

BID DOCUMENT

FOR

CONTRACTOR APPOINTMENT FOR MAINTENANCE AND REPAIRS OF PASSENGER LOADING BRIDGES, GROUND POWER UNITS AND AIRCRAFT DOCKING SYSTEM FOR A PERIOD OF THREE YEARS AT KING SHAKA INTERNATIONAL AIRPORT.

Bid Reference Number: KSIA7116/2023 /RFP

MONTH JULY 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	

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited invites tenders for the contractor appointment for Maintenance and Repairs of Passenger Loading Bridges, Ground Power units and Aircraft Docking system for a period of three years at King Shaka International Airport for a period of Three years.

Only tenderers who are a CIDB contractor grading of 3ME or higher as stated on the Tender Data may submit tender offers.

Tender Document Availability

Tender document are available from 18 **July 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 7 August 2023

Compulsory Briefing and Non-Compulsory Site Inspection

A Compulsory briefing or clarification meeting with representatives of the Employer will take place on 26 July 2023 starting at 10 A.M.

BRIEFING SESSION VENUE (26/7/2023 10 A.M.)

Airports Company SOC Ltd
King Shaka International Airport
La Mercy
MSO Building
Reception
Ground Floor
Outside Terminal Building
Near Pickup Zone

Non-Compulsory Site meeting/inspection. **SAME VENUE AS ABOVE**

Date: 26 July 2023
Time: 10 A.M.



Requirements: PPE, Original Identity document and payment of R179.55 Vat Inclusive. Non-Refundable

Closing Date 17 August 2023 at 11 A.M.

The closing time for receipt of tenders is 17 August 2023 at 11 A.M. (South African Time). Tenders must be placed inside the **Tender Box at the Airport as detailed below:**

Airports Company SA SOC Ltd

King Shaka International Airport
La Mercy
MSO Building (Multi Storey Office Block)
Ground Floor
Reception
Outside Terminal Building
Near Pickup Zone

Tender box:

The Tender box is located at:

King Shaka International Airport
La Mercy
MSO Building (Multi Storey Office Block)
Ground Floor
Reception
Outside Terminal Building
Near Pickup Zone
OFFICE HOURS 8am – 3pm
CLOSED ON THE WEEKENDS AND PUBLIC HOLIDAYS

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 Price List</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 (SCM Representative)</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 tenderers</p>

	<p>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>Location of tender box: Airports Company SA SOC LTD</p> <p>Physical address: King Shaka International Airport La Mercy MSO (Multi Story Office) Building Ground Floor Reception Near Pick Up Zone Outside Terminal Building Monday to Friday, from 8 a.m. – 3 pm. Closed on Weekends and Public Holidays.</p> <p>Identification details: Bid Ref. No: KSIA7116/2023 /RFP</p> <p>Title: CONTRACTOR APPOINTMENT FOR MAINTENANCE AND REPAIRS OF PASSENGER LOADING BRIDGES, GROUND POWER UNITS AND AIRCRAFT DOCKING SYSTEM FOR A PERIOD OF THREE YEARS AT KING SHAKA INTERNATIONAL AIRPORT</p> <p>Closing Date: 17 August 2023 Time 11 A.M.</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for Twelve 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</p>

	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.
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	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. Public opening Venue is Ushaka Board Room on 17 August 2023 11 A.M. Please wait at Reception Ground Floor
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; b) omissions made in completing the pricing schedule or bills of quantities; or 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 (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: 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.</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></tr><tr><td>Test for Responsive ness As per Clause C3.8</td><td>Mandatory Requirements</td><td>Evaluate on functionalit y or the technical aspect of the bid.</td><td>Evaluate price and Preference .</td><td>Post tender negotiations .</td><td>Security Vetting(If necessary)</td></tr></table>	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Evaluate on functionalit y or the technical aspect of the bid.	Evaluate price and Preference .	Post tender negotiations .	Security Vetting(If necessary)
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6								
Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Evaluate on functionalit y or the technical aspect of the bid.	Evaluate price and Preference .	Post tender negotiations .	Security Vetting(If necessary)								

Stage 1 Test for responsiveness as outlined by the clause C3.8 above.

Stage 2 Mandatory Administration Criteria

- (a) Completed in full and signed Form of offer C1.1.
- (b) Only tenderers who are a CIDB contractor grading of **3ME** or higher.
- (c) Bidders must complete and acknowledge Bidder's Disclosure form SBD4.
- (d) Attendance to Compulsory Briefing Session.

Stage 3 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 criteria will be as follows:

Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of 61 threshold points on the functional stage will not be considered further in the evaluation.

Functionality Evaluation Criteria			
	Evaluation Area	Maximum Points	Minimum Threshold
	Qualification	45	28
	Site Manager	20	15
	Mechanical Artisan	10	5
	Electrical Artisan	10	5
	OR		
	Millwright	20	10
	Technical Assistant	5	3

		Key Personnel Experience	45	28		
		Site Manager	20	15		
		Mechanical Artisan	10	5		
		Electrical Artisan	10	5		
		OR				
		Millwright	20	10		
		Technical Assistant	5	3		
		Company Experience	10	5		
		Reference Letters	10	5		
			100	61		
<p>Please refer to page 66 of 163 for CVs of Key Personnel</p> <p>Please refer to page 68 of 163 for Qualifications of Key Personnel</p>						
		Role	Qualification	Score		
		Site Manager	Instrumentation and control/Electrical/Mechanical/Millwright Trade test PLUS NQF Level 6 Qualification	20		
		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.	OR Degree (NQF7) in Mechanical/Electrical Engineering			
			Instrumentation and control/Electrical/Mechanical/Millwright Trade test	15		
			Neither of the above	0		
		Maximum Score		20		
		Minimum Score		15		
NB: All minimum threshold per resource must be met to be evaluated further.						
		Role	Qualification	Score		
		Mechanical Artisan	Fitting trade test PLUS (NQF level 5 or higher Mechanical Qualification)	10		
		Please provide: Comprehensive CVs for each member of the team to demonstrate technical skills and projects	Fitting trade test	5		

	worked on. Please ensure that the correct supporting CV is included in the submission	Neither of the above	0
	Maximum Score		10
	Minimum Score		5
	<i>NB: All minimum threshold per resource must be met to be evaluated further</i>		
	Role	Qualification	Score
	Electrical Artisan 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	Electrical/Instrument and control trade test PLUS (NQF level 5 or higher Electrical/Instrument and control trade test Qualification)	10
		Electrical/Instrument and control trade test	5
		Neither of the above	0
	Maximum Score		10
	Minimum Score		5
	<i>NB: All minimum threshold per resource must be met to be evaluated further</i>		
	Role	Qualification	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	Millwright Trade Test PLUS (NQF level 5 or higher Electrical/Instrument and control/Mechanical trade test Qualification)	20
		Millwright Trade Test	10
		Neither of the above	0
	Maximum Score		20
	Minimum Score		10
	Role	Qualification	Score
	Technical Assistant 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	N3 or higher Mechanical/Electrical Qualification	5
		N2 Mechanical/Electrical Qualification	3
		Neither of the above	0
	Maximum Score		5

Minimum Score		3
<i>NB: All minimum threshold per resource must be met to be evaluated further</i>		
Years of Experience – 30 (Proof of similar or relevant experience should be included in the resources' CV)		
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	5 years' post qualification experience PLUS 4 years' experience as a supervisor/manager in an engineering environment	20
	Min 4 years' post trade experience PLUS 3 years' experience as a supervisor/manager in an engineering environment	15
	Less than three (3) years' experience	0
	Maximum Score	20
Minimum Score		15
<i>NB: All minimum threshold per resource must be met to be evaluated further.</i>		
Role	Experience	Score
Mechanical Artisan 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	4 or more years' post trade test experience and at least 2 years must be in the maintenance of PLBs	10
	Min 3 years' post trade test experience and at least 1 year must be in the maintenance of PLBs	5
	Less than three years' experience	0
	Maximum Score	10
Minimum Score		5
<i>NB: All minimum threshold per resource must be met to be evaluated further.</i>		
Role	Experience	Score
Electrical Artisan Please provide: Comprehensive CVs for each member of the team to demonstrate	4 or more years' post trade test experience and at least 2 years must be in the maintenance of PLBs	10
	Min 3 years' post trade test experience and at least 1 year must be in the maintenance of PLBs	5

	technical skills and projects worked on. Please ensure that the correct supporting CV is included in the submission	Less than three years' experience	0
	Maximum Score		10
	Minimum Score		5
	<i>NB: All minimum threshold per resource must be met to be evaluated further</i>		
	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	4 or more years' post trade test experience and at least 2 years must be in the maintenance of PLBs	20
		Min 3 years' post trade test experience and at least 1 year must be in the maintenance of PLBs	10
		Less than three years' experience	0
	Maximum Score		20
	Minimum Score		10
	Role	Experience	Score
	Technical Assistant 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	2 Years' experience in maintenance of mechanical/electrical equipment	5
		1 Year experience in maintenance of mechanical/electrical equipment	3
		Less than 1 Year experience	0
	Maximum Score		5
	Minimum Score		3
	<i>NB: All minimum threshold per resource must be met to be evaluated further</i>		

Company Experience (10)

Proof of previous work of at least two (2) references of the tendering entity where maintenance in a mechanical engineering field was previously done and completed submitted on the client's letterhead, describing the type of work, quality of work and reference number.

Criteria	Sub-Criteria	Score
Bidder to provide a minimum of two reference letters	Three or more letters provided	10
	Two reference letters provided	5
Maximum Score		
Minimum Score		

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

Certificates of Completion and or signed Client Reference Letters with proof of Contract Values or Proof of Contract Values of Previous Projects Completed must be attached. References to include contact details of the previous client/s.

PLEASE REFER TO THE FOLLOWING FORMS:

Form A8 Previous Projects completed page 42 of 163

Form A7 Client Reference letters of previous Projects completed page 41 of 163

Form A6 Completion certificate of Previous Projects Page 40 of 163

Tenderers Recent experience Page 38 of 163

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 and 90/10 for bids with the rand value above R50 million (Delete what is not applicable in terms of estimated budget). A maximum of 80 or 90 points is allocated for price based on the following formulae (delete formula not applicable):

$$80/20 \quad \text{or} \quad 90/10$$

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

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 Bidder 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>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 tenderer; or • The contents of the tender returnable which are to be included in the contract.
C.3.12	<p>Insurance provided by the employer.</p> <p>Refer to Contract Data</p>
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> 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.

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. (BBBEE Not Applicable)

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

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

KING SHAKA INTERNATIONAL AIRPORT

BID REF. No: KSIA7116/2023/RFP

**Title. CONTRACTOR APPOINTMENT FOR MAINTENANCE AND REPAIRS
OF PASSENGER LOADING BRIDGES, GROUND POWER UNITS AND
AIRCRAFT DOCKING SYSTEM FOR A PERIOD OF THREE YEARS AT KING
SHAKA INTERNATIONAL AIRPORT.**

Part T2: Returnable Documents

T2.1: List of Returnable Document

T2.2: Returnable Schedules



AIRPORTS COMPANY SOUTH AFRICA

KING SHAKA INTERNATIONAL AIRPORT

BID REF. No: KSIA7116/2023/RFP

TITLE: CONTRACTOR APPOINTMENT FOR MAINTENANCE AND REPAIRS OF PASSENGER LOADING BRIDGES, GROUND POWER UNITS AND AIRCRAFT DOCKING SYSTEM FOR A PERIOD OF THREE YEARS AT KING SHAKA INTERNATIONAL AIRPORT.

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 (. If Applicable)	
	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) Mandatory Requirement	
	C1: Compulsory Enterprise Questionnaire	



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

T2.2: RETURNABLE SCHEDULES

FORM A1. Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I,

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail

telephone number

fax number.....

visited the compulsory brief session held on date.....

Signed		Date	
Name		Position	



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

Signed by ACSA
Representative:

Johnson Mji

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 KSIA7116/2023/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 six **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 two projects, each with a contract value of **R600 000 (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 two (2) 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 two (2) 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			

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:

.....
.....

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.



3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

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)

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.
- b) **The 80/20 preference point system** will be applicable in this tender.
- 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	80
SPECIFIC GOALS / PREFERENCE	20
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 PREFERENCE POINT SYSTEMS

A maximum of 80 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

:

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

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.

.....	
	SIGNATURE(S) OF TENDERER(S)
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>
--	-------------------------------------

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.

3. 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

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.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 A13: 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 or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
 - 4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and
 - 4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information.



The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
 - 5.2.1 where copies of the confidential Information are held;
 - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
 - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **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 : *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.
- Valid affidavit for EME or QSE

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

1. Valuation of preference points is based on tenderer's B-BBEE verification certificate for Construction Sector:
 - 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	
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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 • Project rules • Specific task rules 		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans?		
	Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		

6	RISK MANAGEMENT		YES	NO
6.1	Have the following, involved in the execution of your work, been identified?			
	<ul style="list-style-type: none"> Hazards affecting health and safety? 			
	<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?			
	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		
		YEAR1	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	
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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:</p> <p>2020:</p> <p>2021:</p> <p>2022:</p> <p>5. Management and Manpower Resources</p> <p>Supervisors:</p> <p>Labourers:</p> <p>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:</p> <p>Own workshop/stores (location):</p>
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Signed		Date	
Name		Position	

Tenderer	
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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:

TITLE OF PROJECT: MAINTENANCE AND REPAIRS OF PASSENGER LOADING BRIDGES, GROUND POWER UNITS AND AIRCRAFT DOCKING SYSTEM. REF KSIA7116/2023/RFP

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

Maintenance and Repairs of Passenger Loading Bridges, Ground Power Units and Aircraft Docking System

Contents:

No of pages

Part C1 Agreements & Contract Data

[•]

Part C2 Pricing Data

[•]

C1.1 Forms of Offer and Acceptance

Offer

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

MAINTENANCE AND REPAIRS OF PASSENGER LOADING BRIDGES, GROUND POWER UNITS AND AIRCRAFT DOCKING SYSTEM

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.

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 Bidder 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,
King Shaka International Airport
King Shaka Drive
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
	and secondary Options:	W1: Dispute resolution procedure
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X20: Key performance indicators
		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
	Tel No.	032 436 6000
10.1	The <i>Service Manager</i> is:	TBA
	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	The Maintenance of passenger loading bridges, ground power units and aircraft docking system 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
- 1 Risk of financial loss and/or injury of 3rd parties due to the proximity of the service (or of persons providing the service) to all airport users
 - 2 Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects
 - 3 Work with flammable and toxic gases

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
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	8 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	Thirty-Six (36) Months 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 1st and 15th 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	(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies

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 <i>Employer's</i> property, Plant and	Refer to section C1.5 Insurance Schedule

	Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> 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	<p>Both parties have right to terminate.</p> <p>The Party wishing to terminate initiates procedure by notifying the SM and giving his reasons. If SM is satisfied that the Party giving the notice has provided reasons which are valid under the Contract, the SM issues a termination certificate.</p>																								
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																								
<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </tbody> </table>			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
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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	Not applicable to this contract
X2	Changes in the law	No data is required for this secondary Option
X17	Low service damages	As per the Service Information (C3) – Annex F section 6
X17.1	The <i>service level table</i> is in	The Service Information, Annex F
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	<p>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.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability,

		<ul style="list-style-type: none"> - 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”.
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.
- Z18.4 Any availability less than 80% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

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 (Annex F)
1	SITE MANAGER	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	MILLWRIGHT	
	Name:	
	Qualifications relevant to this contract	

Experience

3 MECHANICAL ARTISAN

Name:

Qualifications relevant to this contract

Experience

4 ELECTRICAL ASRTISAN

Name:

Qualifications relevant to this contract

Experience

5 TECHNICAL ASSISTANT

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

1. Unavailability of Spares

2. Flight Delays due to faulty Bridge

3. Travelling Public

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: King Shaka Drive La Mercy

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

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
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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 OHSAct 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.”

C2.1 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 *price list* 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 *Contractor* has completed and

where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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

The following Activity Schedule is provided “as-is” for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

PRICING DATA

CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES

NOTE:

All rates for all activities 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
(06:00 – 22:00)

PRICING SCHEDULE A: MAINTENANCE COST

Maintenance cost to include cost of PPE, Consumables and tools.

Operating hours may change due to operational demand and will be communicated by the Service Manager

Item	Item Description	Rate/hour	Hours per day	Days per month	Monthly Cost	Yearly Cost
1.	Site Manger	R	8	22		R
2.	Millwright	R	16	31		R
	OR					
	Mechanical Artisan	R	16	31		R
	Electrical Artisan	R	16	31		R
3.	Technical Assistant	R	16	31		R
TOTAL						R

Days are estimated at 22 for the site manager and 31 for the artisans for the purpose of pricing, however the Contractor will claim for the number of days worked in a month.

Bidder to provide a rate for the position and not a single resource. To cover the hours required for this contract daily, bidder to provide enough resources per position to ensure that labour regulations in terms of rest days/hours are adhered to. Bidder to also take into account the number of resources per position they will be proposing when pricing.

PRICING SCHEDULE B: PROVISIONS

Item	Description	Total Cost (Once Off)
1.	Permits (Including Vehicle Permit and Airside Induction Training Costs)	R 10 000.00
2.	Safety File	R 5 000.00
3	Condition Analysis	R 65 000.00
4	Load Testing	R20 000.00
5	Rust Treatment	R25 000.00
6	Provision for Task Orders	R10 000.00
Total		R

Notes,

Permit costs shall be paid on proven costs. The contractor cannot charge markup on permit costs

PRICING SCHEDULE C: Provision for Spares(Including Mark Up) (Annual Costs)**Bidder to complete**

Value of Item or Services	**Mark-up (Contractor to fill in) (Y)	Spares amount for budget purposes *Z*	Total mark-up values to be budgeted- (Contractor to fill in) = (*Z* x Y) + Z
R0 - R2,000	%	R50 000.00	R
R2,001 - R5,000	%	R130 000.00	R
R5,001 - R10,000	%	R130 000.00	R
R10,001 - R50,000 and above	%	R200 000.00	R
Sub-total C (Third party Mark-up) (Note: Should be part of the form of offer and acceptance)			R

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

**The inserted amount *Z* are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*

***The mark-up will be applicable to the total of the third-party quotation not on a single line items in a quotation.*

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

PRICING SCHEDULE D: Provision for Office Rental

Item	Description	Total Cost (Annual)
1.	Office Rental @ R5400 per month (updated rate)	R 64 800
Total		R64 800

This is a provisional cost for office rental, it can only be claimed if paid to the property department. It will only be paid on proven cost.

Pricing Schedule E: Once off Project Work

Description	
Modification of Passenger Loading Bridges	R 3 450 000.00
Replacement of PBB Mechanical Small Items	R300 000.00
Replacement of PBB Mechanical Small Items	R300 000.00
Replacement of PBB Mechanical Small Items	R300 000.00
TOTAL	R4 350 000.00

Contract value

Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA 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 Schedule as provided above.

Pricing Schedule F: Summary Pricing Schedule

Description		Price
A	Annual Maintenance	R
B	Permits and Safety File	R125 000
C	Provision for Spares (Inclusive of mark up)	R
D	Provision for office Rental	R64 800
Total (Year 1)		R
Year 2 = Year 1 x 7% + (Year 1)		R
Year 3 = Year 2 x 7% + (Year 2)		R
Total(Y1 + Y2 + Y3)+ Pricing Schedule E		R
VAT (15%)		R
Total Inclusive of VAT and CPI		R
(This total to be carried over to the form of offer and acceptance). Page 76 of 163		

For the purpose of this bid, CPI is estimated at 7%, however the CPI applicable at the anniversary of the contract will be used.

Pricing Schedule F: Call Out Rates

Item	Description	After hours (R/hour)	
		After Hours Including Saturday	Sunday/public holiday
1	Site Manager		
2	Millwright		
3	Artisans		
4	Technical Assistant		

Pricing Schedule F is not to be included in the Pricing Summary, it is only for call outs and ad-hoc works

C3 Service Information

DESCRIPTION OF THE WORKS

Executive overview

The objective of this business case is to ensure that King Shaka International Airport is equipped with a suitable service provider that will maintain and repair passenger loading bridges, ground power units and aircraft docking system for a period of 36 months in a sustainable manner and at a lowest cost while ensuring compliance to general safety and aviation related legislation. The scope of work includes condition assessment of equipment, load testing and rust treatment. The contractor shall also be responsible for the supply of spares.

The scope also of works includes the following once-off projects:

- Modification of Passenger Loading Bridges
- Replacement of PBB Mechanical Small Items
- Replacement of PBB Mechanical Small Items
- Replacement of PBB Mechanical Small Items

Employer's requirements for the service

The Contractor shall maintain passenger loading bridges, ground power units and aircraft docking system at King Shaka International Airport that are located on the aprons on the airside. The Contractor will be appointed directly by Airports Company South Africa. All work to be done by a competent team that includes a site manager, artisans, and technical assistants. The work shall include preventive maintenance, corrective maintenance, fault finding and reporting. The target equipment availability shall be 99.5%, failure to achieve this availability may attract low service damages

Extent of the works

The Contractor shall be fully responsible for meeting all requirements in this document regarding the Works.

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor shall be fully responsible for obtaining (and keeping up to date with) said requirements.

Where, such a need is mutually agreed between the Contractor and the Employer, the Contractor shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by the Employer. The Contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

The Contractor shall 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 – as stipulated in the Annexes. 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 and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. 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 Contract Manager. Refer to the Annexes for the required system performance indicators.

The Contractor shall 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 passenger loading bridges maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and their permit returned to and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. 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 Activity 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 shall 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. All spares will be charged according to the Activity Schedule. The Employer shall provide the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation.

The Contractor shall 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 maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are safety shoes and a uniquely numbered reflective jacket (for easy identification via CCTV).

Location of the works

The Works are located at King Saka Airport at the aprons – in controlled areas. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures

Requirements

The Contractor shall respect OEM warranties to the Employer when procuring spare parts, products, or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are always adhered to.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or 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 OEM's.

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.

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 22:30 for every day of the year.

As a minimum requirement, the Contractor shall roster scheduled preventative maintenance activities.

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, at least, to the requirements of the annexures (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
- Checking on other contractors in order to reduce risk to passenger loading bridges
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of check-in of passenger loading bridges staff
- 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 shall 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 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

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. 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 staffs' leave shall be reported and agreed with the Service Manager.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management, risk reduction meetings 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 monthly reports on:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Asset register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance issues

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

Permits

The Contractor shall be compensated for costs relating to the Employer's required permits, however, not for labour/time spent in obtaining it.

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

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

The following table is provided for illustration purposes, not all permits listed may be required for this service:

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.

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Equipment commissioning dates	Annex B
Equipment life span	Annex C
Site information	Annex D
Risk assessment	Annex E
Service Level Table	Annex F
OHS Act Appointment by Contractor	Annex G
Minimum Maintenance Programme	Annex H
Environmental Terms and Conditions	Annex I
Maintenance of Passenger loading Bridges Spares List	Annex J
ACSA maintenance procedure for Passenger loading Bridges - D080 029M. (Available on Request)	Annex K
Passenger loading bridges – standard operating procedure. (Available on Request)	Annex L
Maintenance of Passenger Loading Bridges – Electrical lockout procedure. (Available on Request)	Annex M
King Shaka International Airport – operating instruction for PLBs. (Available on Request)	Annex N
Passenger Loading Bridges - Fire Emergency procedure. (Available on Request)	Annex O
IMC procedure. (Available on Request)	Annex P
Internal and external factors outside the contractor's control	Annex Q
ACSA Inventory management procedure: (Available on Request)	Annex R

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
PBB	Passenger Boarding Bridge
PLB	Passenger Loading Bridge
GPU	Ground Power Units
OEM	Original Equipment Manufacturer
PLC	Programmable Logic Controller
SCADA	Supervisory Control AND Data Acquisition
ADS	Aircraft Docking System
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety, Health and Environment
MTTR	Mean Time To Repair
MTBF	Mean Time Before Failure

ANNEX A**SCHEDULE OF EQUIPMENT**

Item	Item Description	Location
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Passenger Loading Bridges Number	Manufacturer	Make	Type	
A5	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A6	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A7	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A8	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A9	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A10	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A11	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A12	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A13	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A14	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A15	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
A16	Thyssenkrupp	Nose Loader	NL 14/10	Alpha Apron
C2	Thyssenkrupp	Apron Drive	TB 45 / 26.5 - 2	Charlie Apron
C3	Thyssenkrupp	Apron Drive	TB 45 / 26.5 - 2	Charlie Apron
C5	Thyssenkrupp	Apron Drive	TB 45 / 26.5 - 2	Charlie Apron
C6	Thyssenkrupp	Apron Drive	TB 45 / 26.5 - 2	Charlie Apron

Item	Item Description			Location
Ground Power Unit	Manufacturer	Make	Type	
A1	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron

A2	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A3	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A4	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A5	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A6	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A7	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A8	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A9	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A10	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A11	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A12	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A13	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A14	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
A16	AXA Power	AXA 220	3PBB-200/260-N	Alpha Apron
C2	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
C3	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
C5	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
C6	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
	AXA Power	AXA 220	3PBB-200/260-N	Charlie Apron
B1	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
B2	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
B3	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
B4	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
B5	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
B6	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron

B7	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
B8	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
B9	AXA Power	AXA 220	3PBB-200/260-N	Bravo Apron
D2	AXA Power	AXA 220	3PBB-200/260-N	Delta Apron
	AXA Power	AXA 220	3PBB-200/260-N	Delta Apron
D5	AXA Power	AXA 220	3PBB-200/260-N	Delta Apron
	AXA Power	AXA 220	3PBB-200/260-N	Delta Apron

Item	Item Description			Location
Aircraft Docking System	Manufacturer	Make	Type	
A5	Safegate	Safedock	SDK3-9	Alpha Apron
A6	Safegate	Safedock	SDK3-9	Alpha Apron
A7	Safegate	Safedock	SDK3-9	Alpha Apron
A8	Safegate	Safedock	SDK3-9	Alpha Apron
A9	Safegate	Safedock	SDK3-9	Alpha Apron
A10	Safegate	Safedock	SDK3-9	Alpha Apron
A11	Safegate	Safedock	SDK3-9	Alpha Apron
A12	Safegate	Safedock	SDK3-9	Alpha Apron
A13	Safegate	Safedock	SDK3-9	Alpha Apron
A14	Safegate	Safedock	SDK3-9	Alpha Apron
A15	Safegate	Safedock	SDK3-9	Alpha Apron

A16	Safegate	Safedock	SDK3-9	Alpha Apron
C2/C3	Safegate	Safedock	SDK3-9	Charlie Apron
C5/C6	Safegate	Safedock	SDK3-9	Charlie Apron

Equipment Commissioning Dates

	Loading Bridges A5-A16	Loading Bridges C2-C6	GPUs	ADS A5- A16
May 2010		May 2010		
	May 2010			
			May 2010	
				May 2010

Equipment Life Span

Passenger Loading Bridges Number	Location	Life Span
A5	Alpha Apron	20 Years
A6	Alpha Apron	20 Years
A7	Alpha Apron	20 Years
A8	Alpha Apron	20 Years
A9	Alpha Apron	20 Years
A10	Alpha Apron	20 Years
A11	Alpha Apron	20 Years
A12	Alpha Apron	20 Years
A13	Alpha Apron	20 Years
A14	Alpha Apron	20 Years
A15	Alpha Apron	20 Years
A16	Alpha Apron	20 Years
C2	Charlie Apron	20 Years
C3	Charlie Apron	20 Years
C5	Charlie Apron	20 Years
C6	Charlie Apron	20 Years

Item	Location	Life Span
Ground Power Unit		
A1	Alpha Apron	20 Years
A2	Alpha Apron	20 Years
A3	Alpha Apron	20 Years
A4	Alpha Apron	20 Years
A5	Alpha Apron	20 Years
A6	Alpha Apron	20 Years
A7	Alpha Apron	20 Years
A8	Alpha Apron	20 Years
A9	Alpha Apron	20 Years
A10	Alpha Apron	20 Years
A11	Alpha Apron	20 Years
A12	Alpha Apron	20 Years
A13	Alpha Apron	20 Years
A14	Alpha Apron	20 Years
A16	Alpha Apron	20 Years
C2	Charlie Apron	20 Years
	Charlie Apron	20 Years
C3	Charlie Apron	20 Years
	Charlie Apron	20 Years
C5	Charlie Apron	20 Years
	Charlie Apron	20 Years
C6	Charlie Apron	20 Years
	Charlie Apron	20 Years
B1	Bravo Apron	20 Years

B2	Bravo Apron	20 Years
B3	Bravo Apron	20 Years
B4	Bravo Apron	20 Years
B5	Bravo Apron	20 Years
B6	Bravo Apron	20 Years
B7	Bravo Apron	20 Years
B8	Bravo Apron	20 Years
B9	Bravo Apron	20 Years
D2	Delta Apron	20 Years
	Delta Apron	20 Years
D5	Delta Apron	20 Years
	Delta Apron	20 Years

Item	Location	Life Span
Aircraft Docking System		
A5	Alpha Apron	20 Years
A6	Alpha Apron	20 Years
A7	Alpha Apron	20 Years
A8	Alpha Apron	20 Years
A9	Alpha Apron	20 Years

A10	Alpha Apron	20 Years
A11	Alpha Apron	20 Years
A12	Alpha Apron	20 Years
A13	Alpha Apron	20 Years
A14	Alpha Apron	20 Years
A15	Alpha Apron	20 Years
A16	Alpha Apron	20 Years
C2/C3	Charlie Apron	20 Years
C5/C6	Charlie Apron	20 Years

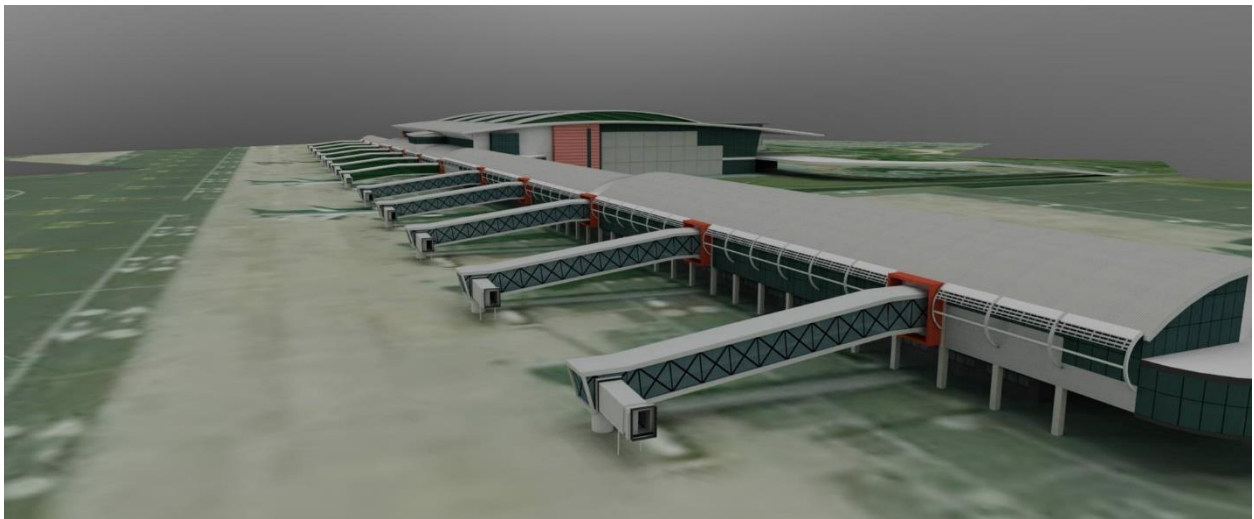
Site Information

Description

The *services* are situated on the airside of King Shaka International Airport, the services taking place on the aprons within the boundary limits of King Shaka International Airport.

General Site Conditions

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



ANNEX E

Risk assessment**OHS Risks**

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Maintenance of PLBs	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	Maintenance of PLBs	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	Maintenance of PLBs	Injuries, fatalities.	Oil spillage	Procedure	ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC.
4	Operations: M&E	Mechanical	Maintenance of PLBs	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 PLBs	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 PLBs	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area
7	Operations: M&E	Mechanical	Maintenance of PLBs	Injury due to Unsafe lifting equipment	Scissor lift not safe	Annual load test	Annual load test
8	Operations: M&E	Mechanical	Maintenance of PLBs	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.
9	Operations: M&E	Mechanical	Maintenance of PLBs	Aircraft damage, fatalities	persons and vehicle in the airside	Training	On the job training is performed after Airside Induction Training is received.

10	Operations: M&E	Mechanical	Maintenance of PLBs	Aircraft damage, fatalities	Moving Machinery	Training, Procedure	Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
11	Operations: M&E	Mechanical	Maintenance of PLBs	Occupational injuries	Hand Injury	Training, Procedure	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.
12	Operations: M&E	Mechanical	Maintenance of PLBs	FOD injected by aircraft, property damage, injuries	Vehicle and tools on at Aprons	Procedure	Area Demarcation during work where applicable and All tools & demarcation to be removed after work
14	Operations: M&E	Mechanical	Transportation at Airside	Property damage, vehicle damage, injuries	Driving of vehicles at airside	SWP	AVOP training should be done by drivers with valid driver's license. Vehicles should be deemed serviceable or roadworthy by safety department.

Administrative Risks

Risk Number	Risk Description and mitigation measures
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 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; which may attract Low Service Damages 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(Changes in the law)

Service Level Table

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 22:30** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time passenger boarding bridges for routine maintenance shall be arranged with the Airport Management Centre three months in advance to suit airport operations.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly but not limited to the listed resources:

Skill	Days per week	Hours
Site Manager/Supervisor	5	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Artisan Mechanical and Artisan Electrical or Millwright	7	Mon-Sun (06:00-22:00 and whenever deemed necessary by the Employer
Technician Assistant	7	Mon-Sun (06:00-22:00 and whenever deemed necessary by the Employer
Lifting Machinery Inspector (Ad hoc)	Whenever deemed necessary	Whenever deemed necessary

* The Contractor must maintain at all times the above **minimum** staff and should price accordingly but not limited to the listed resources.

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 legislation is adhered to in scheduling staff.

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

NB: Key team members need to be allocated to the project serving in a full time Capacity:

1. Site Manager
2. Millwrights/ (Mechanicals and Electrical Artisans)
3. Technical Assistants

Minimum Requirements for Following Personnel:

Resource/Personnel	Minimum Qualification	Minimum Experience
1xSite Manager	Instrumentation and control/Electrical/Mechanical/Millwright Trade test	Min 3 years' experience post trade test qualification PLUS 2 years supervisory Experience
Millwright	Millwright Trade Test	Min 3 years' post trade test experience and at least 1 year must be in the maintenance of PLBs
Mechanical Artisan	Fitting trade test	Min 3 years' post trade test experience and at least 1 year must be in the maintenance of PLBs
Electrical Artisan	Electrical/Instrument and control trade test	Min 3 years' post trade test experience and at least 1 year must be in the maintenance of PLBs
Technical Assistant	N2 Mechanical/Electrical Qualification	1 Year experience in maintenance of mechanical/electrical equipment

Leave – Should any personnel go on leave, the Contractor shall organise a replacement .

2. Availability, mean time before failure and mean time to repair

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

*The Period of review shall be Monthly.

Item	Benchmark*
Loading bridges Overall System - Availability	Availability must be a minimum of 99.5% per month.
Loading bridges Overall System - MTTR	0.517 Hrs.
Loading bridges Overall System - MTBF	48 Hrs.
% of planned maintenance completed per month	100%
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed with 6 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 1 working day from date of issuing to contractor–(Issued by ACSA either by mail or manual collection)

3. Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- ❖ Delaying sourcing the required goods,
- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or
- ❖ Business services and
- ❖ Any other relevant consideration

Below are the some of the emergencies identified but not limited to the below list

Item Description	Response Time
In a case where the passenger loading bridge is lowered, Stuck, safety emergency devices activated.	15 minutes during normal working hours
In a case where the passenger loading bridge is lowered, Stuck, safety emergency devices activated.	45 minutes after hours

4. 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.

5. Assessments and Reviews

- Monthly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department frequency.
- Contract shall be Audited and Assessed from time to time.
- The contractor will be assessed and scored monthly also through the ACSA supplier development system or any other ACSA system.

6. 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:

Item No.	Achieved Overall System Availability per Month	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.
	90.99% - 89.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	88.99% - 87.00%	12% reduction of monthly maintenance & inspection costs minus any other low services damages included in this contract.
5	86.99% - 85.00%	14% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	84.99% - 83.00%	16% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	82.99% - 81.00%	18% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	80.99% - 80.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	79.99% and below	Non-Performance process to be followed

Not meeting system MTTR of 0.517 Hrs (i.e. MTTR >0.517 Hrs).	R10 000/month
Not meeting system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R10 000/month
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.	

Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- ❖ Delaying sourcing the required goods,
- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,

- ❖ Interruption of essential or
- ❖ Business services and
- ❖ Any other relevant consideration

Below are the some of the emergencies identified but not limited to the below list

Item Description	Response Time	
In a case where the passenger loading bridge is lowered, Stuck, safety emergency devices activated.	30 minutes during normal	R1 000.00/event
In a case where the passenger loading bridge is lowered, Stuck, safety emergency devices activated.	45 minutes after hours	R1 000.00/event

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

7. Internal and external factors

A list of some of the internal and external factors which may affect equipment availability and are beyond the contractor's control are listed in **Annex R**.

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.**

ANNEX G

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

This form is in C1.3 in this contract and must be filled in by the contractor

ANNEX H

Minimum Maintenance Program

MAINTENANCE RECORD SHEETS

When maintenance is performed, record sheets must be completed and signed off by both the Contractor 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. .

All record sheets, job cards, history reports etc. will remain 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.

Passenger Loading Bridges

Item number	Description	Frequency
1	Daily PLB inspections ,PM work orders supplied by ACSA	Daily (By contractor)
2	Drive the bridge to all limits to detect any operational problems	Quarterly (By contractor)
3	Manipulate the following switches by hand to ensure they are working correctly. <ul style="list-style-type: none"> • Rotunda rotation • Slope limits 	Quarterly (By contractor)
4	Check Cab rotation <ul style="list-style-type: none"> • Rotate the cab fully right and left, operation be smooth. 	Quarterly (By contractor)
5	Check Canopy closure operation NOTE: When checking the canopy do not place the place the bridge against an aircraft <ul style="list-style-type: none"> • Left side raise – The motor will stop running when the canopy is full up • Right side raise – The motor will stop running when the canopy is full up • Lower the canopy either side, a few centimetres. The canopy down message will appear and the bridge will not drive forward. • Left side down - extend the curtain until the clutch is engaged (indicated by a clicking sound) • Right side down - extend the curtain until the clutch is engaged (indicated by a clicking sound) 	Quarterly (By contractor)
6	Horizontal Drive <ul style="list-style-type: none"> • Drive the bridge full forward- the slow down circuit will activate about 1 metre before full extend position is 	Quarterly (By contractor)

	<p>reached, and the bridge will stop before reaching the mechanical stops</p> <ul style="list-style-type: none"> • Drive the bridge in full reverse – the slow down circuit will activate about 1 metre before full retract is reached and the bridge will stop before reaching the mechanical stops • Ensure that the travel warning bell is ringing whenever the bridge is moving • Rotate the horizontal drive to drive to its left and right limits. Drive unit should stop at the present limits. 	
7	<p>Vertical drive</p> <ul style="list-style-type: none"> • Raise and lower the bridge - operation should be smooth • Raise and lower the bridge to its lower and upper limits. The bridge should stop at the present heights • Inspect vertical lift column chain coupling 	Quarterly (By contractor)
8	<p>Vertical lift column fault limit switches NOTE: Check only one switch at a time</p> <ul style="list-style-type: none"> • Remove limit switch and manually trip while a second person attempts to raise or lower the bridge. If the bridge rises or lowers, limit switch must be replaced • Repeat this procedure on the limit switch 	Quarterly (By contract)
9	<p>Inspect the operator console</p> <ul style="list-style-type: none"> • Check for moisture, rust, and debris • Check all printed circuit boards, wire connection and other components for secure mounting • Check for any evidence of arcing pitting signalling loose connections • Check indicator lights, meters and wiring in general 	Quarterly (By contractor)
10	Check rotunda access panel and hold down clamps for secure mounting	Quarterly (By contractor)
11	Observe the cable carrier system while retracting and extending the bridge to ensure the system does not bind	Quarterly (By contractor)
12	Check rotunda access panel and hold down clamps for secure mounting	Quarterly (By contractor)
13	Check cab side curtains for tightness and adjust if necessary	Quarterly (By contractor)
14	<p>Check the following electrical cables for deteriorating and general condition</p> <ul style="list-style-type: none"> • Exposed cables under tunnels • Exposed cables under cab • Cables from Rotunda to tunnel A 	Quarterly (By contractor)
15	<p>Check equalising cable and adjust if necessary</p> <ul style="list-style-type: none"> • Check cable clamps on clamping ring make sure clamps and cables are secured 	Quarterly (By contractor)
16	<p>Auto level</p> <ul style="list-style-type: none"> • Check set screws holding the wheel to limit switch they should be tight • Check wheel for wear, flat spots, shiny spots, and deterioration. Replace if necessary • Turn the wheel by hand in both directions ensuring freedom of operating and positive return to neutral • Check locknut on auto level arm are tight <p>NOTE: turning the wheel approximately 15 degrees in either direction will engage the limit switch</p>	Quarterly (By contractor)
17	<ul style="list-style-type: none"> • Check the arm, it should move freely in both directions • Check the auto level travel limits with the arm extended and the bridge in "AUTO LEVEL" mode 	Quarterly (By contractor)

	<ul style="list-style-type: none"> Turn and hold the wheel by hand by hand stimulate the aircraft rising, about 4 seconds will pass before the warning light and bell come on. Reset the auto-levelling system and check the down travel by turning and holding the wheel in the opposite direction. About 4 seconds will pass before the warning light and bell come on. 	
18	Lubrication Vertical column ball screw assembly through the oil	Quarterly (By Contractor)
19	Thoroughly wash bridge exterior	Quarterly (By contractor)
20	Check tyre for general condition	Quarterly (By contractor)
21	Raise and lower the bridge – operation should be smooth Raise and lower the bridge to upper and lower limits. The bridge should stop at the present heights	Quarterly (By contractor)
22	Remove the limit switch and manually tip while a second person attempts to raise or lower the bridge. If the bridge lowers and raises. The limit switch must be replaced Repeat procedure on the other hand.	Quarterly (By contractor)
23	Check fire extinguisher is in place and serviced	Quarterly (By contractor)
24	Controls <ul style="list-style-type: none"> PLC health checks and checking that activities are logged accordingly to happen at least once a month. IMC interface health check to happen at least once a month with the BMS contractor Permit reader health check to be done once a month 	Monthly (By contractor with other interface contractors)
25	Electrical <ul style="list-style-type: none"> Test for back-up power once a month 	Monthly (ACSA Electrical)
26	General <ul style="list-style-type: none"> Cleaning of the bridge especially where the rollers of the telescopic sections move. Cleaning of glazing must also be part of scope as may require scaffolding on the outside or skyjack. Ceiling panels also tend to come off and should be checked at least once a month. 	Quarterly (By contractor)
27	IATA AHM 922 Compliance records	Monthly (By contractor)

Item	Description	Frequency
1	Drive the bridge to all limits to detect any operational problems	Semi-annually (By contractor)
2	Manipulate the following switches by hand to ensure they are working correctly. <ul style="list-style-type: none"> Rotunda rotation Slope limits 	Semi-annually (By contractor)
3	Check Cab rotation <ul style="list-style-type: none"> Check the tie rods on top of the bubble for cracks in the threads With an observer on the roof, watch the pivot bracket as the cab rotates, making sure that the rods do not bend near the pivot bracket. Pivot bracket must rotate freely. Rotate the cab full right and left, operation be smooth. 	Semi-annually (By contractor)
4	Check Canopy closure operation	Semi-annually (By contractor)

	<p>NOTE: When checking the canopy do not place the place the bridge against an aircraft</p> <ul style="list-style-type: none"> • Left side raise – The motor will stop running when the canopy is full up • Right side raise – The motor will stop running when the canopy is full up • Lower the canopy either side, a few centimetres. The canopy down message will appear and the bridge will not drive forward. • Left side down - extend the curtain until the clutch is engaged (indicated by a clicking sound) • Right side down - extend the curtain until the clutch is engaged (indicated by a clicking sound) 	
5	<p>Horizontal Drive</p> <ul style="list-style-type: none"> • Drive the bridge full forward- the slow down circuit will activate about 1 metre before full extend position is reached, and the bridge will stop before reaching the mechanical stops • Drive the bridge in full reverse – the slow down circuit will activate about 1 metre before full retract is reached and the bridge will stop before reaching the mechanical stops • Ensure that the travel warning bell is ringing whenever the bridge is moving • Rotate the horizontal drive to drive to its left and right limits. Drive unit should stop at the present limits. 	Semi-annually (By contractor)
6	<p>Vertical drive</p> <ul style="list-style-type: none"> • Raise and lower the bridge - operation should be smooth • Raise and lower the bridge to its lower and upper limits. The bridge should stop at the present heights • Inspect vertical lift column chain coupling 	Semi-annually (By contractor)
7	<p>Vertical lift column fault limit switches</p> <p>NOTE: Check only one switch at a time</p> <ul style="list-style-type: none"> • Remove limit switch and manually trip while a second person attempts to raise or lower the bridge. If the bridge rises or lowers, limit switch must be replaced • Repeat this procedure on the limit switch 	Semi-annually (By contractor)
8	<p>Inspect the operator console</p> <ul style="list-style-type: none"> • Check for moisture, rust, and debris • Check all printed circuit boards, wire connection and other components for secure mounting • Check for any evidence of arcing pitting signalling loose connections • Check indicator lights, meters and wiring in general 	Semi-annually (By contractor)
9	Check rotunda access panel and hold down clamps for secure mounting	Semi-annually (By contractor)
10	Observe the cable carrier system while retracting and extending the bridge to ensure the system does not bind	Semi-annually (By contractor)
11	Check rotunda side curtains for tightness and adjust if necessary	Semi-annually (By contractor)
12	Check cab side curtains for tightness and adjust if necessary	Semi-annually (By contractor)
13	<p>Check the following electrical cables for deteriorating and general condition</p> <ul style="list-style-type: none"> • Exposed cables under tunnels • Exposed cables under cab • Cables from Rotunda to tunnel A 	Semi-annually (By contractor)
14	<p>Check equalising cable and adjust if necessary</p> <p>Check cable clamps on clamping ring make sure clamps and cables are secured</p>	Semi-annually (By contractor)

15	Auto level <ul style="list-style-type: none"> • Check set screws holding the wheel to limit switch they should tight • Check wheel for wear, flat spots, shiny spots, and deterioration. Replace if necessary • Turn the wheel by hand in both directions ensuring freedom of operating and positive return to neutral • Check locknut on auto level arm are tight NOTE: turning the wheel approximately 15 degrees in either direction will engage the limit switch	Semi-annually (By contractor)
16	<ul style="list-style-type: none"> • Check the arm, it should move freely in both directions • Check the auto level travel limits with the arm extended and the bridge in "AUTO LEVEL" mode • Turn and hold the wheel by hand by hand stimulate the aircraft rising, about 4 seconds will pass before the warning light and bell come on. • Reset the auto-levelling system and check the down travel by turning and holding the wheel in the opposite direction. About 4 seconds will pass before the warning light and bell come on. 	Semi-annually (By contractor)
17	Lubrication <ul style="list-style-type: none"> • Vertical column ball screw assembly through the oil • Rotunda column and flange and sleeve bearing with lube • Bearing lift column with lube • Cab canopy mechanical parts with lube <ul style="list-style-type: none"> ○ Actuator pivot point ○ Lower actuator arm pivot point ○ Lower actuator arm bushings ○ Pivot block ○ Lower hinges • Wheel Carriage and swivel column <ul style="list-style-type: none"> ○ Drive chains with lube ○ Turret bearing with lube ○ Bushings and trunnion pin with lube • Cable lift arm hinges with lube • Cab rotation parts with lube spec <ul style="list-style-type: none"> ○ Drive chain ○ Sprocket shafts 	Semi-annually (By contractor)
18	After lubrication operate the bridge to all limits to distribute lubrication	Semi-annually (By contractor)
19	Check rotunda floor alignment	Semi-annually (By contractor)
20	Check drain sprouts in tunnel floor gutters. Make certain they are not clogged with debris.	Semi-annually (By contractor)
21	Check general conditions of tyres	Semi-annually (By contractor)
22	Check the following weather seals for general condition <ul style="list-style-type: none"> • Rotunda to building • Splice seals if necessary 	Semi-annually (By contractor)
23	Thoroughly wash the bridge exterior	Semi-annually (By contractor)
24	Inspect the exterior paint for chips, cracks, and rust. Touch up if necessary.	Semi-annually (By contractor)
25	Check tunnel roller tracking and adjust if necessary	Semi-annually (By contractor)
26	Check all tunnel roller adjusting bolts for tightness	Semi-annually (By contractor)
27	Check the following mounting bolts for tightness <ul style="list-style-type: none"> • Horizontal drive • Vertical lift column • Landing 	Semi-annually (By contractor)

1	GPU cable hoists which are at the PLB's requirement for annual load testing by Lifting Machinery Inspector and issuing of a load test certificate	Annually (By contractor)
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Daily Inspections for Passenger Loading Bridges

Checks	Daily
GENERAL INSPECTION: Perform a general visual inspection of the PBB	X
GENERAL INSPECTION: Inspect the parking position of the PBB	X
GENERAL INSPECTION: Perform a general visual inspection of the running surfaces and ramps	X
TUNNEL: Perform a general visual inspection of the Service Door and attend to any stumbling blocks	X
TUNNEL: Perform a function check of the Door Operation	X
DOOR: Perform a general visual check of the Door, Locker for Instruments and Subassembly	X
DOOR: Confirm Door, Locker for Instruments and Subassembly are closed/locked	X
ENERGY CHAIN: Perform a general visual check of the Energy Chain Subassembly	X
26 CEILING LAMP: Check the functioning of the Ceiling Lamps in the Inner Tunnel	X
CEILING LAMP: Check the functioning of the Air Conditioner	X
CABIN: Check the functioning of the Cabin Obstruction Light	X
CABIN: Check the general condition of the Cabin Canopy	X
CABIN: Check the operation and drive belts of the Cabin Canopy for wear	X
CABIN: Perform a general visual inspection of the Cabin Height Regulator Subassembly	X
CABIN: Check the Park Position of the Cabin Height Regulator Subassembly & attend to it	X
CABIN: Check the functioning of the Complete Cabin Light Fixtures	X
CABIN: Check the functioning of the Text Display of the Cabin Control Desk	X
CABIN: Check that the calibration is in HMI and PLC of the Cabin Control Desk	X
TRAVELLING GEAR: Check the Wheel Rotation of the Travelling Gear for damage	X

Ground Power Units (400Hz)

The recommended maintenance plan for the Ground Power Unit is shown below.

Checks	Checks Interval		
	Monthly	Quarterly	Yearly
Aircraft connector contacts. Clean contacts if necessary	X		
Tension of contacts A, B, C & N.	X		
Tension of contacts E & F.	X		
Micro-switch of the E contact (LED is lit when activated).	X		
Cable and aircraft connector for possible damage.			X
Function of the push buttons & LEDs at the aircraft connector		X	
Chain of driving gear, tighten if necessary			X
Position of limit stop switches S11-S13 (adjust if necessary)			
Apply grease at lubrication points		X	
Flexible power & control cable in drum for possible damage		X	
Apply silicon spray in the cylinder in which the flexible cable is placed			X
Test push buttons & lamps at the ground level control box			X
Wiring in the electronic compartment.			X
Components in the electronic compartment			x
Vibration dampers of transformers (via the bottom door).			X

The contactor's contact sets and coil (via the rain cover).			X
Output voltage (adjust if necessary)			X
Cabinet sealing. X			X

Visual Guidance Docking System (VGDS)

A VDGS provides both pilots with guidance for manoeuvring the aircraft into the gate, to the correct centreline and stop position under all operational conditions. The system includes a built-in computer integrated to a low -intensity infrared laser that scans the gate area for the approaching aircraft. The system locks onto the aircraft to determine nose, engine, and wing positions to guide it to its park position.

The docking system has been specifically designed to minimise maintenance downtime. The following maintenance schedules detail the maintenance requirements on different intervals.

Checks	Checks Interval			
	Weekly	Quarterly	6 Monthly	Yearly
Inspect the laser scanning unit cabinet front/side windows and operator panel for cleanliness	X			
Clean as required with soap, water, and soft rag	X			
Examine the laser scanning unit door seal for signs of perishing and security of attachment			X	
Renew seal if required			X	
Examine the laser scanning unit calibration and scanning mirrors for signs of dust or damage			X	
Renew mirror if required			X	
Check the function of all emergency stop buttons, ensure that the pilots display indicate STOP when the emergency stop button is pressed			X	
Check for any signs of visible wear			X	
Check the function of the temperature sensor			X	
Vacuum clean the inside of the display unit				X
Check fans in the system to make sure they are running properly				X
Illumination Inspection records		X		
Calibration records		X		

ANNEX I (Contractor to fill in)

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	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil, or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to 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	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste is not feasible. Under no circumstances shall solid or liquid waste be dumped, buried, or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company

	<ol style="list-style-type: none"> 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous, and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & of Storage Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored, and handled in accordance with 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).

ANNEX J

Spares List

Part Description	Manufacturer	Part Number	Recommended Quantity
Travel motor Ad Non-UL	SEW	DRS112M4BE5HF/FF/DUB	2
Emergency STOP	Schneider	XB4 BS542	5
Key 3-stay put left and right lockable 455 BARRELL	Schneider	ZB4BG5	3

Contact Block NO	Schneider	ZBE101	2
Switch housing with NO contact block KEY BARRELL	Schneider	ZB4BZ101	3
MECHANICAL Limit Switch Metal body NO+NC	Schneider	ZCK-J2H29	2
Limit switch rotary head (Angle movement head)	Schneider	ZCK-E05	6
FC head to lever	Schneider	ZCK-E056 (9A0836)	2
Pilot light RED COMPLETE WITH HOUSING	Schneider	XB4 BVB4	6
Pilot light GREEN COMPLETE WITH HOUSING	Schneider	XB4 BVB3	6
Red button COMPLETE WITH HOUSING	Schneider	XB4 BA42	4
Ultrasonic detector	Pepperl+Fuchs	Part no. 0979695 Type: UB2000-30GM-E5-V15 / PART NO. 130476 TYPE: UB4000-30GM-H3-V1	3
Ultrasonic hight measurement NOSE LOADER	Pepperl+Fuchs	Part no . 1040955 Type: UC6000-30GM-IUR2-V15	3
Potentiometer (low precision)	Pepperl+Fuchs	Part no. 199092+199856 Type: PM136 0D513UF130-1E8-V15	2
Inductive detector M18	Pepperl+Fuchs	Part no. 085567 TYPE:NBB8-18GM60-A2-V1(6 in office old)	4
Filters	THYSSEN	FVTO60IV Thyssen product (480V 50/60Hz HPF) (60A@400C-25+85C)	2
Speed varitor 2.2 KW (ATV-31)	Schneider	Altivar 31 (ATV31HU22N4)	2
Speed varitor 5.5 KW (ATV-31)	Schneider	Altivar 31 (ATV31HU55N4)	3
ALULUX Rollup door Motor	Somfy	Somfy LT Taurus 120/12 CSI VVF2.5m (1167003B) roller door	2

Ultrasonic support	Schneider	Schneider electric(NG125L) 63A 18817 4lines	2
Caster Wheel	-	caster for PBB steps	2
Pinion Bearing	INA	KRV40-PP-A	5
Free diode for contactor D40	Pepperl+Fuchs	LA4DC3U (24-250V) E054494	4
Low consumption reversing contactor	Schneider	Contactor with interlock LP5K06 01BW3 (24V)	2
Contactor 3P 1NO + 1NC 38A AC 3Phase	Schneider	LC1D38 24V DC 2KW LAD4TBDL 38A	2
Key switch 2 Pos spring return Right to left, left lockable	Schneider	ZB4BG6K Key 4322A	4
Key switch 2 Pos spring return Right to left, left lockable	Schneider	ZB4BG6 Key 455	1
Contactor 25A 11KW 3Phase	TELEMECANIQUE	LC1D25BD	2
Low consumption, contactor 3 pole	Schneider	LP4K12 10BW3 24V DC	3
Low consumption, contactor 20A 4 Pole (4 NO)	Schneider	LP4K09 008BW3 24V DC	5
CB C6	Merlin Gerin	21555 DPN/N 230V 6A	2
CB IN32	CHNT	IEC60947-2	1
C16 30mA (Double pole)	Merlin Gerin	21616 DPN/N C16 16A (230V)	2
Low consumption cont 20A 4 Pole (NO2 NC 2)	Schneider	LP4K09 004BW3 24VDC	5
Cut-out switch NG125, 4 Poles	Merlin Gerin	18656 NG125N 63A	3
Surge protection PU 4 C R 275	Weidmuller	Weidmuller PU4CR 80215200 00	3
Isolator complete with rotation handle	Merlin Gerin	19089 front rotary handle and shaft	2
Contactor 40A 18.5KW 3P Aux N	Schneider	LC1 D40 BD (LP1D4011)	3
Joystick without pot	Schneider	XKB A1433CA (202015219878)	4

Siren CN 100 IP65 10-30VDC	AVISA LINE	Avisa line AX10010-35V DC	2
Buzzer B/CP 28-100	Rodman	www.rodman-elect.com SE206	4
Ventilation thermostat 0/600	Himel	Himel 212/08	2
Base pluggable relay	Telemechanique	RXZ E2M114M 10A 250V 2,5KV Telemechanical	4
Pluggable relay 4NO/NC	Telemechanique	RXN 21E12 BD 24V (940381) / RMI A 4 5 H 13HG (Carlo Gavazzi)	20
Picture clip, pluggable relay	Telemechanique	AB7R16S210	8
Resistance 82 Ohm, 150W	Arcol	Arcol (83ohms 150W) HS150 82R	2
Spring for Auto lev arm	Pepperl+Fuchs	ZCK Y11	1
Lever and pulley tunnel external MECH LIMIT FLOOR	Schneider	Transcend compact flash 128MB (TS128MCF80)	4
Memory card Touch Screen	Transcend	compact flash 128MB (TS128MCF80)	2
Connector BCN for coaxial cable	VICKERS	VICKERS (300AAOOO81A) 12V	4
SV3 10 C 0 12DG//	VICKERS	(300AAOOO81A) 12V	2
Condensor 450V-10MF	Pepperl+Fuchs	GVAE11 Tesus 034343	4
Front auxiliary contactor for GV	Tesus	SHORT GVAE11 Tesus 034343	2
Front connector ribbon cable for M340	Tesus	LONG GVAE11 Tesus 034343	4
Front connectors ribbon cable for M340	Tesus	INA 55 CSLT 4BIG 4SMALL	2
Flange support with bearings	INA	INH 08.10 18 15	4
Chain tension wheel	INA	03,5R PBS	3
Support plate PBS 25	ASE	GL 50-K11-B INA GG ASE 10	3
Vertical support TASE50	ASE	NUKR52-A	4
Roller bearing	INA	NUKR90-A	5
Cam follower bearing	INA	NUKR90-A	5

Support roller D=127	INA	-	5
Roller cam driven ø110	INA	-	5
Hydraulic non return solenoid valve	SEW	4WE 6 H6X/EG24N9K4 - Part number R900561286	
Hydraulic non return solenoid valve	SEW	ROQUET 24 VOLT DC COIL - Part number 2163-1-2	1
Hydraulic 24VDC solenoid coil	SEW	35/08 WS10Z 01-C-N HYDAC	1
Retention valve 12V DC cylinder	SEW	-	2
Gear pump 22L/min est	SEW	GV2 ME20/13-18A	3
Magnetothermal breaker 13-18A	Telemechanique	GV2 ME 06/H6A	3
Magnetothermal breaker 20-25A	Telemechanique	GV2 ME 07/1,6-2,5A	6
Breaker Reg 1-1,6	Telemechanique	GV2 ME 10/4-6,3A	3
Breaker 1,6 - 2,5A	Telemechanique	GV2 ME 02/0,16-0,25A	4
Motor breaker regulation 4-6	Telemechanique	Merlin Gerin C32H-DC C6A 250V 10KA	4
Breaker 0,16-0,25A	Telemechanique	AB7R16S210	3
Automatic device 2P, 6A spec1	Merlin Gerin	BMX FTB2000 PV01	3
Relay unit (output relays)	Telemechanique	Merlin and Gerin C16 DPN 21616 (A9R41225)	3
Conn block for collection bar	Schneider	P342020 (PV155V200R7) BMX P342020	1
Differential fN Earth leakage	Schneider	BMX DD062020K. 5N2 1090671742 PV01 PL02 DOM 0906	2
CPU340-20 Modbus Ethernet	Schneider	BMX DD6402K DIG64124DC V Sik SN2 109107 2597 PV101PR03 DOM 0911	4
Dig output module Indep. Inpu	Schneider	BMX AM 1041039017 modicom 10410 am 10410	3
Dig input module Indep. Inpu	Schneider	XBT GT5340 Magelis terminal 10.4"	4

Analog inputs M340	Schneider	XBT GT4340 Magelis terminal 7"	1
Power supply source 24V DC	Schneider		1
Power supply source 24V DC 20	Schneider	DF 24-10W51M 40LS	7
Heating resistance 350W220/5	Titan	SOMFY 1166029B LT TITAN 100/12 VVF 2.5m (AC Screens)	2
Floor linear actuator Nose loader	Thomson	RXN 21E12 BD 24V (940381) / RMI A 4 5 H 13HG (Carlo Gavazzi)	2
Canopy motor	Somfy	1166029B LT TITAN 100/12 VVF 2.5m (AC Screens)	4
ADS			
Power supply	Power supply 24V DC 10A	2938604	2
Light sensor	Safegate	590148	1
Disk on chip Alt. Compact flash	Safegate	590126	1
Temp sensor board	Safegate	590137	1
Stepper motor drive circuit	Safegate	590131	1
Emergency stop button	Safegate	XB4BS542	1
Operator's panel PCB soft key complete	Safegate	590495-000-01	1
Circulation fan SDK3	Safegate	590479-001-01	2
Stepper motor	Safegate	590130	2
Comm cable LED display 3-9	Safegate	590472-100-01	1
Over voltage protector	Safegate	2798844	2
Protective plug for 24V	Safegate	2838322	2
Circuit breaker MG 24335	Safegate	2112252	2
Small scanning mirror	Safegate	590118	1
Large scanning mirror	Safegate	590120	1
Calibration mirror	Safegate	590119	1

Controller board (CU)	Safegate	SG 590524	2
Control unit board complete OP PANEL SCREEN	Safegate	590587	2
LED display module yellow red/ Large LED	Safegate	590555	2
LED display module red yellow/ Large LED	Safegate	590551	2
LED display yellow/ Large LED	Safegate	590550	2
CU BOARD BACK PLAIN	Safegate	590562	2
Maintenance laptop	Safegate	-	1
GPU			
Shock absorber (Small)	AXA Power	AMO133	8
Shock absorber (Big)	AXA Power	AMO134	8
Processor board	AXA Power	579410	2
Chain, gear motor	AXA Power	-	1
GPU isolator handle	ABB	OHB65J6	1
Module IO	AXA Power	579469	3
Contactor	ABB	KO4253	2
Aux module with Transformer	AXA Power	579481	2
FUSE,4A 5X20MM	ABB	SLOO40	
Contact NO ABB MCB-10	ABB	AF0410	2
Green signal lamp ABB ML1- 100G	ABB	SL0200	1
Push in clip	ABB	AF0470	5
3 pos latch	AXA	M3SS2-10B	6
GREEN LIGHT COVER	ABB	ML1-100G	6
Red push button withOUT light	ABB	AF0415	2
Voltage feedback board	AXA Power	579404	3
LCD display	ABB	579492	1
Limit stop	Siemens	GM2003 /3SE2 200-1E	4
Emergency stop compact	ABB	CE3T-10R-02	2

IO Board back plain FOR PROCESSOR BOARD	AXA Power	579411	1
Cable guide complete	ABB		2
Gearmotor with break	AXA Power		2
AC/AC module	AXA Power	577004	3
Frequency converter	AXA Power		2
Compact fan	EBM	VN0003	4
Air filter material GPU and PBB	VOKES	Per metre	10
Surge protector	AXA Power	579472	1
Autotransformer	AXA Power		1
GPU Capacitor	ABB	MKP1,44A 100mF, Un 400V, Urms 250Vac, -40..+850C, GDP/LS SH	20
24m GPU Cable	AXA Power	-	2
LED Green	ABB	-	5
LED Red	ABB	-	5
LED Yellow	ABB	-	5
Autotransformer	AXA Power	ASU 120B-460230	1
Airplane connector	COVOTEX	400 XP-4	2

ANNEX KACSA maintenance procedure for Passenger loading Bridges - D080 029M

- Available upon request from the ACSA service manager

ANNEX L

Passenger loading bridges – standard operating procedure

Available upon Request from the ACSA service manager

ANNEX M

Maintenance of Passenger Loading Bridges – Electrical lockout procedure

Available upon Request from the ACSA service manager

ANNEX N

King Shaka International Airport – operating instruction for PLBs

Available upon Request from the ACSA service manager

ANNEX O

Passenger Loading Bridges - Fire Emergency procedure

Available upon Request from the ACSA service manager

ANNEX P

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager

ANNEX Q

Internal and external factors

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 •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	•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 in 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	•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	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget) Typically: It is the responsibility of the Client 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 No impact on service provider. The Risk is not sitting with a single owner

ANNEX R

ACSA Inventory procedure

Available upon Request from the ACSA service manager