.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: <ul style="list-style-type: none"> • The additional conditions of contract under these Z clauses • The conditions of contract and • The other documents.
Z5.2	The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.
Z6.	

Payment: Add the following at the end of core clause 51:

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

Amendment to the Secondary Option Clauses

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1. Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in **Section C1.4** of this Contract Data.

Z8.2. Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z9. Limitation of liability: Insert the following new clause as Option X18.6:

Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

Z8.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

Additional Z Clauses

Z10. Cession, delegation and assignment

- Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.
- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** 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 this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** 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*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** 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;
- Z12.1.2.** 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.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 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.
- Z12.3.** 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, gratuities, 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.
- Z13. Confidentiality**
- Z13.1.** 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*, whose consent shall not be unreasonably withheld.
- Z13.2.** 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*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** 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;

- Z13.3.3.** 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);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. *Employer's Step-in rights*

- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** 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.

Z15. *Liens and Encumbrances*

- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* 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 ensures 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

Z16. *Intellectual Property*

- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.

- Z15.4** 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.
- Z15.5** 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:
- Z15.5.1** the *Contractor's* service;
- Z15.5.2** the use of the *Contractor's* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** 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.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter":** "excluding disputes relating to termination of the contract".
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z16.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the *Contractor* agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager*

and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

Z18.3 The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

C1.2 b - DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Resource Proposal
1	SITE MANAGER/SUPERVISOR	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	MILLWRIGHT	
	Name:	
	Qualifications relevant to this contract	

Experience

3 TECHNICAL ASSISTANT

Name:

Qualifications relevant to this contract

Experience

4 PROCESS CONTROLLER

Name:

Qualifications relevant to this contract

Experience

5 ASSISTANT PROCESS CONTROLLER

Name:

Qualifications relevant to this contract

Experience

Name:

Qualifications relevant to this contract

Experience

-
- | | | |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ol style="list-style-type: none">1. Falling into the sequence batch reactor2. Diagnosis with Hepatitis B3. Chemical Contact4. Environmental Spillage5. Waste Spillage6. Unavailability of Spares7. Insufficient human resource skill8. ROD-Failure to meet Limit Values |
|------|---|---|
-

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA King Shaka INTERNATIONAL AIRPORT
Physical Address:

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are
- Occupational Health and Safety Agreement** **C1.3 page 2**

covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
--

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her

employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract

C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
 - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
 - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause. Insurance Affected by the Employer.

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the

right to call for full information regarding insurance costs included by the Contractor.

- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract. In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - i. The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - (A) be affected with Insurers and on terms approved by the Employer.

- (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
- (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- ii. In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.
If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

- a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
- b) enforce the compliance by Sub-Contractors with this clause where applicable.”

1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may

or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

- 1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- 5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 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 tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

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

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 Price List

PRICING DATA

CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES

NOTE:

All rates for all activities including diagnostic and repair shall include all required tools, software, hardware, and consumables (including all applicable specialized tools and software, hardware, and consumables) Onus is on the contractor to price correctly).

All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.

Call outs are not chargeable during hours technician/artisan/assistants or any applicable resource are on site.

Call outs are not chargeable during airport operating hours i.e. when technician/ assistants are on site (08:00 – 17:00)

The contractor will be compensated according to the contractor's repair rate provided in the below table A and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control) .

PRICE SCHEDULE 1: OPERATION OF WASTEWATER TREATMENT PLANT (WWTP)

(NB: Price to be inclusive of labour, tools, consumables, PPEs, administrative cost, travelling and onsite vehicle.)

PRICING SCHEDULE 1A				
Item No.	Activity Description	Hourly Rate	Quantity (24 hours per day x 31 days)	Monthly Price
1	WWTP Operation	R	744	
TOTAL				R

PRICE SCHEDULE 1B			
Item no.	Activity Description	Monthly Price (A)	Yearly Price Excl VAT B = (A x 12)
1	WWTP Operation	R	R

PRICE SCHEDULE 2: PREVENTIVE MAINTENANCE

PRICE SCHEDULE 2					
		(A)	(B)	(C)	(D)
Item no.	Activity Description	Weekly Price Excluding VAT	Monthly Price Excluding VAT	Quarterly Price Excluding VAT	Yearly Price Excluding VAT
1	WASTEWATER TREATMENT PLANT (WWTP)				
1.1	WEEKLY Checks/Service	R	N/A	N/A	(A x 40) R
1.2	MONTHLY Service	N/A	R	N/A	(B x 8) R
1.3	QUARTERLY Service	N/A	N/A	R	(C x 3) R
1.4	YEARLY/ANNUAL Service	N/A	N/A	N/A	R
Sub-Total a					R
NB: There is a total of 40 weeks because other weeks will be covered by the monthly maintenance. There are 8 months because other months will be covered by the quarterly maintenance. There are 3 quarters because the last quarte will be covered by the annual maintenance.					
2	ADDITIONAL SUBMERSIBLE PUMPS				
		Rate per Pump (A)	Quantity (B)		Yearly Price (A xB)
	Annual Service	R	7	N/A	R
Sub-Total b					R
TOTAL 2 (Sub-totals a+b above)				Excl VAT	R

PRICE SCHEDULE 3: MONITORING, SAMPLING, ANALYSIS & REPORTING (Compliance and Operational)**PRICE SCHEDULE 3a): COMPLIANCE SAMPLING**

Sampling to be done by a SANAS accredited laboratory.

Price To include all Sampling consumables, transportation of samples, analysis and report.

PRICE SCHEDULE 3a)						
Item no	Treatment Stage	Sampling Point	Price per Sampling Point (A)	Frequency per month (B)	Total Monthly C =(A x B)	Total Yearly Excl VAT D = (12 x C)
1	Preliminary	Raw	R	4		
2	Secondary	Filter Feed/TET Feed	R	4		
3	Tertiary	Final Discharge	R	4		
4	Receiving	Upstream	R	4		
5	Environment	Downstream	R	4		
TOTAL 3a)					Excl VAT	R

PRICE SCHEDULE 3b): OPERATIONAL DETERMINANTS SAMPLING**On-site Laboratory:****On-site Tests Including Equipment, consumables, analysis and report.**

PRICE SCHEDULE 3b)			
No.	Description	Monthly	Yearly Excluding VAT
1	On-site Sampling	R	R
TOTAL 3b) Excl VAT			

PRICING SCHEDULE 4: CALL OUTS (AFTER HOURS)**CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES****NOTE:**

All rates for all activities including diagnostic and repair shall include all required tools, software, hardware, and consumables (including all applicable specialized tools and software, hardware, and consumables) Onus is on the contractor to price correctly).

All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.

The Contractor shall not charge for Corrective Maintenance performed during normal working hours. The contractor will be compensated according to the contractor's repair rate provided in the below table A and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control) .

PRICE SCHEDULE 4a) : CALL-OUTs – 1st Hour			
Description	Estimate Quantity per year	Call out fee	Total/year Excl VAT
*Call Out Fee which includes first hour on site and travelling fee (after hours, weekends and holidays)	24	R	R

PRICING SCHEDULE 4b): DIAGNOSTIC AND REPAIR TABLE
PRICE SCHEDULE 4b)

Diagnostic with repairs table:

(time below includes the total time to do diagnostics and repairs for each failure mode and completely resolve the issues leaving the infrastructure totally correctly functional. Note the rates must include all required tools, special tools, software, and hardware require to completely resolve the failure)

Item #	Call description	Estimated time to repair / reset (as logged in the ACSA system) – HRS	Budgeted /Estimated Quantity per Year	Rate per hour (after hours):	TOTAL Excl VAT
		A	B	C	D =(Ax B x C)
1	Raw Sewer Pump	2	8	R	R
2	SBR Faulty	2	10		
3	Filters	2	4		
4	Pumps	2	8		
5	Belt Press	2	4		
6	Submersible Pump	4	12		
7	Float Switches	2	24		
8	Faulty Valve	2	24		
9	Dosing Pump Faulty	2	10		
10	Compressor	2	10		
11	Electrical Faults	4	16		
12	Software	4	4		
13	Blocked Line	3	16		
14	Spillage	3	24		
TOTAL 4b)				Excl VAT	R

PRICE SCHEDULE 5: DRY SLUDGE REMOVAL

PRICE SCHEDULE 5					
Item no.	Activity Description	Cost/Drum (A)	Number of Drums per month (B)	Monthly Price C=(AxB)	Yearly Price D=(Cx12)
1	Supply of Drum (Include label)	R	45	R	
2	Disposal (Include Transportation)	R	45	R	
TOTAL 5				Excl VAT	R

The number of drums to be supplied and disposed of on a monthly are estimated at 45, the numbers may vary from time to time.

PRICE SCHEDULE 6: GRASS CUTTING (INCLUDES EQUIPMENT AND CONSUMABLES)

PRICE SCHEDULE 6					
Item no.	Activity Description	Area (Sqm)	Rate/Sqm	Frequency/year	Yearly Price
1	Grass Cutting	3500	R	12	R

PRICE SCHEDULE 7: CARTING FOR SEWER PITS

Item no.	Activity Description	Rate per day	Quantity	Yearly Price
1	Carting of Effluent	R	20	R

PRICE SCHEDULE 8 - PROVISIONAL COST

PRICE SCHEDULE 8		
Number	Item	Total per year Excl VAT
1	Additional Sampling and Analysis	R 50 000.00
2	Chemicals	450 000.00
3	Airport personnel access permits, vehicle airside access permits and induction	10 000.00
4	Medicals	10 000.00
5	Office Rental	65 000.00
6	Calibration	15 000.00
7	Safety File	5 000.00
8	Site Establishment	40 000
TOTAL 8 Excl VAT		R 645 000.00

Provisional amounts: When claiming for provisional amounts, the Contractor should provide all third-party documents e.g. quotations, invoices, delivery notes etc. to support claims. All provisional amounts shall be on preapproval basis.

PRICE SCHEDULE 9: PROVISION FOR THIRD PARTY PROCURED ITEMS/SERVICES INCLUDING MARK UP

Value of Item or Services	Mark-up (A)	Estimated Spares (B)	TOTAL/year Excl VAT (C) = B + (AxB)
R0 - R2,000	%	R50 000.00	R
R2,001 – R5,000	%	R 100 000.00	R
R5,001 – R10,000	%	R150 000.00	R
R10,001 – R50,000	%	R200 000.00	R
TOTAL 9		Excl VAT	R

PRICE SCHEDULE 10 : SUMMARY PRICING SCHEDULE

Price Schedule	Description	Price/Year Excluding VAT
1	Operation of Wastewater Treatment Plant	R
2	Preventive Maintenance	
3a)	Monitoring, Sampling, Analysis & Reporting - Compliance	
3b)	Monitoring, Sampling, Analysis & Reporting - Operational	
4a)	CALL-OUT 1st Hour	
4b)	CALL-OUT after 1st Hour: Diagnostic and Repair	
5	Dry Sludge Removal	
6	Grass Cutting	
7	Carting of effluent	
8	Provisional Amount	645 000.00
9	Provision for 3rd party procured items/services including mark-up	
TOTAL Excl CPI and VAT for Year 1		R

SUMMARY PRICING SCHEDULE FOR TWO (2) years**INCLUDES ESTIMATED ANNUAL 6% CPI and VAT.**

Description	TOTAL Excluding VAT
Year 1 Total from Summary Pricing Schedule 10	R
Year 2 = (Year 1 x CPI 6%) + Year 1	R
GRAND TOTAL (For 2 years = Year 1 +Year 2) Including CPI and Excluding VAT (Carry over to Form of Offer and Acceptance)	R
15% VAT (Carry over to Form of Offer and Acceptance)	R

GRAND TOTAL Including CPI and VAT (Carry over to Form of Offer and Acceptance)	R
--	---

Contract values will be increased per the current index stipulated in Statistic SA – Consumer Price Indices - all income groups, on contractual anniversary. 6% escalation is used for illustrative purposes.

It must be noted that this amount is for illustrative purposes only and that the Employer will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity/Pricing Schedule as provided above.

LABOUR RATES

NOT TO BE INCLUDED IN SUMMARY PRICING SCHEDULE

Below rates is for any Adhoc works outside the contract pricing schedules.

All rates to exclude VAT. Subject to agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

The contractor will be compensated according to the contractor's repair rate provided in the table below and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control.

Item	Description	Normal Hours (R/hour)	After hours (R/hour)		
			Weekday	Saturday	Sunday public holiday
1	Site Manager				
2	Millwright				
3	Technician assistant				
4	Process Controller				
5	Assistant Process Controller				

This schedule is not to be included in the Pricing Summary; it is only for ad-hoc works.

MAINTENANCE RATES

	Description	Spec	Quantity	Rate per equipment (Monthly Checks)	Rate per Equipment Quarterly Maintenance	Rate per Equipment Yearly Maintenance
1	Raw Sewer Pump	7.5kW 380V, 4 pole 50Hz	2	R	R	R
2	Filter Backwash Pump	5.5kW 380V, 3 pole 50Hz	2	R	R	R
3	Blower	5.5kW 380V, 2 pole 50Hz	1	R	R	R
4	SBR Aerator	37kW 380V, 3phase 50Hz	4	R	R	R
5	Compressor	DT 10 DETROIT AIR COMPRESSOR	2		R	R
6	Ferric Dosing Pump		2	N/A	R	R
7	Centrifugal Pump (Buffer Dam)	45kW 380V, 3phase 50Hz	1	N/A	R	R
8	Belt Press (Dewatering Press)		1	R	R	R
9	Submersible (Basement)	3.7kW	2	N/A	R	R
10	Submersible (Car Rental Depot)	3.7kW	4	N/A	R	R
11	Vega Submersible pump 0.75kW - 240V (Basement Entry)	0.75 kW	1	N/A	R	R
12	Motor Control Panel		1	N/A	R	R
13	Programmable Logic Control (PLC)		2	N/A	R	R
14	Standby Generator		1	N/A	R	R

C3 Service Information

The scope of work covers the Operation and Maintenance of Wastewater Treatment Facility at King Shaka International Airport.

All works to be carried out according to necessary legislation, South African National Standards (SANS), ACSA rules etc governing the site and this works.

Times :

Airport Operating Hours: 04:30 – 22:30

Refer to SLA for Working Hours for this contract

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation / Wording	Meaning / Interpretation
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
WWTP	Wastewater Treatment Plant
OEM	Original Equipment Manufacturer
PLC	Programmable Logic Controller
SCADA	Supervisory Control and Data Acquisition
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety, Health and Environment
DWAF	Department of Water Affairs and Forestry
MSDS	Material Safety Data Sheet
The Service Manager	ACSA Service Manager
Technical Team	Contractor Technical Team

EXECUTIVE OVERVIEW

The objective of this scope is to source a suitable service provider for the Operation and Maintenance of the following wastewater related facilities and equipment:

Wastewater Treatment Plant (WWTP)

The aircraft dump facility

Pumps that feed wastewater into the treatment plant and/or sewer line i.e car rental depot pumps and terminal building basement pumps.

Supply of drums for dry sludge storage, removal and disposal of dry sludge

Carting of Effluent from the buffer dam and sewer pits on an as and when needed basis

THE CONTRACT TERM FOR THIS SERVICE WILL BE FOR 2 YEARS CONDITIONALLY.

The conditions are: Should there be operational and/or infrastructural changes, or should the plant be taken over by the local Municipality; the contract will be revised or terminated.

SECTION 1: WASTEWATER TREATMENT PLANT

Description of Works

King Shaka International Airport is equipped with a wastewater treatment plant that treats wastewater before discharging it into the stream. The whole treatment process requires the service of a qualified Contractor.

The Southern Wastewater Treatment Works (WWTW) is designed to treat raw sewerage of 1000 m3 per day which receives its sewerage from the Airport, Agrizone, and the Airport terminal surrounding supporting facilities.

The influent is characterized as domestic and industrial with an approximate % split of 70% domestic and 30% Industrial.

Most of the industrial pollutants are the Fats and Oils from the restaurants.

The plant is configured to have 3 treatment stages i.e. the preliminary treatment (inlet works), secondary (SBR & TET) and tertiary treatment (Filters & Disinfection).

OPERATION

The Contractor guarantees the correct, efficient, and effective running of the plant according to the Operation and Maintenance manuals provided by the Employer to ensure final effluent output complies with the parameters of the plant design.

The quality of the effluent leaving the plant will comply with the standards stated in the ACSA KSIA permits/authorizations, water use licence, subject to:

The operating manuals being made available to the Contractor.

The plant being operated within the plant tender design criteria

The raw sewage being free from all matter which may have a toxic or detrimental effect to the process and operating efficiency of the plant.

The plant being operated to registered standards.

All work shall be done in accordance with Occupational Health and Safety Act, municipal bylaws, environmental by laws (National Environmental Management Act 107 of 1998- NEMA), National Water Act 36 of 1998 and all other relevant legislation.

MAINTENANCE

Preventive and Corrective maintenance shall be conducted by the technical team on site. Any mechanical or electrical problems will be attended to by the technical team that will then ensure that the problem/s are solved timeously.

SAMPLING AND ANALYSIS

Sampling of raw effluent, treated effluent and upstream and downstream

The plant is monitored using two programs i.e. operational monitoring and compliance monitoring. The operational monitoring is conducted onsite by Process controllers while compliance monitoring is done once a week (maximum of 4 times a month) at an accredited laboratory. Compliance monitoring includes upstream and downstream monitoring.

HOUSE-KEEPING

Contractor will be responsible for any grass cutting in the plant as well as in the upstream and downstream sample collection points.

The fenced in area around the plant must be kept clean and tidy including cutting of grass.

Service provider to ensure that the area for sampling points is managed including cutting of grass.

Grass cutting area = 3250 sqm

SECTION 1: WASTEWATER TREATMENT PLANT	
1.1 STANDARD OPERATION PROCEDURE OF ACSA's WASTEWATER TREATMENT PLANT	
ITEM	Frequency
AERATOR	
1.1 Check aerator blades are free of rags etc.	Daily
1.2 Check baffles are free of rags etc.	Daily
1.3 Check float switches are free of rags etc.	Daily
1.4 Check decanting cone is free of rags etc.	Daily
1.5 Take a daily sludge reading of mixed tank	Daily
1.6 Brush off walls, floats, stairway etc.	Daily
1.7 Check amperage reading of aerator	Daily
1.8 If sludge reading is higher than 40 → 55% the service provider to run the sludge belt press as required.	Daily
BAR SCREEN	
2.1 Use correct rake to clean screen when necessary - Daily	Daily
2.2 Bar screen must be raked	Daily
2.3 Dried waste (sludge and screenings) must be stored in a sealable container (210L steel Drum & Lid) until it can be transported for disposal to a licensed waste site (proof of licensing must be supplied).	
2.4 Spillage Trays - Ensure secondary containment whilst filling drums.	
2.5 Bar screen must be hosed down	Daily
SUMP	
3.1 Submersible pumps must be cleaned and checked	Monthly
3.2 Submersible chains must be inspected and cleaned	Monthly
3.3 Float switches must be cleaned	Monthly
3.4 Any valves related to raw sewage flow must be checked and washed-out	Monthly
SLUDGE BELT FILTER PRESS	
Dry resulting sludge from the reactors	Weekly
FILTRATION PLANT	
Filters to be backwashed	Weekly

ITEM	Frequency
LOG BOOK	
Information below shall be recorded in the logbook	
Any flow meters that are installed must be recorded	Daily
pH from chlorine tank - outlet point	Daily
Turbidity of the filtration product water	Daily
Dissolved oxygen in the SBR during aeration	Daily
Sludge reading in cone	Daily
Approximate volume of sludge - run off	Daily

Discharge counter per tank	Daily
Amperage of each aerator	Daily
Voltage supply	Daily
Drums of dried sludge removed	Per Drum
Amount of chemicals used	Daily
Bags/drums dried bar screen waste removed	Daily
Persons visiting site - name and company	Daily
Note any general comments on plant	Daily
Note any mechanical or maintenance problems	Daily
Note any safety or health hazards	Daily
Note any environment problems	Daily
Storage of chemicals	Monthly

1.2 SCHEDULE OF EQUIPMENT

	Description	Spec	Quantity	Model
1	Raw Sewerage Sump	Dia=4.8m Depth=3m	1	-
2	SBR Reactor	Dia=15.3m Depth= 4m	3	-
3	Treated Effluent Tank	Dia=11.5 Depth	1	-
4	Electromagnetic Flow Meter		1	50W1H-SHOA1AC1AAAA
5	Raw Sewer Pump	7.5kW 380V, 4 pole 50Hz	2	Grundfos
6	Filter Backwash Pump	5.5kW 380V, 3 pole 50Hz	2	KSB ETA 65-200
7	Blower	5.5kW 380V, 2 pole 50Hz	1	Robuschi Robox ES15/1P
8	SBR Aerator	37kW 380V, 3phase 50Hz	4	ZR 128K 5160 M4-W
9	Compressor		2	DT 10 DETROIT AIR COMPRESSOR
10	Ferric Dosing Pump		2	DDE 6B PVC Grundfos

11	Centrifugal Pump (Buffer Dam)	45kW 380V, 3phase 50Hz	1	EA100/20
12	Belt Press (Dewatering Press)		1	EMO Combined Unit CC060
13	Motor Control Panel		1	
14	Programmable Logic Control (PLC)		2	1. Siemens (Filters) 2. Telemecanique Electric (Sequence Batch Reactor)
15	Standby Generator		1	Will be maintained by ACSA Electrical Dept.

1.3 MINIMUM MAINTENANCE PROGRAM

Maintenance record sheets

When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. The lack of complete history files will result in immediate cancellation of the contract.

All record sheets, job cards, history reports etc. will stay the property of ACSA 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 record sheets to the ACSA contract manager by the fifth day of every month. No money will be paid out if record sheets are not handed in.

WEEKLY SERVICE:

Equipment	Maintenance Activity	Weekly Checks
Submersible pumps	Ensure changeover of pumps	
	Inspect flow rate at splitter box for correct working operation	
Raw sewage sump	Check level probes are free of rags or any foreign matter	
	Inspect, report, and repair any leaks or inadequate pipelines	
	Check couplings and closure gaskets under pressure	
	Inspect pressure gauge	
	Observe gear unit for any unusual vibration or noise	
	Check oil level in gearboxes	

Aerator + Gearbox	Check gearbox drain hole	
	Check gear units for any leakage or damaged components	
	Visually inspect coupling for any unusual behavior	
	Clean drives where necessary	
Aerator blades and baffles	Ensure blades are free of any foreign matter	
	Inspect guide rails and baffles for any dirt or foreign matter	
SBR TANK001 - 003	Check level probes are free of rags or any foreign matter	
	Inspect for loose bolts and nuts	
	Check all couplings and closure gaskets under pressure	
	Ensure all valves are fully functional	
	Inspect, report and repair any leaks or inadequate pipes	
	Visually inspect that pneumatic lines are free of any damage	
Filtration feed pumps	Keep valves and actuators clear of any dirt	
	Inspect pump for any leakage or damaged seals	
	Inspect/top up oil level on pump	
	Check ammeter for normal current readings	
	Inspect pump for overheating or vibration and unusual noises	
	Inspect pressure gauge readings	
Blower	Ensure guard is safe and secure	
	Inspect/top up oil level on blower	
	Inspect for overheating or vibration and unusual noises	
	Check pipes and fittings for any leakage	
	Ensure guard is safe and secure	
	Inspect pressure gauge readings	
Filtration system	Inspect all pneumatic lines for damage or leakage	
	All actuators must be clean and free of dirt	
	Check couplings and closure gaskets under pressure	
	Inspect pressure gauges	
Instrument air compressor 1	Ensure all actuated valves are fully functional	
	Inspect pressure gauges	
	Check couplings and closure gaskets under pressure	
	Inspect all pneumatic lines for damage or leakage	
Instrument air compressor 2	Inspect/top up oil	
	Inspect for overheating or vibration and unusual noises	
	Ensure guard is safe and secure	
	Drain water trap	
De-watering press	Inspect/top up oil	
	Inspect for overheating or vibration and unusual noises	
	Ensure guard is safe and secure	
	Drain water trap	
Sludge feed pump and gearbox	Lubricate and inspect bearings	
	Visual inspection of rollers	
	Visually Inspect all rotating and moving parts	
	Ensure all guards are safe and secure	
Belt press wash water pump and gearbox	Inspect for any leakage or damaged seals	
	Inspect/top up oil level	
	Inspect for overheating or vibration and unusual noises	
	Check coupling and closure gaskets under pressure	
	Inspect pressure gauge readings	
	Ensure guard is safe and secure	
	Inspect for any leakage or damaged seals	
	Inspect/top up oil level	
	Inspect for overheating or vibration and unusual noises	
	Check coupling and closure gaskets under pressure	

Belt press polymeric pump and gearbox	Inspect pressure gauge readings Ensure guard is safe and secure	
Polymeric agitator gearbox	Ensure gearbox has sufficient oil Inspect coupling for any signs of damage Check for any vibration or unusual noises	
Belt press sludge thickening pump and gearbox	Inspect for any leakage or damaged seals Inspect/top up oil level Inspect for overheating or vibration and unusual noises Check coupling and closure gaskets under pressure Inspect pressure gauge readings Ensure guard is safe and secure	
Sugarcane fields irrigation pump and gearbox	Inspect for any leakage or damaged seals Inspect/top up oil level Inspect for overheating or vibration and unusual noises Check coupling and closure gaskets under pressure Inspect pressure gauge readings Ensure guard is safe and secure	
Dosing pumps	Inspect pump for any leakage or damaged seals Inspect hoses for any damage due to chemical	
UV section	Visual inspection for any leaks Audible check for functioning Visual inspection for normal operation	
Control Room	Control room to be kept clean and tidy always. All panels to remain closed under normal operating conditions Inspect control wiring, relays, power supply and timers Verify control circuit fuse rating and continuity	

MONTHLY SERVICE

Asset	Service	Frequency
Aerator	<ul style="list-style-type: none"> Observe gear unit for any unusual vibration or noise. Inspect for overheating. Check oil level in gearboxes. Fill oil if required. 	Monthly

	<ul style="list-style-type: none"> • Check gear units for any leakage or damaged components. Inspect and • repair any defective coupling. • Clean drives where necessary. Clear any debris. • Ensure blades are free of any foreign matter. Ensure even balance along the blades. Inspect for any unusual movement of blades • Inspect guide rails and baffles for any wearing, dirt and foreign matter. • Check and tighten as necessary any loose bolts and nuts. • Inspect, report and repair any leaks or inadequate pipelines. 	
Back Wash Pump	<ul style="list-style-type: none"> • Check and tighten any loose bolts and nuts • Inspect and repair any defective gaskets • Ensure all valves are in a correct working condition • Inspect, report and repair any leaks or inadequate pipelines • Inspect pressure gauge readings • Inspect pump packing • Check pump couplings for any visual wear • Inspect pumps for overheating or vibration and unusual noise. <p>Inspect and repair any loose guard</p>	Monthly
Belt Press	<ul style="list-style-type: none"> • Lubricate and inspect bearings. • Check the v-belt tension and clean. • Inspect gearbox lubrication. • Gearbox to be checked for overheating, vibrations and unusual noises. • Inspect spray nozzles. • Report faults and define follow up work orders as required. 	Monthly
Blower	<ul style="list-style-type: none"> • Inspect and top up oil level on blower if required. • Inspect for overheating, vibration and unusual noises. • Check pipes and fittings for any leakage. • Ensure guard is safe and secure. • Inspect pressure gauge readings. • Check V-belt tension and wear. • Ensure valves of blower are fully functional. • Inspect pressure release valve. • Tighten any loose flange joints. 	Monthly
Compressor	<ul style="list-style-type: none"> • Inspect and top up oil. • Inspect for overheating or vibration and unusual noise. • Inspect pipes and fittings for any leakage. 	Monthly

	<ul style="list-style-type: none"> • Check and tighten v-belts and replace if necessary. • Inspect regulator valve and also check regulator readings. • Inspect pressure gauges and make sure they are in good working condition. • Make sure all moving parts are guarded and guards are secured. • Check all wires and plugs are insulated and report if insulation is required. • Inspect motor and compressor pulley for any wear and tear. <p>Make sure compressor is pressure tested according to Pressure Equipment Regulations and certificates are valid.</p>	
Submersible Pump	<ul style="list-style-type: none"> • Check condition of all panels. Make sure there are no alarms on panels • Visual inspection on all pumps and test run • Check condition and operation on all Mobrey Relays • Ensure that all electrical terminal screws in control panels are secure and tight • Check that all overloads are set correctly. Test all overloads • Clean all control panels. Make sure that contractors are not chattering (noisy) when in operation. • Check and ensure that all drawings are in control panels • Check and test all alarms Confirm communication with IMC • Check operation of all float controls • Check that all locks are fitted on control panels and locked • Ensure that all grids are in place • Record / measure amperage and voltage on panel • Record pump operation hours <p>Record sump level</p>	Monthly

QUARTERLY AND ANNUAL SERVICE

ASSET	Quarterly SERVICE	Annual SERVICE
Belt press	Inspect all belts, tension & clean Inspect spray nozzles Inspect scraper blades Check oil levels in gear motor Inspect & clean parts in prep. Polymer plant	Quarterly service Plus: Check and calibrate speed of electric drive. Clean and test belt filter press.

	Checking of electrical controls Lubricate bearings Inspect all pumps - Sludge feed pumps Polymer dosing pumps Wash water pump Sludge removal pump Check & calibrate speed of drive Clean & test the system Service report	Check the following: Thickening belt Pressing upper belt Pressing lower belt Belt junction clipper seam Spray nozzles for belt washing Sludge thickening pump Heat protection temperature sensors
Archimedean screw: Mechanical screens	Inspect solenoid valve functionality Check for any wear and tear on the screws Make screws are cleared no debris	Check shaft coupling Check balancing and wear on the screws Baffles and guide rails to be cleared Guards to be safe and secured
Submersible pumps: Raw sewage transfer pumps	Check for loose bolts and nuts Inspect pump for any visible damages Inspect pump supporting chains Remove pump for cleaning of waste materials and any foreign objects Check all couplings and closure gaskets under pressure Clean out level probes of any dirt and debris Ensure all valves are in a correct working condition Replace any corroded piping and defective gaskets	Test run pump on the surface Change pump mountings on the chain Remove pump and do oil change Replace gaskets and seals Remove pump, inspect seals and impeller for damages Service pump Inspect and test level probes Test windings
Pumps: Belt Press Pumps (a) belt filter press sludge feed pump (b) belt filter press wash water pump (c) belt filter press polymeric flocculant dosing pump (d) belt filter press sludge thickening pump Filter Pumps (e) Filter Backwash Pump (sand filters feed pumps) (f) Buffer Dam Pump (Centrifugal) (g) Dosing pumps: FeCl ₃ dosing pumps	Info below applies to all pumps listed on the left Inspect all seals and coupling parts Lubricate pump assembly All flanges and gaskets to be checked Inspect bolt and nuts on the structures Guards to be safe and secured Inspect pump packing Check for any vibrations and overheating on the pumps Check oil level and fill if necessary Check for any visible oil leaks Inspect pump for any wear and tear Inspect bearing and lubricate Adjust v-belt tension Clean and remove debris on the strainers Clean air filters Adjust V-belt tension Lubricate assembly Inspect and tightening bolts on the mounting assembly Check for vibration and overheating Inspect pressure relief valves and pressure gauges Ensures valves of a blower are fully functional Clean suction and discharges valves Inspect hoses for any damage or leakage due to chemicals Tighten pump heads and screws Clean chemical tank	Info below applies to all pumps listed on extreme left Check wear and tear on the impeller Test and service non-return valves Replace all gaskets and seal Check windings and record amps on the motor Replace oil Paint piping, fittings, and equipment Inspect bearing and lubricate Inspect and tightening bolts on the mounting assembly All flanges, bolts, coupling parts to be tightened Pressure gauges to be re-calibrated Replace all valves gasket and seals Check motor windings Check and calibrate dosing pumps Replace seals Clean suction and discharges valves Replace product tubes
Air blower: sand filters backwash blower unit	Check oil level and top up Check for oil leaks Check oil Condition (oil change is required when oil is a dark tea color) Check for abnormal operating noise Check/replace filter cartridge in purge gas pressure reducer	Check, inspect, test and service blower

	Check/clean gas ballast filter Check for faults/alarms/temperature at the Frequency Converter (where applicable) Visually check and record cleanliness of area where used	
Gearboxes: (a) effluent dump site macerator unit (b) SBR surface aerators (c) sand filters backwash blower unit (d) belt filter press upper belt (e) belt filter press lower belt (f) belt filter press sludge feed pump (g) belt filter press wash water pump (h) belt filter press polymeric flocculant agitator (i) belt filter press polymeric flocculant dosing pump (j) belt filter press sludge thickening pump	Check/fill oil level of gearbox Clean any dirty drives Inspect and repair any defective gaskets and seals Inspect for overheating, vibration, and unusual noise Inspect and repair any defective coupling Inspect, repair and report any leaks and inadequate pipelines Adjust v-belt tension Check filters and strainers and remove debris and replace where necessary	Service gearbox Check wear and tear on the gears Check wear and tear on the aerator blades Check motor windings Check balancing on the aerator wings Check shaft and pulleys on the couplings Make shaft key is in good condition Clean debris and paint structure for corrosion prevention Tighten any loose bolts and nuts Replace v-belts
Air compressors: instrument air compressor units	Ensure that the automatic drains are in the correct place under the tank Ensure functioning of the two pneumatic panels complete with solenoid valve banks and air service units. Ensure functioning of Butterfly valves with actuators and knife gate valves complete with cylinders Test tubing from the compressors to the panels and the tubing from the panels to the actuators and cylinders Label the solenoid valves correctly	Change v-belts Drain and top up oil Make sure vessels under pressure testing certificate is still valid Replace any damaged and worn fittings in a compressor Service compressor pressure relief valve Inspect motor pulley for any wear and compressor motor windings Pressure gauges to be recalibrated All pneumatic lines to be inspected and replaced

1.4 MONITORING, SAMPLING AND ANALYSIS - WWTP

Quality of effluent

The effluent shall always comply with the quality requirements or standards stipulated in the water use license or permit conditions, as amended from time to time.

The date, time, and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis.

Monitoring

The quantity of effluent discharge into the respective surface streams shall be metered and recorded weekly.

Flow metering, recording and integrating devices shall be maintained in a sound state of repair and calibrated by a competent person at intervals of not more than two years, a copy of which shall be supplied to the respective Contract Manager.

Calibration certificates shall be kept available for inspection by the respective Contract Manager or his representative upon request.

Methods of Analysis

Analysis shall be conducted at a ISO/IEC17025 accredited Laboratory with all methods also accredited. A copy of the accreditation certificate shall be submitted to the respective ACSA Service Manager (Service Manager).

The accredited Laboratory shall not be changed without prior notification to and written approval by the Service Manager ; and laboratory must satisfy the requirements in terms of accreditation.

Reporting

Preliminary results shall be submitted monthly to the Service Manager within ten days of the date of sampling.

The occurrence of any incident, which causes or may cause water pollution, shall immediately be reported to the Service Manager and logged onto ACSA's Helpdesk.

In the event of a deviation from the quantity and or quality of requirements, the Contract Manager must be notified immediately.

COMPLIANCE AND OPERATIONAL DETERMINANTS

The effluent shall always comply with the quality requirements or standards in the water use licence or permit conditions, as amended from time to time.

The date , time and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis

Compliance Determinants

The samples are to be sent to a SANAS accredited laboratory for analysis and results.

Item No.	Determinant	General Limit Values (GLV)	Special Limit Values (SLV)
1	Chemical Oxygen Demand (COD) (mg/l)	75	30
2	Total Suspended Solids (TSS) (mg/l)	25	10
3	Oil and Grease (mg/l)	2.5	0
4	Electrical Conductivity	70 ms/m -150ms/m	50ms/ -100 ms/m
5	PH	5.5-9.5	5.5-7.5
6	Ammonia (NH3) (mg/l)	3	2
7	Nitrates (NO3) (mg/l)	15	1.5
8	Ortho Phosphate (PO4) (mg/l)	10	1 min and 2.5 max
9	Free Residual Chlorine (mg/l)	0.25	0
10	Faecal Coliforms per 100m/l	1000	0
11	E-coli	0	0

Below are the determinations that are tested at the different stages of the treatment process.

STAGE	VARIABLE/DESCRIPTION
PRELIMINARY	
RAW	Total alkalinity
	Orthophosphate (PO ₄) as P
	Ammonium (NH ₄) as N
	Nitrate (NO ₃) as N
	Chemical oxygen demand (COD)
	Electrical conductivity (EC) @ 25°C
	pH @ 25°C
	Total suspended solids (TSS)
	Ammonia (NH ₃) as N
	Oil and grease (SOG)
SECONDARY AND TERTIARY	
FEED AND FINAL ANALYSIS	Total alkalinity
	Orthophosphate (PO ₄) as P
	Ammonium (NH ₄) as N
	Nitrate (NO ₃) as N
	Chemical oxygen demand (COD)
	Electrical conductivity (EC) @ 25°C
	pH @ 25°C
	Total suspended solids (TSS)
	Ammonia (NH ₃) as N
	Oil and grease (SOG)
	Nitrite (NO ₂) as N
	Turbidity
	Free chlorine (Cl ₂)
	Total Chlorine (Cl ₂)
	Combined Chlorine
	E.coli
	Total coliform
	Faecal coliform
RECEIVING ENVIROMENT	
UPSTREAM AND DOWNSTREAM	Electrical conductivity (EC) @ 25°C
	pH @ 25°C
	Chemical oxygen demand (COD)
	Total suspended solids (TSS)
	Ammonium (NH ₄) as N
	Nitrate (NO ₃) as N
	Ammonia (NH ₃) as N
	Orthophosphate (PO ₄) as P
	Oil and grease (SOG)

	E.coli
	Total coliform
	Faecal coliform
	Total alkalinity

Operational Determinants

These samples to be collected and tested at the on-site plant laboratory by the onsite team.

Contractor to ensure that they have all the necessary equipment for testing.

These determinants are to be tested on the final treated effluent.

Frequency: 3 times daily

Item No.	Operational Determinants
1	Total Coliforms (MPN/100ml)
2	Total Residual Chlorine (mg/l)
3	Alkalinity (mg/)
4	Nitrite (NO ₂) (mg/l)
5	Ecoli (MPN/100ml)
6	Nephelometric Turbidity (NTU)

1.5 SPILLAGE

In the event of a spillage taking place, the service provider will be required to have a spillage/emergency procedure for spillage incidents. In addition, they would have to stop/contain the spillage and take measures to rehabilitate the contaminated area. In the event that there is a major spillage, groundwater test and soil analysis are to be conducted.

A spillage incident report which highlights (but not limited to) the following aspects is to be submitted within 24hr of the incident:

Date and time of incident

Cause of incident

Nature of substance involved and quantities

Water resource impacted

Actions taken to stop or contain the spillage

Actions taken to prevent reoccurrence of incident

1.6 STORM WATER SYSTEM

Storm water leaving the premises shall in no way be contaminated by any substance, whether such substance is a solid, liquid, vapor or gas or a combination thereof which is produced, used, stored, or spilled on the premises.

The domestic effluent system and the storm water drainage system shall be separated, and precautions shall be taken to prevent the contents of any of the systems from entering any other system.

No effluent shall be discharged into any storm water drain or furrow, whether by a positive act and/or by omission.

1.7 Protective/cleaning Equipment to be provided by Contractor

Contractor to ensure that all necessary Equipment is at hand to carry out this works.

Below is the minimum requirements:

Personal Protective Equipment

Acid resistant overalls

Gumboots

Rain coat

Cap hat

Protective glasses

Rubber gloves - elbow length

Safety boots

Masks

Wader

Safety Equipment

Safety harness

Approved breathing apparatus

Cleaning Equipment

Wheel barrow

Gardena spray nozzle and hose fitting

Black refuse bags

Broom

3m Swimming pool leaf skimmer

Platform Broom 450mm)

Window squeegee

Bar screen rake

Rags for cleaning

Grass rake

Brush cutter

1.8 VEHICLE

1ton bakkie required that must be in a roadworthy condition.

The bakkie will be used for moving around the different areas that the Contractor will be operating and maintaining. The vehicle shall not be more than 7 years old, shall be fitted with a strobe light and a reflective strap.

1.9 CHEMICALS

All chemicals used in the treatment process should have material safety data sheets.

Contractor shall procure chemicals on behalf of the Employer and shall be reimbursed at cost plus mark up.

SECTION 2: AIRSIDE DUMP SITE FACILITY

The airside dump facility is located on the airside of the airport.

This facility is used to dump the waste from the aircrafts.

The Contractor shall clean the facility two times a week, run the macerator pumps and ensure that the system is operational and in a good condition.

2.1 SCHEDULE OF EQUIPMENT

Item No.	Description	Specification	Quantity	Model
1	Dumping Facility Macerator	Muffin Monster	2	30005-0032

2.2 MONTHLY AND ANNUAL SERVICE

ASSET	SERVICE	SERVICE
	Monthly	Annually
Macerator: effluent dump site macerator unit	Check for loose bolts and nuts Inspect gearbox seals Check for vibration and overheating Ensure there is sufficient oil Lubricate gear box and shredder Clean Macerator shredder Clean, inspect and repair any damages Audible check for correct operation of the pump	Inspect macerator for corrosion, wear and tear Inspect mountings and structural components Clean out structures of debris Service gearbox assembly

SECTION 3: ADDITIONAL SUBMERSIBLE PUMPS

The scope of work includes maintenance of pumps that feed wastewater into the treatment plant and/or sewer line. These pumps are located at northern and southern car rental depot and terminal building basement.

3.1 SCHEDULE OF EQUIPMENT

Item No.	Description	Specification	Quantity	Model
1	Submersible (Basement)	-	2	-
2	Submersible (Car Rental Depot)	-	4	-
3	Vega Submersible pump 0.75kW - 240V (Basement Entry)	0.75 kW	1	WSD20-15-0.75E

3.2 MINIMUM PREVENTIVE MAINTENANCE PROGRAM

Equipment Description	Checks	Frequency
Submersible Pumps	<p>MOTOR</p> <p>Check for bearing noise Inspect shaft seals Check electric motors for loose connections Check that cables are in good conditions and tidy Check valve operation</p> <p>PUMP</p> <p>Check drive couplings on pump Inspect bearings on pumps Check pump seal for leaks Check all drain pipes for leaks</p>	Monthly

SECTION 4: REMOVAL OF DRY SLUDGE

The Contractor shall provide a service of supply of empty drums for dry sludge storage, removal and disposal. The dry sludge comes from the treatment process where solids and liquids are separated. The sludge shall be disposed of in a registered disposal site.

4.1 DETAILED SCOPE OF WORK

Supply of 210L steel drums (including lid and suitable sealing mechanism) & labels for dewatered sludge from South Wastewater treatment plant (WWTP).

The 210L steel Drums supplied must be sealable

Provide trucks for the delivery and removal of drums.

Safe removal and disposal of dewatered sludge from South Wastewater treatment plant at a registered disposal site.

Safe removal of oils and fats from the oil separators

Safe removal of inlet screenings

Provide disposal certificate for all quantities of drums disposed at licensed site.

Provide a suitable Driver who is trained for conveying of dangerous goods by road transport and has a PrDP Driver's Licence.

Ensure that work is done in accordance with Occupational Health and Safety Act.

Ensure that service meets road traffic regulations and all other related and relevant legislation for this service.

Keeping records of drum quantities removed from site and disposed of.

The service shall be on ad-hoc basis and based on availability of drums in the plant.

The number of drums produced depend on the operation of the airport and may vary with each pick up period.

The Contractor will comply with all municipality by-laws, environmental regulations and other relevant legislation.

The contractor will be responsible for all clean-up costs relating to any spillages resulting from actions associated with their service.

4.2 HANDLING AND DISPOSAL

Sewage sludge and other solid sewage waste shall be handled, stored, transported, utilized or disposed of in such a manner as not to cause any odour, flies or other nuisance, any health hazard or secondary pollution.

The Contractor/Service Provider remains solely responsible for the containment, disposal and clean-up of any form of waste that is produced during the term of the contract at KSIA.

Should any monetary value be derived by such disposal then the Contractor/ Service Provider must advise ACSA immediately thereof and the parties will come to an agreement as to what percentage of the benefit ACSA will derive from the disposal

4.3 RESOURCES

Driver that is trained to convey dangerous goods by road.

Truck that is suitable and certified to carry dangerous goods.

Lifting Equipment to load drums into the truck

4.4 DISPOSAL:

Disposal during and after contract period:

The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract.

The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.

A valid disposal certificate must be submitted to ACSA

All disposal must be to a registered site.

CARTING OF EFFLUENT

The sewer system at KSIA is designed with undergrounds pits and has submersible pumps for sewer water processing. This at times fails and necessitates the carting of service to ensure access to mechanical components. The other challenge is the stormwater drain and fuel system chambers that at times fail to prevent water ingress which poses a risk to the functioning of the fuel system

The scope for this section is to cart effluent as well as the pumping of water from the fuel chambers and disposal of such on ad-hoc basis in accordance with environmental and municipal by-laws. This service will be on an as and when needed basis.

ANNEX A**SERVICE LEVEL AGREEMENT****PERFORMANCE OBJECTIVES**

Normal airport operational hours is from 04:00 to 00:00 for every day of the year.

The Normal working hours for this contract will be 24 hours daily
Refer table below for specific staff working hours.

Working hours may change from time to time due to unforeseen circumstances and will be confirmed/amended by the Service Manager.

Minimum Staff Requirements

The Contractor must maintain the following minimum staff per shift at all times and should price accordingly.

Skill	Days per week	Hours
1 x Site Manager/Supervisor	5	Mon-Fri (08:00-17:00)
1 x Millwright	5	Mon-Fri (08:00-17:00),
1 x Technical Assistant	5	Mon-Fri (08:00-17:00)
1 x Process Controller per shift	7	Mon-Sun 24 hours
1 x Assistant Process Controller per shift	7	Mon-Sun 24 hours

*The Contractor must maintain at all times the above minimum staff and should price accordingly.

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislations are adhered to in scheduling staff.

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Contractor must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

MINIMUM QUALIFICATION AND EXPERIENCE

Title	Minimum Qualifications	Experience in year(s)
Site manager	Treatment process controller level 4 OR Wastewater Treatment Practice N4	3-years' experience (after qualification) in wastewater treatment plant operation or water purification processes PLUS
	OR	
	Diploma in chemical engineering or any relevant Diploma in wastewater treatment plant or water purification processes.	Two (2) Years at supervisory or managerial level
Process controller	Treatment process controller level 3 (NQF 3) OR Wastewater Treatment Practice N3 OR Diploma in chemical engineering or relevant diploma in wastewater treatment plant and water purification processes	2 years' experience (after qualification) in wastewater treatment plant operation or water purification processes
Assistant process controller	Matric OR NQF level 2 Treatment process Controllers OR Wastewater Treatment Practice N2 OR N2 in NTC relevant qualifications or higher	N/A
Millwright	Trade Tested Millwright PLUS N3 Electrical or Mechanical Qualification	3 years' experience (after trade test) in maintenance of mechanical or electrical systems/equipment
Technical assistant	N2 Electrical or Mechanical Qualification	N/A

CONTRACTOR PERFORMANCE

AVAILABILITY, MEAN TIME BEFORE FAILURE AND MEAN TIME TO REPAIR

The Contractor must comply with the following minimum system performance benchmarks:

*The Period of performance review shall be Monthly.

Item	Benchmark*
Overall System - Availability	Availability must be a minimum of 99.5% per month.
% of planned maintenance completed per month	100%
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed within 7 working days from date of issuing to contractor – (Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 2 working days from date of issuing to contractor– (Issued by ACSA either by mail or manual collection)

EMERGENCY RESPONSE TIME

ACSA deems an emergency as a situation caused by unforeseen circumstance that may lead to:

Loss of life or injury,
 Reputational harm,
 Financial losses,
 Legal consequences,
 Interruption of essential or Business services and
 Any other relevant consideration

Item Description	Response Time
During Normal Hours	30 minutes
After Hours	45 minutes

GUARANTEES

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

Defect free liability period – preventative maintenance	The defect free period will be no less than the interval between preventative maintenance intervals.
Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

CONTRACTOR ASSESSMENTS AND REVIEWS

Monthly assessment/review shall be done according to the NEC contract.

Safety issues and file reviewed as per Safety department frequency.

Contractor shall be Audited and Assessed the from time to time.

The contractor will be assessed and scored monthly also through the ACSA supplier development system or any other ACSA system.

Contractor must be available for internal/external audit.

THIRD PARTY INSPECTIONS

A Municipal Area Representative will visit the site from time to time to conduct an audit on the operation and compliance of the plant.

LOW SERVICE DAMAGES

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages and any claims directed at ACSA as a result of the equipment being unavailable, will be for the account of the Contractor. The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to(e.g. any authorised ACSA employees and any internal and external audits).

ACSA must notify the contractor in writing of its intention to claim a Low service damages within 30 days of an event or ACSA will lose its right to claim the Low service damages. Should ACSA not claim a Low service damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low service damages for similar future events. Under no circumstances shall a Low service damages be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Low service damages tables

Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

Table A:

Item No.	System Indicators. Overall System Availability per Month	Performance System	Payment presentence
1	99.5%		100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%		2% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%		4% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%		6% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%		8% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
6	90.99% - 89.00%		10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

7	88.99% - 87.00%	12% reduction of monthly maintenance & inspection costs minus any other low services damages included in this contract.
8	86.99% - 85.00%	14% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
9	84.99% - 83.00%	16% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
10	82.99% - 81.00%	18% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
11	80.99% - 80.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
12	79.99% and below	Non-Performance process to be followed

*Any availability less than 80% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

Table B

Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work).	R4 000/month
Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination
Failure to adhere to response time	R2000 per incident
Failure to maintain defect free period	R2000 per incident
Failure to submit spillage report as per agreed timelines	R2000 per incident
Failure to submit Monthly report as per agreed timelines	R2000 per incident
Failure to submit incident report within 24 hours of occurrence	R2000 per incident
Occurrence of a spillage due to negligence of the Contractor	R2000 per incident
Three consecutive non-compliances within on calendar month	R3000 per incident
Audit finding due to poor performance by the Contractor	R2000 per incident
A repeat finding that has not been rectified	R2000 per incident
Improper handling of chemicals	R2000 per incident
Failure to meet desired effluent quality due to poor operation of the plant	R2000 per incident
Failure to complete preventive maintenance as per maintenance schedules	R2000 per incident
Failure to identify and/or report system and/or equipment failure	R2000 per incident

Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of contract. Should the contractor's performance be deemed below satisfactory the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

RISKS

OHS RISKS

#	Department	Tenant Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injuries	Working on heights	Fall protection plan	Fall arrest system (safety harness used for working on height above 2 meter).
2	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Fire hazard, fatalities	Combustion due hydraulic oil heating up	SWP	Remove all flammable material (papers, plastic etc.) around the oil tank area
3	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Injuries, fatalities.	Oil spillage	Procedure	. Contractor to have a spill containment kit to contain the spill
4	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injury	Flying Objects	Procedure	Eye protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file,
5	Operations: M&E	Mechanical	Maintenance of Wastewater Treatment Plant	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	Procedure	Hot work permit be issued prior commencement of work. Fire equipment to be serviceable.
6	Operations: M&E	Mechanical	Maintenance of Wastewater Treatment Plant	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area

7	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Hearing loss	Noise generated from the aircraft	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
8	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injuries	Hand Injury	Training, Procedur e	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.

OPERATIONAL RISKS

Below is a list of internal and external factors which may affect equipment availability and are beyond the contractor's control:

	Type	Comment
External resources	Utilities <ul style="list-style-type: none"> •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit 	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	<ul style="list-style-type: none"> •Outside Operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others(users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material is system 	-No impact to reliability/Maintainability. -Impact on availability from operations view This are some of the occurrences that may not be considered the Normal Operating conditions
Other	<ul style="list-style-type: none"> •Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault Environmental Risk <ul style="list-style-type: none"> • Failure to comply with different environmental legislations may lead to issued non-compliances, fines, reputational damage and legal implication. 	
Spares	Unavailability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	Affect Maintainability

	Typically: It is the responsibility of the Contractor to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime	Affect Maintainability
		The Risk is not sitting with a single owner

ADMINISTRATIVE RISKS

Risk Number	Risk Description
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; contractor will be penalized accordingly
4	Failure to annually present a compliant Tax Clearance Certificate/Tax Pin Code which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
6	Not meeting set MTTR target; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be paid on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation.
14	Any change in the law that is reinforced as per clause X2 in NEC contract (Changes in the law)
15	Failure to report environmental incidents timeously

ADDITIONAL SERVICE INFORMATION

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule always. This may be amended by mutual arrangement between the Employer and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the on-site staff compliment, operation and maintenance regime are sufficient to maintain the service levels and system performance indicators. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Service Manager. Refer to information in this document for the required system performance indicators.

The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in Wastewater Treatment facility Operation and Maintenance activities/procedures. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times . Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free guarantee for a period of 3 months after completion of work.

All work shall be charged according to the Pricing Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly.

The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The Contractor shall ensure that all staff are issued with uniforms that will comply with a minimum requirement (Refer PPE requirements) as agreed with the Service Manager from time to time.

Contingency Plan

Contractor to ensure that a contingency plan is made available in the event of strikes, pandemic effects etc and that airport operations are not affected negatively.

Location of the works

The Works are located at King Saka Airport at South Wastewater Treatment Plant, Airside Dump Facility, Car Rental Depot and Terminal Basement area. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

PROCUREMENT

Requirements

Where Contractors use or quote on spare parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEMs.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement spares.

No casual labour (i.e. “off the street” labour) may be employed by the Contractor unless pre-arranged with the Employer. Whenever this is required, the Contractor shall come to a suitable arrangement with the Employer regarding sourcing and screening of such individuals.

Subcontracting

Should any part of this Contract be subcontracted, the Contractor will be responsible for all work done by subcontractors.

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be from 04:00 to 00:00 for every day of the year. However, working ours for this contract will be 24 hours for the operational staff. The Hours are subject to change based on operational demand.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance, and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

Assisting with emergency repairs

Assisting with airport operations

Re-scheduling of work to accommodate other contractors

Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems

Pointing out services to consultants or other contractors

Providing access to other contractors

Removing rubble and/or equipment from site

Providing of system data and/or statistics to ACSA
Recommending improvements on maintenance procedures
Recommending improvements on operational procedures
Co-operating with ACSA Security relating to security issues
Safe / legal disposal of used and irreparable spares

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Environment

The Contractor will keep noise and dust and air pollution levels to a minimum. At no time, shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:

allow any pollutive or toxic substance to be released into the air or storm water systems
interfere with, or put at risk, the functionality of any system or service
cause a fire or safety hazard

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Key personnel

Contractor must ensure that they comply with the minimum Key Personnel requirements. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff's leave shall be reported and agreed with the Service Manager.

Personnel Leave / Continuity of Service

During any personnel's leave period or absence for any reason, a replacement will be provided at the Contractor's own cost.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. 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.

Electronic payments

The Contractor should arrange with the Employer's finance department for making all payments electronically.

Daily records

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

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 reports on:

1. Effluent Quality Report
2. System availability (averaged per week)

3. Maintenance work (including % of scheduled maintenance work completed)
4. Daily checks performed
5. Maintenance plan for the next month
6. The latest spares inventory
7. Asset register up to date including equipment data
8. Root cause analysis records
9. Safety/Environmental or legislative issues and compliance
10. Outstanding maintenance issues

The Contractor shall keep copies of all reports and records for a period of 5 years after the contract has ended.

All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

The Contractor shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against the Employer if a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses – where applicable.

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Health and safety

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager. The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work – obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. Care must also be taken to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type, model, and frequency range as approved by the ACSA IT department.

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades, and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

Organization and Staff of the Contractor

Competence and Conduct of Workmen and Supervisory Staff

The Contractor shall employ persons that are competent and efficient in their specific trades and callings. Airports Company South Africa Limited may object to and require the Contractor to remove from site any person employed by the Contractor who, in the opinion of Airports Company South Africa Limited, misconduct's himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be employed under this contract again.

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have competence and abilities equal to or better than that of the personnel they replace.

Reliability

The Contractor shall take all reasonable measures to safeguard performance and quality.

Safety and Convenience of Airport

The Contractor shall protect the site properly and shall so arrange his operations that minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

Electricity and Water

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water.

Access to Available Drawings and Records

Airports Company South Africa Limited shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.

Shutdown and Access to Equipment

Airports Company South Africa Limited, at the request of the Contractor, shall arrange for necessary shutdowns of services and access to equipment to facilitate the execution of the Works wherever possible if required during night working hours. However, it should be noted that airport operations would be given priority in this regard.

Delivery of Materials and Equipment

Notices of Intention to Deliver

No plant or Contractor's equipment shall be shipped or delivered to the Site until permission has been obtained by the Contractor from Airports Company South Africa Limited that these may be delivered. The Contractor shall be responsible for the reception at the Site of all plant, materials and Contractor's equipment delivered for the purposes of the works.

Notes:

1. Hot works can only be carried out after a Hot Works permit is issued by ACSA.
2. Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.
3. Contractor to provide PPE that is identifiable.
4. Housekeeping should be maintained at all times.

Approvals:

- Site Approvals - The contractor will require approvals as follows prior to working on site:-
 - Permit office for Permits (vehicles/individuals) and Parking.
 - Safety department for safety file approval and permit to work.
- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts/Service Manager.

Disposal Requirements

- Disposal during and after contract period:
 - The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract.
 - The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.
- A valid disposal certificate must be submitted to ACSA

NON-CONFORMANCE

Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.

These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note:

- All parties shall ensure that no delays are caused in the above chain of events.
- The shaded areas are to be completed by the Contractor's representative

ACSA SERVICE & MAINTENANCE CONTRACTORS

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

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

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

PART C4

SITE INFORMATION

Site Location

The service site is King Shaka International Airport which is a National Key Point.

General Site Conditions

Temperature (Min - Max)	10.6°C to 27.2°C
Relative Humidity	85%
Wind	10km/h
Elevation	93 m ASL
Coordinates	29°37.0'031°6.5'E

The contractor is required to comply to all Airport safety regulations and no work shall commence until the safety file has been approved and permit to work issued.

All works to be carried out according to necessary Legislation, South African National Standards (SANS), ACSA rules etc governing the site and works.

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

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

FOR SERVICE PROVIDER

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