



# **TENDER DOCUMENT**

## **FOR**

### **REPLACEMENT OF ESCALATORS AT THE O.R. TAMBO INTERNATIONAL AIRPORT**

**Tender Reference Number: ORTIA6889/2022/RFP**

**JULY 2022**

**Issued by**  
Airports Company South Africa  
O. R. Tambo International Airport

**Note:**

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

**VOLUME 1**

**NAME OF TENDERER: .....**

## TENDERER'S DETAILS

1.	NAME OF TENDERER (BIDDING ENTITY)	(FULL NAME, i.e. (CC, (Pty) Ltd, JV, SOLE PROPRIETOR
.2.	TEL NUMBER	
.3.	FAX NUMBER	
.4.	EMAIL	
5.	NAME OF CONTACT	
6.	NATIONAL TREASURY CSD REGISTRATION NUMBER	

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## **T1.1 Tender Notice and Invitation to Tender**

### **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED INVITES TENDERS FOR REPLACEMENT OF ESCALATORS**

Only tenderers who are a CIDB contractor grading of **7 SI** or higher, as stated on the Tender Data may submit tender offers.

#### **Tender Document Availability**

Tender document is available from the **05 JULY 2022** 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 [Motlhabane.molamu@airports.co.za](mailto:Motlhabane.molamu@airports.co.za)

**CLOSING DATE FOR ENQUIRIES IS THE 29<sup>TH</sup> OF JULY 2022 AT 16:00PM CLOSE OF BUSINESS.**

#### **COMPULSORY TENDER BRIEFING**

A compulsory briefing session with representatives of the Employer will take place at **10h00AM** on **13<sup>th</sup> of JULY 2022** at the **MEDIA ROOM (Next to the Post Office), O R Tambo International Airport.**

**Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder**

#### **Closing Date**

**THE CLOSING DATE AND TIME FOR RECEIPT OF TENDERS IS THE 5<sup>TH</sup> AUGUST 2022 AT 10H00 AM (SOUTH AFRICAN STANDARD TIME). TENDERS MUST BE PLACED INSIDE THE TENDER BOX B AT THE O. R. TAMBO INTERNATIONAL AIRPORT,**

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](http://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
<b>C.1</b>	<b>GENERAL</b>
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><b>Part T1: Tendering Procedures</b></p> <ul style="list-style-type: none"> <li>T1.1 Tender notice and invitation to tender</li> <li>T1.2 Tender data</li> <li>T1.3 CIDB Standard conditions of tender</li> </ul> <p><b>Part T2: Returnable Document</b></p> <ul style="list-style-type: none"> <li>T2.1 List of returnable documents</li> <li>T2.2 Returnable schedule</li> </ul> <p><b>Part C1: Agreements and Contract Data</b></p> <ul style="list-style-type: none"> <li>C1.1 Form of offer and acceptance</li> <li>C1.2 Contract data</li> </ul> <p><b>Part C2: Pricing Schedule</b></p> <ul style="list-style-type: none"> <li>C2.1 Pricing instructions</li> <li>C2.2 Activity Schedule with Price List</li> </ul> <p><b>Part C3: Works information</b></p> <p><b>Part C4: Site information</b></p>
C.1.4	<p>The Employer's Agent is: <b>TBC</b></p> <p>Telephone number: TBC</p> <p>Email address: TBC</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><b>C1.5 Cancellation and Re-Invitation of Tenders</b></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"> <li>due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</li> <li>funds are no longer available to cover the total envisaged expenditure; or</li> <li>no acceptable tenders are received.</li> <li>there is a material irregularity in the tender process.</li> </ol> <p>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</p> <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.</p>
C.1.6	<p><b>Procurement procedures</b></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><b>C.1.6.2 Competitive negotiation procedure</b></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	<p><b>TENDERER'S OBLIGATIONS</b></p>

C.2.1	<p><b>Eligibility</b></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><b>Cost of tendering</b></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><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></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><b>Acknowledge addenda</b></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><b>Clarification meeting</b></p> <p>The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p>
C.2.8	<p><b>Seek clarification</b></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><b>Insurance</b></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><b>Alterations to documents</b></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><b>Submitting a tender offer</b></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 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><b>Information and data to be completed in all respects</b></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><b>Closing time</b></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><b>Location of tender box: ACSA North Wings Offices International Terminal Building 3<sup>rd</sup> Floor O. R. Tambo International Airport TENDER BOX B</b></p> <p><b>Physical address: ACSA North Wings Offices International Terminal Building 3<sup>rd</sup> Floor O. R. Tambo International Airport</b></p> <p><b>Identification details: Bid Ref. No: ORTIA6889/2022/RFP</b></p> <p><b>Title: REPLACEMENT OF ESCALATORS AT THE O.R TAMBO INTERNATIONAL AIRPORT</b></p> <p><b>Closing Date: 05<sup>TH</sup> AUGUST 2022 AT 10:00AM</b></p>
C.2.16	<p><b>Tender offer validity</b></p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days 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><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p><b>Submit securities, bonds and policies</b></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>
<b>C.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></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><b>Issue Addenda</b></p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p><b>Return late tender offers</b></p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p><b>There will NOT be public opening of tenders after the closing date. A price register will be sent to all bidders a day after tender closing.</b></p>
C.3.7	<p><b>Grounds for rejection and disqualification</b></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><b>Test for Responsiveness</b></p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ol style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered)</li> <li>b) has been properly and fully completed and signed, and</li> </ol>

	<p>c) is responsive to the other requirements of the tender documents. (check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.)</p> <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> <p>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> <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><b>Arithmetical errors, omissions and discrepancies.</b></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><b>Clarification of a tender offer</b>  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><b>Test for Responsiveness (as per clause C.3.8)</b></p> <p><b>Stage 1 Pre-Qualification</b></p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>The tenderers are to fulfil the following criteria:</p> <ol style="list-style-type: none"> <li>A. A tenderer having stipulated minimum B-BBBEE status level of contributor 1 or 2 or 3 or 4</li> <li>B. The bidder must subcontract a minimum of 30% of the value of the contract to one or a combination of specified EME or QSE as follows: <ol style="list-style-type: none"> <li>I. an EME or QSE which is at least 51% owned by black people;</li> <li>II. an EME or QSE which is at least 51% owned by black people who are youth</li> <li>III. an EME or QSE which is at least 51% owned by black people who are women</li> <li>IV. an EME or QSE which is at least 51% owned by black people with disabilities;</li> <li>V. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;</li> <li>VI. a cooperative which is at least 51% owned by black people;</li> <li>VII. an EME or QSE which is at least 51% owned by black people who are military veterans;</li> <li>VIII. an EME or QSE</li> </ol> </li> </ol> <p><b>The following documentation must be submitted for this evaluation stage. Failure to submit <u>ALL</u> documentation will result to disqualification:</b></p> <ul style="list-style-type: none"> <li>• Main bidder valid sworn BBBEE affidavit or a certified SANAS accredited BBBEE certificate. In the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted (Please complete returnable document Form A3 for Joint Venture if applicable)</li> <li>• Proof of sub-contracting arrangement signed by the main bidder and the subcontractor</li> <li>• The percentage contract value reserved for the subcontractor</li> <li>• The subcontractor valid sworn BBBEE affidavit or a certified SANAS accredited BBBEE certificate</li> <li>• The names of the shareholders of the subcontractor with their ID's and the company's registration documents reflecting the shareholder's names (CIPC)</li> </ul> <p>A tender that fails to meet any Pre-qualifying criteria stipulated above is NOT an acceptable tender and shall result in the immediate disqualification of the Bidder.</p> <p><b>The main bidder must submit the following subcontractor documentation prior to contracting if successful:</b></p> <ul style="list-style-type: none"> <li>• The subcontractor must be registered in the Central Supplier Database (CSD) of the National Treasury and proof must be attached in the form of the CSD report.</li> <li>• The subcontractor's valid Tax clearance certificate or Pin must be provided.</li> </ul> <p><b>A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated</b></p>
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### Stage 2 Mandatory Administration Criteria

- (a) Completed in full and signed Form of offer C1.1.
- (b) Attendance of Compulsory Briefing Session
- (c) Only tenderers who hold a **valid** CIDB contractor grading of 7SI or higher. (Returnable document B2)
- (d) **Valid** Letter of Good standing with workman's compensation commissioner COIDA. (Returnable document B6)
- (e) Completed in full and signed Declaration of Interest (SBD 4). (Returnable document A9)
- (f) Completed in full and signed SBD 8. Declaration of Bidder's Past Supply Chain Management (Returnable document A12)

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

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

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

**NB: The contract will not be signed without a performance bond. (Proof of performance bond – On award ONLY)**

### 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.

- 1) Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **60 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

### Functionality / Technical Evaluation

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

	Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
			Quality Score		
1	Tenderer's resource proposal	40	Qualifications	20	12
			Years of experience in similar works	20	12
2	Project Planning	40	Start-Up Proposal	30	18
			Delivery Timeline	10	6
3	Tenderer's references and experience	20	References	10	6
			The similarity in works, scope	10	6
<b>Total</b>				<b>100</b>	<b>60</b>



- Refer to functionality breakdown in the document
- **It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.** Only tenderers scoring the minimum for each sub criterion of functionality will be considered for further evaluation on Price and B-BBEE
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.

The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.

**Stage 5 Determine acceptability of preferred tenderer:**

Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- Unduly high or unduly low tendered rates or amounts in the tender offer.
- Contract data provided by the tendered; or
- The contents of the tender returnable which are to be included in the contract.

**Stage 6 Price and BBBEE (80/20) or (90/10)**

- Tenderers will be evaluated and adjudicated by the Employer using “The 80/20 preference point system” which awards points on the basis of:
  - The Tendered price (as per form of offer) – 80 or 90
  - BBBEE – 20 or 10
- The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.
- Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points (80/20)	Number of points (90/10)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.

C.3.12	<b>Insurance provided by the employer</b> <b>Refer to Contract Data</b>
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> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract.</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>

## Functionality breakdown

### Functionality / Technical Evaluation

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

	Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
			Quality Score		
1	Tenderer's resource proposal	40	Qualifications	20	12
			Years of experience in similar works	20	12
2	Project Planning	40	Start-Up Proposal	30	18
			Delivery Timeline	10	6
3	Tenderer's references and experience	20	References	10	6
			The similarity in works, scope	10	6
<b>Total</b>				<b>100</b>	<b>60</b>

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

- **It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.** Only tenderers scoring the minimum for each sub criterion of functionality will be considered for further evaluation on Price and B-BBEE
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.

The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.

### Functionality breakdown – Replacement of Escalators

**Qualifications (20)** – Proof (certificates, diplomas or degrees, ECSA Registration) of **qualification should be attached to the resources detailed C.V.** As per the organogram structure

Role Description	Poor = 0	Minimum = 12	Maximum = 20
Project Manager	If any of these resources' qualification is below minimum requirements, the score is automatically zero for the whole matrix on qualifications	SAQA Accredited Trade Test Lift Mechanic or Diploma in Mechanical or Electrical <b>AND</b> a project management as a module/project management certificate/diploma/ degree	SAQA Accredited Degree in Mechanical or Electrical <b>AND</b> project management as a module module/project management certificate/diploma/degree
Mechanical Engineer		SAQA Accredited BTech Mechanical <b>AND</b> ECSA registered PRTECH (Mechanical)	SAQA Accredited BEng/BSC Mechanical <b>AND</b> ECSA registered PRENG (Mechanical)
Control Engineer		SAQA Accredited BTECH Electronics/Mechatronics <b>AND</b> ECSA registered PRTECH (Electronics/Mechatronics)	SAQA Accredited BENG/BSC Electronics/Mechatronics <b>AND</b> ECSA registered PRENG (Electronics/Mechatronics)
Site Foreman		SAQA Accredited Trade Tested - Lift Mechanic Certificate <b>OR</b> SAQA Accredited Trade Tested – Mechanical Certificate <b>OR</b> SAQA Accredited Trade Tested – Electrical Certificate	SAQA Accredited Mechanical or Electrical Degree/Diploma
Lift Inspector		ECSA Registered Lift Inspector Certificate <b>AND</b> SAQA Accredited Trade Test - Lift Mechanic Certificate	ECSA Registered Lift Inspector Certificate <b>AND</b> SAQA Accredited Mechanical or Electrical Degree/Diploma
<b>NB Scoring Notes</b>			
<p>- <b>Experience requirements apply concurrently, and bidders must meet all requirements for all resources to score either Minimum score or Maximum score.</b></p> <p>- <b>If bidders supply any mix of key personnel experience corresponding to minimum or maximum scores, minimum points will be allocated.</b></p>			

**Years of Experience of the Resource Proposals (15) (Proof of experience should be included in the resources' s detailed CV).** As per the organogram structure. Also complete Forms C4  
**NB: All minimum threshold per resource must be met to be evaluated further.**

Resource Description Points	(Poor) = 0	(Minimum)= 12	(Maximum)= 20
Project Manager	If any of these resources' experience is below minimum requirements, the score is automatically zero for the whole matrix on qualifications	3 years but less than 5 years of Experience in project management of similar works (construction works/ installations/structural modification/modernization/refurbishment / replacement of lifts or escalators or passenger conveyors)	5 years 'or more of Experience in project management of similar works (construction works/Installation/structural modification/modernization/refurbishment/ replacement of lift or escalators or passenger conveyors).
Mechanical Engineer		5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, demonstrate assessment of structural integrity of steel structures experience.	10 years or more experience post-BENG/BSC/BTECH qualification, demonstrate assessment of structural integrity of steel structures experience.
Control Engineer		5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, demonstrate controls Integration experience on at least one Multidisciplinary project, demonstrate any experience in control and instrumentation project.	More than 10 years or more' experience post-BENG/BSC/BTECH qualification demonstrate controls Integration experience on at least one Multidisciplinary project, demonstrate any experience in control and instrumentation project.
Site Foreman		5 years but less than 8 years of Experience in similar works (installations/structural modification/modernization/refurbishment/ replacement of lifts or escalators or passenger conveyors).	8 years or more of Experience in similar works (installations/structural modification/modernization/refurbishment/ replacement of lifts or escalators or passenger conveyors).
Lift Inspector		5 years but less than 8 years of Experience in similar works (installations/structural modification/modernization/refurbishment/ replacement of lifts or escalators or passenger conveyors).	8 years or more of Experience in similar works (installations/structural modification/modernization/refurbishment/ replacement of lifts or escalators or passenger conveyors).
<b>NB Scoring Notes</b>			
<b>- Experience requirements apply concurrently, and bidders must meet all requirements for all resources to score either Minimum score or Maximum score.</b>			
<b>- If bidders supply any mix of key personnel experience corresponding to minimum or maximum scores, minimum points will be allocated.</b>			

<b>1. PROJECT PLANNING BREAKDOWN (40)</b>
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**Start-Up Proposal – (30 Points)**

Item No	Requirement Description	Very Good = 30	Acceptable= 18	Poor= 0
1	Start-up proposal includes a staffing schedule containing an organogram that fully describes the roles of each human resource to be deployed in the contract	Full compliance with requirements 1 - 7	Full compliance with requirements 1- 6	No demonstrated full compliance with requirements 1 - 6
2	Start-up proposal includes staffing schedule showing how human resources will be deployed to achieve the proposed project plan timelines			
3	Start-up proposal includes a detailed plan for the procurement of all required materials			
4	Start-up proposal includes detailed project plan indicating the sequence of activities, start and finish dates. The plan must highlight the critical path.			
5	Logical Method Statement (Aligned to the project plan of this project)			
6	Start-up shows project risks and proposed mitigation measures			
7	Start-up shows how interruptions to Live environment (airport operations) will be minimized			
<b><i>Delivery Period (10) (Assume project start date 01 October 2022); it is the bidder's responsibility to provide realistic/feasible timelines.</i></b>				
Complete delivery in 22 months or less = 10				
Complete delivery in more than 22 months but less than or equal to 24 months = 6				
Complete delivery in more than 24 months = 0				



**Tenderer’s References– 10 Points**

The Tenderer should provide Reference letters in installations/structural modification/modernization/refurbishment/ replacement of escalators or passenger conveyors

<b>Tenderer’s References (10)</b>
No Reference = 0
1 or 2 References = 6 with a project value of at least R10M (Value Per project, Not accumulative)
More than 2 References = 10 with a project value of at least R10M (Value Per project, Not accumulative)

**Tenders Experience – 10 Points**

The Tenderer should provide proof of years of experience in installations/structural modification/modernization/refurbishment// replacement of escalators or passenger conveyors

<b>Tenderer’s Experience (10)</b>
Less than 5 years = 0
5 years to 9 years = 6
10 years or more = 10

## 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 (Chosen option)**

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.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may

issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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

### **C.2.10 Pricing the tender offer**

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

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

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

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

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the

tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

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

### **C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

C.2.13.8 Accept that the employer will not assume any responsibility for the

misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

#### **C.2.15 Closing time**

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

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

#### **C.2.16 Tender offer validity**

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

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

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

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

#### **C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item

prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

### **C.2.18 Provide other material**

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

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

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

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

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

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

#### **C.3.2 Issue Addenda**

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

#### **C.3.3 Return late tender offers**

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

#### **C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level

and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

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**

**TENDER REF. No: ORT6622/2021/RFP**

# Part T2: Returnable Documents

## T2.1: List of Returnable Document

The tenderer must complete the following returnable documents:	<u>Completed (tick)</u>
<b>1 Returnable Schedules required for tender evaluation purposes only</b>	
A1: Record of Addenda to Tender Documents	
A2: Certificate of Authority for Signatory	
A3: Certificate of Authority for Joint Ventures (where applicable)	
A4: Schedule of the Tenderer's Recent Experience related to this Project	
A5: Completion Certificates of Previous Projects Completed	
A6: Client reference letters on clients' letterhead of Previous Projects Completed	
A7: Schedule of Current Commitments	
A8: Proof of Contract references of Previous Projects Completed	
A9: SBD 4: Declaration of Interest	
A10: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
A11: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	
A12: SBD 8: Declaration of Bidder's past supply chain management practices	
A13: SBD 9: Certificate of independent bid determination	

<b>2</b>	<b>Other documents required only for tender evaluation purposes</b>	
	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	
	B3: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
	B4: <b>An original Bank Statement of good financial standing (Bank Rating) for the tender sum</b>	N/A
	B5: Central Supplier Database (CSD) proof of registration.	
<b>3</b>	<b>Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract</b>	
	C1.1 Form of Offer and Acceptance	
	C1: Compulsory Enterprise Questionnaire	
	C2: <b>Plant and Equipment</b>	N/A
	C3: A certified copy of B-BBEE Verification Certificate	
	C4: CV's of key personnel	
	C5: Certified Certificates of Qualifications of Key Personnel.	
	C6: Occupational Health and Safety Questionnaire	
	C7: Schedule of Information to be provided by Tenderer	
	C8: Proposed Amendments and Qualifications	
	C9: Confidentiality and Non-Disclosure Agreement	
	C10: Performance Bond	

**FORM A1. 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:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



**Form A2: 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 **ORTIA6889/2022/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**
- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			



**FORM A3. 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: . . . . .

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			



**FORM A4. Schedule of the Tenderer’s Recent Experience related to this Project**

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 A5 Copies of Completion Certificates of Previous Projects Completed**

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

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

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

Signed		Date	
Name		Position	
Tenderer			



**FORM A6 . Copies of Client Reference Letters of Previous Projects Completed**

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

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

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

- 1) **Referee Company letter head.**
- 2) **The order number or contract reference number.**
- 3) **The description of works performed by the bidder.**
- 4) **The value of the works performed by the bidder.**
- 5) **The start and end date of the works performed by the bidder, in the format Month and Year.**

***N.B All this information in the bidders' reference letter must support information populated in forms.***

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: 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			

**A8. PROOF OF CONTRACT REFERENCES OF PREVIOUS PROJECTS COMPLETED**



**A9. SBD 4 DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:  
.....  
...

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company Registration Number:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

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

<sup>1</sup>“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management



- Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....



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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number




**4 DECLARATION**

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## A10. SBD 6.1

### A10. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

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

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



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

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)



(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration



number:.....

8.3 Company registration

number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are



correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## A.11 SBD 6.2

### A11 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:**

Description of services, works or goods                      Stipulated minimum threshold

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

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

- 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](http://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](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:** \_\_\_\_\_

**SBD 8****A12 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**SBD 9****A13 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



**SBD 9**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



**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: An original or SARS Tax Pin issued by the South African Revenue Services.  
In the event of a Joint Venture, each member shall comply with this  
requirement.**



**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**



**B6. Letter of Good Standing (COIDA)**

## 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.**

**Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: SBD9 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: Plant and Equipment**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.



---

.....

---

.....

---

.....

Signed		Date	
Name		Position	
Tenderer			

### FORM C3: A certified copy of B-BBEE Verification Certificate

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

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

Signed		Date	
Name		Position	
Tenderer			

## FORM C4. 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.

Bidders are required to demonstrate the following:

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

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

1. **Project Manager**
2. **Mechanical Engineer**
3. **Control Engineer**
4. **Site Foreman**
5. **Lift Inspector**

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

<b>Project Manager</b>
------------------------

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	

**Key experience in relevant works:** It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges.

**Project 1 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Project 2 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Project 3 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Note:** When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C3.11

**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.

<b>Mechanical Engineer</b>
----------------------------

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	

**Key experience in relevant works:** It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges.

**Project 1 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Project 2 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Project 3 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Note:** When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C3.11

**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.



<b>Control Engineer</b>
-------------------------

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	

**Key experience in relevant works:** It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges.

**Project 1 Name:**  
**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Project 2 Name:**  
**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Project 3 Name:**  
**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Note:** When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C3.11

**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.

<b>Site Foreman</b>
---------------------

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	

**Key experience in relevant projects:** It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges.

**Project 1 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Project 2 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

**Project 3 Name:**

**Start:**

**Completion:**

**Client:**

**Outline of Responsibilities and Duties:**

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

**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.

<b>Lift Inspector</b>	
<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	
<p><b>Key experience in relevant projects:</b> It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges.</p> <p><b><u>Project 1 Name:</u></b>  <b>Start:</b>  <b>Completion:</b>  <b>Client:</b>  <b>Outline of Responsibilities and Duties:</b></p> <p><b><u>Project 2 Name:</u></b>  <b>Start:</b>  <b>Completion:</b>  <b>Client:</b>  <b>Outline of Responsibilities and Duties:</b></p> <p><b><u>Project 3 Name:</u></b>  <b>Start:</b>  <b>Completion:</b>  <b>Client:</b>  <b>Outline of Responsibilities and Duties:</b></p>	

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

#### **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.

### FORM C5: 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.

- **All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.**
- **No duplication of personnel per resource description**

Signed		Date	
Name		Position	
Tenderer			

## Form C6. 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"> <li>• Periodical work area inspection</li> <li>• Regular Health and Safety meetings with personnel</li> </ul>		
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 IS TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> <li>• When joining the company</li> <li>• When changing jobs within the company</li> <li>• When new plant or equipment needs to be operated</li> </ul>		
	As a result of experience of and feedback from an accident/ incident report		
	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"> <li>• First line supervisors</li> </ul>		
	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?				
<b>3.</b>	<b>PURCHASE OF GOODS, MATERIALS AND SERVICES</b>			<b>YES</b>	<b>NO</b>
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				
<b>4.</b>	<b>SHE INSPECTIONS</b>			<b>YES</b>	<b>NO</b>
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				
<b>5.</b>	<b>RULES AND REGULATIONS</b>			<b>YES</b>	<b>NO</b>
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?				

	Do these cover						
	<ul style="list-style-type: none"> <li>• General rules</li> </ul>						
	<ul style="list-style-type: none"> <li>• Project rules</li> </ul>						
	<ul style="list-style-type: none"> <li>• Specific task rules</li> </ul>						
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?						
<b>6</b>	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>				
6.1	Have the following, involved in the execution of your work, been identified?						
	<ul style="list-style-type: none"> <li>• Hazards affecting health and safety?</li> </ul>						
	<ul style="list-style-type: none"> <li>• The groups of people who might be affected?</li> </ul>						
	<ul style="list-style-type: none"> <li>• An evaluation of the risk from each significant hazard?</li> </ul>						
	<ul style="list-style-type: none"> <li>• Whether the risks arising are adequately controlled?</li> </ul>						
6.2	Are these findings and assessments recorded?						
6.3	How often are they reviewed?						
	Please list the time frame e.g. years						
6.4	For what processes/risk is personal protective equipment issued?						
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Process/Risk</th> <th style="width: 50%;">Type of PPE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Process/Risk	Type of PPE				
Process/Risk	Type of PPE						
	Do you have a copy of the issue lists for PPE available on request?						
<b>7</b>	<b>EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>				
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						
<b>8</b>	<b>RECRUITMENT OF PERSONNEL</b>	<b>YES</b>	<b>NO</b>				
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		
<b>9.</b>	<b>REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS</b>	<b>YES</b>	<b>NO</b>
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		
		<b>YEAR 1</b>	<b>YEAR 2</b>
		<b>YEAR 3</b>	<b>YEAR 4</b>
		<b>YEAR 5</b>	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
<b>10</b>	<b>HEALTH AND SAFETY COMMUNICATION AND CONSULTATION</b>	<b>YES</b>	<b>NO</b>
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. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
2. **COID Insurance**



**Declaration**

I/we .....declare that the above information provided is correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			



**Form C7: Schedule of Information to be provided by Tenderer**

**1. Company details:**

Registered Address:  
 Contact Person:  
 Telephone:  
 Fax:

**2. Shareholders**

Names/Percentages of holdings:

**3. Bankers**

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

**4. Turnover**

Approximate turnover for each of the past three years:  
 2018: .....  
 2019: .....  
 2020: .....

**5. Management and Manpower Resources**

Supervisors: .....  
 Labourers: .....  
 Other: .....

Name of Supervisor to be allocated to this contract:

**6. Construction Equipment (Value in R)**

Equipment owned by Company: .....  
 Own workshop/stores (location): .....

Signed		Date	
Name		Position	
Tenderer			



**Form C8: Proposed Amendments and Qualifications**

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

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

Page	Clause item or	Proposal

Signed		Date	
Name		Position	
Tenderer			



**Form C9: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Riverwoods Office Park

24 Johnson Road

Bedfordview

Johannesburg

**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](mailto: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 domicile to any other address which is not a post office box or poste restante.

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

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

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

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

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

12. **GENERAL**

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

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

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.



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

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_

**AS WITNESSES**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2022



\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_



**Form C10: PERFORMANCE BOND**



# C1.1 Form of Offer and Acceptance

**Offer**

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

**REPLACEMENT OF ESCALATORS**

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.

<b>The offered total of the Prices exclusive of VAT is</b>	<b>R</b>
<b>Value Added Tax @ 15% is</b>	<b>R</b>
<b>The total offered amount due inclusive of VAT is</b>	<b>R</b>
(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: Works 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,  
3<sup>rd</sup> Floor ACSA North Wing Offices  
O R Tambo International Airport  
Kempton Park  
1627**

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 ECC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Engineering and Construction Contract, June 2005</p>	<p><b>A:</b> Priced contract with Activity Schedule</p> <p><b>W1:</b> Dispute resolution procedure</p> <p><b>X2:</b> Changes in the law</p> <p><b>X5:</b> Sectional Completion</p> <p><b>X7:</b> Delay damages</p> <p><b>X13:</b> Performance Bond</p> <p><b>X16:</b> Retention</p> <p><b>X17:</b> Low performance damages</p> <p><b>X18:</b> Limitation of liability</p> <p><b>Z:</b> <i>Additional conditions of contract</i></p>
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Ltd. (Reg no: 1993/004149/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at OR Tambo International Airport</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBA</b>

Address **Aiports Company South Africa  
O R Tambo International Airport  
ACSA Admin. Building  
3<sup>rd</sup> Floor North Wing Offices  
Kempton Park  
1627**

Tel

Fax

e-mail

10.1	The <i>Supervisor</i> is: (Name)	<b>TBA</b>
	Address	<b>Aiports Company South Africa O R Tambo International Airport ACSA Admin. Building 3<sup>rd</sup> Floor North Wing Offices Kempton Park 1627</b>
	Tel No.	
	Fax No.	
	e-mail	
11.2(13)	The <i>works</i> are	<b>Replacement of Escalators set out in the Section C3, Works Information</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1. Availability of the as Built Drawings 2. Access to Site</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>OR Tambo International Airport</b>
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>

<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.				
<b>3</b>	<b>Time</b>					
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>2 years after signing of the contract</b>				
30.1	The <i>access dates</i> are:	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1 O.R. Tambo International Airport</td> <td>24Hours 7days a week</td> </tr> </tbody> </table>	Part of the Site	Date	1 O.R. Tambo International Airport	24Hours 7days a week
Part of the Site	Date					
1 O.R. Tambo International Airport	24Hours 7days a week					
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>				
31.2	The <i>starting date</i> is	<b>Upon signing of the contract by ACSA</b>				
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>				
<b>4</b>	<b>Testing and Defects</b>					
42.2	The <i>defects date</i> is	<b>Twelve (12) months after Completion of the whole of the works.</b>				
43.2	The <i>defect correction period</i> is	<b>Two (2) weeks</b>				
<b>5</b>	<b>Payment</b>					
50.1	The <i>assessment interval</i> is	<b>Four (4) weeks, on the 14th working day of each successive month</b>				
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>				
51.2	The period within which payments are made is	<b>30 Working days from the date of invoice.</b>				
51.4	The <i>interest rate</i> is	<p>(i) 0.5 percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by South Africa's four largest Banks and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies.</p>				

<b>6</b>	<b>Compensation events</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>7</b>	<b>Title</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>1. None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>Contract Work Insurance, Public Indemnity, Professional Indemnity and SASRIA. 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 C1.4 to the contract (“the insurance Schedule)</b>
84.1	The <i>Employer</i> provides these additional insurances	<b>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 C1.4 to the contract (“the insurance Schedule)</b>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, 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 this contract for any one event is	<b>As stated in C1.4</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the	<b>As stated in C1.4</b>

*Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

## 9 Termination

There is no reference to **Contract Data** in this section of the core clauses and terms in italics used in this section are identified elsewhere in this **Contract Data**.

## 10 Data for main Option clause

### B Priced contract with bill of quantities

60.6 The *method of measurement* is

The 6<sup>th</sup> edition of the **Standard System of measuring Building Works** published by **Association of South African Quantity Surveyors** and amended as stated in Part C2.1, **Pricing Assumptions**.

## 11 Data for Option W1

W1.1 The *Adjudicator* is (Name)

the person selected from the **ICE-SA Panel of Adjudicators** listed in [www.ice-sa.org.za](http://www.ice-sa.org.za) by the Party intending to refer a dispute to him.

W1.2(3) The *Adjudicator nominating body* is:

the **Chairman of ICE-SA** a joint Division of the **South African Institution of Civil Engineering** and the **London Institution of Civil Engineers**. (See [www.ice-sa.org.za](http://www.ice-sa.org.za) ) or its successor body.

W1.4(2) The *tribunal* is:

arbitration.

W1.4(5) The *arbitration procedure* 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

**Kempton Park, South Africa**

The person or organisation who will choose an arbitrator

	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<p><b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.</b></p>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
<b>X5</b>	<b>Sectional Completion</b>	Completion of installation, commissioning, and handover of each escalator
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
X7.1	Delay damages for Completion of each section of the <i>works</i> are	Amount per day is 0.05% of the contract value, up to the maximum of 10% of the contract value
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Amount per day is 0.05% of the contract value, up to the maximum of 10% of the contract value
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	5% of Contract value excluding VAT.
<b>X16</b>	<b>Retention (not used with Option F)</b>	
X16.1	The <i>retention percentage</i> is	5%
<b>X18</b>	<b>Limitation of liability</b>	
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 which are not listed on the Defects Certificate 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 excluded matters, is limited to:	<p>The <b>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.</b></p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> </ul> <p>infringement of an intellectual property right</p>
X18.5	The <i>end of liability date</i> is	<p>(i) 5 years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period.</p> <p>If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The Additional conditions of contract are	

Z1	<b>The <i>Additional conditions of Z1 – Z17 contract</i> are</b>
<b>Z1</b>	<b>Interpretation of the law</b>
<b>Z1.1</b>	<b>Add to core clause 12.3:</b>  Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , 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.
<b>Z2</b>	<b>Providing the Works:</b>
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b> The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose
<b>Z3</b>	<b>Other responsibilities:</b>
	<b>Add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z4</b>	<b>Extending the defects date:</b>
	<b>Add the following as a new clause 46:</b>
<b>Z4.1</b>	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

**Z4.3** The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

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**Z5 Termination**

**Z5.1** Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

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**Additional Z Clauses**

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**Z6 Cession, delegation and assignment**

**Z6.1** 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 not) of the *Contractor*.

**Z6.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity.

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**Z7 Joint and several liability**

**Insert the following new clause as Option X18.6:**

**Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

**Z7.2** 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

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**Additional Z Clauses**

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**Z8 Cession, delegation and assignment**

**Z8.1** 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 not) of the *Contractor*

**Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

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**Z9 Joint and several liability**

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- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
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**Z10 Ethics**

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**Z10.1** The *Contractor* undertakes:

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

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

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

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

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**Z11 Confidentiality**

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

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

**Z11.3** This undertaking shall not apply to –

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

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

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

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

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

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**Z12** ***Employer's Step-in rights***

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

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

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**Z13** **Liens and Encumbrances**

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

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**Z14 Intellectual Property**

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

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

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

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

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

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

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

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**Z14.5.3** the proper use of the Works.

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

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**Z16 Dispute resolution:**

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**Z16.1 Appointment of the Adjudicator**

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

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

## Panel of Adjudicators

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

**Z16.2 Appointment of the Arbitrator**

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

## Panel of Arbitrators

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

<b>Z17</b>	<b>Notification of a compensation event</b>
<b>Z17.1</b>	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
<b>Z18</b>	<b>BBBEE Certificate</b>
<b>Z18.1</b>	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
<b>Z19</b>	<b>Communication</b>
<b>Z19.1</b>	<b>Add a new Core Clause</b> 14.5 and 14.6 to read as follows: The <i>Project Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
<b>Z19.2</b>	The <i>Project Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
<b>Z20</b>	<b>Delegation</b>
As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:	
Z20.1	As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations
Z21	Transformation Imperatives
Z21.1	The Service Provider shall enter into a contract (either through partnership, joint venture or sub-contracting) with (a) Targeted Enterprise(s) to perform a minimum of 30% of work.
Z21.2	A Targeted Enterprise is a registered built environment firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer; or
Z21.3	A built environment CIDB registered firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:
Z21.3.1.	Does not share equity holding with the tenderer; and
Z21.3.2.	Is registered in terms of the Company’s Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
Z21.3.3.	Is registered with the South African Revenue Service; and

Z21.3.4.	Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
Z21.3.5.	Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and
Z21.3.6.	Is 50% or more black owned or 30% or more black women owned; and
Z21.3.7.	<p>Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.</p> <p>The service provider shall achieve in the performance of the contract the contract skills development goal established in the CIDB Standard for developing skills through infrastructure contracts (August 2013)</p> <p>The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services itself.</p> <p>The Service Provider shall not sub-contract more than 25% of the tendered contract value excluding value of work allocated to Targeted Enterprise(s) and any services specified in the Scope of Work to be procured through the Employer’s Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.</p> <p>The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer’s approval.</p>
Z21.4	If due to his negligence or for reasons within its control, the Service Provider does not meet the specified target of work stated in the (measured through the value of the Fee Tendered) to the Targeted Enterprise the Employer shall be entitled to levy a penalty equal to 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage.
Z20.4.1	If the service provider fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the service provider’s control, which is the only reason that may be acceptable to the employer, sanctions shall apply as follows:
Z20.4.2	In the event that the service provider does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to 50% of the Total Notional Cost over contract duration of the skills development programme.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

#### Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>1</sup> in order to understand the implications of this Data which the Bidder is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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 'Works information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Resource Proposal (Annex F)</b>
<b>1</b>	<b>Project Manager</b>	_____

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)



Name:

Qualifications relevant to this contract

Experience

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**2 Structural Engineer**

Name:

Qualifications relevant to this contract

Experience

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**2 Control Engineer**

Name:

Qualifications relevant to this contract

Experience

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**2 Site Foreman**

Name:

Qualifications relevant to this contract

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Experience

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**3 Lift Inspector**

Name:

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Qualifications relevant to this contract

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Experience

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**6 OTHER**

Name:

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Qualifications relevant to this contract

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Experience

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11.2 The following matters will be included in the Risk Register

## C1.3 Forms of Securities

### Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Works Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information.

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

## Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank or Insurance providing the Bond / Guarantee)

[Insert Contractor's name and registered address]

Bank reference No.

Date:

Dear Sirs,

**Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]**

1. In this Guarantee the following words and expressions shall have the following meanings: -

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>works</i> , entered into between the <i>Employer</i> and the <i>Contractor</i> , on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Employer" means	Airports Company South Africa SOC Limited a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> <li>• the date that the Bank receives a notice from the <i>Employer</i> stating that all amounts due from the <i>Contractor</i> as certified in terms of the contract have been received by the <i>Employer</i> and that the <i>Contractor</i> has fulfilled all his obligations under the Contract, or</li> <li>• the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Employer</i>.</li> </ul>
1.7	"Guaranteed Sum" means	5% of contract value excluding VAT which must be submitted within 10 working days from notification of award
1.8	"works" means	<b>Replacement of Escalators set out in the Section C3, Works Information</b>

2. At the instance of the *Contractor*, we the undersigned \_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as \_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer* as security for the proper performance by the *Contractor* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.



3. A demand for payment under this guarantee shall be made in writing at the Bank’s address and shall:
  - be signed on behalf of the *Employer* by a director of the *Employer*;
  - state the amount claimed (“the Demand Amount”);
  - state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
  
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank’s obligation/s to make payment:
  - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
  - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
  
5. The Bank’s obligations in terms of this Guarantee:
  - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
  - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
  
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
  
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
  
8. This Guarantee:
  - shall expire on the Expiry Date until which time it is irrevocable;
  - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
  - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
  - shall be regarded as a liquid document for the purpose of obtaining a court order; and
  - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
  - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
  
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank’s Address.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

--	--



Witness(s)

Bank's seal or stamp


## C1.4 Insurance Schedule

### *Summary of Terms and other Matters Applicable to Employer Provided Insurance*

#### **INSURANCE CLAUSES FOR CAPEX PROJECTS**

This is an ACSA internal document and should not be shared with external stakeholders in this format. Only the insurance clauses relevant to the particular project should be copied and pasted to that tender document or contract.

#### **SECTION A: DEFINITIONS**

**Landside** refers to:

- Areas of the airport before the security points; and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

**Airside** refers to:

- The Apron / maneuvering areas; and
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

## SECTION B: INSURANCE CLAUSES

### 1. INSURANCE REQUIREMENTS FOR PROJECTS WITH A VALUE BELOW R50 million AND DURATION NOT EXCEEDING 36 MONTHS ON THE LANDSIDE

- Projects with a value below R50 million and with a duration not exceeding 36 months are automatically covered under an ACSA umbrella insurance. No need to notify ACSA Treasury about these projects.
- But please note that **Project Notification forms** should be completed by project managers and sent to ACSA Treasury (Email: nokulunga.masiza@airports.co.za) for all projects with a value below R50 million, and with a duration that **exceeds** 36 months as soon as the contract is awarded, as these projects are not automatically covered under an ACSA umbrella insurance.

#### 1.1 Contract Works Insurance

- The contractor must secure a contract works insurance cover for a limit not less than R250 000, each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### 1.2 Public Liability Insurance

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a limit not less than R275 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a limit not less than R500 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### 1.3 Professional Indemnity Insurance

- All consultants must secure Professional Indemnity cover for a limit not less than R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover for a limit not less than R5 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

## **2. INSURANCE REQUIREMENTS FOR PROJECTS WITH A VALUE BELOW R50 million AND DURATION NOT EXCEEDING 36 MONTHS ON THE AIRSIDE**

- Projects with a value below R50 million and with a duration not exceeding 36 months are automatically covered under an ACSA umbrella insurance. No need to notify ACSA Treasury about these projects.
- But please note that **Project Notification forms** should be completed by project managers and sent to ACSA Treasury (Email: nokulunga.masiza@airports.co.za) for all projects with a value below R50 million, and with a duration that **exceeds** 36 months as soon as the contract is awarded, as these projects are not automatically covered under an ACSA umbrella insurance.

### **2.1 Contract Works Insurance**

- The contractor must secure a contract works insurance cover for a limit not less than R250 000, for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### **2.2 Public Liability Insurance**

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a limit not less than R525 000, for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a limit not less than R750 000, for each and every claim;
- The contractor must secure Public Liability insurance cover for damage to aircraft, for a limit not less than R750 000, for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### **2.3 Professional Indemnity Insurance**

- All consultants must secure Professional Indemnity cover for a limit of not less than R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover for a limit not less than R5 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

### **3. INSURANCE REQUIREMENTS FOR PROJECTS WITH A VALUE ABOVE R50 million BUT BELOW R1 billion ON THE LANDSIDE**

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. **Project Notification forms** must be completed by project managers and sent to ACSA Treasury (Email: nokulunga.masiza@airports.co.za) for all projects with a value above R50 million, as soon as the contractor is awarded

#### **3.1 Contract Works Insurance**

- The contractor must secure a contract works insurance cover as follows:
  - i) a limit not less than R300 000 each and every claim - For all civil works and earthworks
  - ii) a limit not less than R300 000 each and every claim - all other claims
  - iii) a limit not less than R700 000 each and every claim – other property insured
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### **3.2 Public Liability Insurance**

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a limit not less than R275 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a limit not less than R500 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

#### **3.3 Professional Indemnity Insurance**

- All consultants must secure Professional Indemnity insurance cover for a limit of not less than R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity insurance cover for a limit not less than R10 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

#### 4. INSURANCE REQUIREMENTS FOR PROJECTS WITH A VALUE ABOVE R50 million BUT BELOW R1 billion ON THE AIRSIDE

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. **Project Notification forms** must be completed by project managers and sent to ACSA Treasury (Email: nokulunga.masiza@airports.co.za) for all projects with a value above R50 million, as soon as the contractor is awarded.

##### 4.1 Contract Works

- The contractor must secure a contract works insurance cover as follows:
  - iv) For all civil works and earthworks excluding runways - a limit not less than R300 000 each and every claim
  - v) For runway rehabilitation - a limit not less than R300 000 each and every claim
  - vi) For new runway construction - a limit not less than R700 000 each and every claim
  - vii) For all other claims - a limit not less than R300 000 each and every claim
  - viii) For other property insured - a limit not less than limit of R700 000 each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

##### 4.2 Public Liability Insurance

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a limit not less than R1 025 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a limit not less than R1 250 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for damage to aircraft, for a limit not less than R1 250 000 for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

##### 4.3 Professional Indemnity Insurance

- All consultants must secure Professional Indemnity insurance cover for a limit not less than R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity insurance cover for a limit not less than R10 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

## **5. INSURANCE REQUIREMENTS FOR PROJECTS WITH A VALUE ABOVE R1 billion ON EITHER LANDSIDE OR AIRSIDE**

- The limits to be insured stipulated above on paragraphs 1; 2; 3; and 4 do not apply to projects with a value above R1 billion
- Applicable limits to be insured will be determined on a project-by-project basis when insurers are approached for cover
- Insurers may also stipulate additional insurance covers, depending on the scope of the project
- Project managers must complete **Project Notification forms** and send them to ACSA Treasury(Nokulunga.masiza@airports.co.za) for projects above R1 billion, **before the publication of the tender document.**

## C2.1 Pricing assumptions: Option A

### 1. The *conditions of contract*

#### 1.1. How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option A states:

<p><b>Identified and defined terms</b></p>	<p>11 11.2</p>	<p>(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.</p> <p>(27) The Price for Work Done to Date is the total of the Prices for each group of completed activities and each completed activity which is not in a group.</p> <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.</p>
--	--------------------	---

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

#### Function of the Activity Schedule

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

#### Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Hence when compiling the *activity schedule*, the tendering contractor needs to show each activity on the programme he submits with his tender.

#### Preparing the *activity schedule*

The tendering contractor prepares the *activity schedule* and should study the ECC3 Guidance Notes pages 19 and 20 before doing so. The *Employer* may have instructed the tendering contractor to include particular activities which he has specified and requires the *Contractor* to identify them in his *activity schedule*.

1 Generally it is the Contractor who prepares the Activity Schedule as part of his

tender by breaking down the work described within the Works Information into suitable activities which can be well defined, priced as a lump sum and shown on the programme. The Employer, in his Conditions of Tender or in a Tender Schedule, may have listed some items that he requires the Contractor to include in his activity schedule and be priced accordingly.

- 2 The Prices are defined in clause 11.2(20) as the lump sum for each activity in the activity schedule and the Price for Work Done to Date (PWDD) (the amount due to the contractor) is defined in clause 11.2(24) as the total of the Prices for each activity that has been completed. Hence activities in the activity schedule should be structured so as to provide an acceptable monthly cash flow as they are only assessed for payment on the assessment date if they have been completed.
- 3 As the Contractor has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to an Employer's risk, the lump sum Prices must also include for the correction of Defects.
- 4 If the Contractor has decided not to identify a particular activity, the cost to the Contractor of doing the work must be included in, or spread across, the other Prices in order to fulfil the obligation to complete the works for the tendered total of the Prices.
- 5 There is no adjustment to the lump sum activity schedule price if the amount, or quantity, of work within that activity 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.
- 6 Hence the Prices tendered by the Contractor in the *activity schedule* are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk.
- 7 However, the Contractor does not have to allow in his Prices 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.

## C2.2 Activity Schedule

Option A (refer to Works Information C3 for more details)

Item No	Description	Unit Price	Quantity	Subtotal Price [Excl. VAT]
<b>Professional Services (Bidder to break down amount according to FIPDM Stages)</b>				
1	Stage 1 Report - Mechanical Engineer		1	
2	Stage 2 Report - Mechanical Engineer		1	
4	Stage 3 Report - Mechanical Engineer		1	
5	Stage 4 Report - Mechanical Engineer		1	
	Stage 5 Report - Mechanical Engineer		1	
	Stage 6 Report - Mechanical Engineer		1	
	Stage 1 Report - Control Engineer		1	
	Stage 2 Report - Control Engineer		1	
	Stage 3 Report - Control Engineer		1	
	Stage 4 Report - Control Engineer		1	
	Stage 5 Report - Control Engineer		1	
	Stage 6 Report - Control Engineer		1	
8	Structural integrity test certificates for the Trusses according to test methods which the engineer deems fit		19	
<b>Ps and Gs</b>				
9	Site Establishment		1	
10	Site De-establishment		1	
11	All Monthly Ps and Gs for provision of anything else for completion of the Works		22	
<b>Decommissioning of escalators</b>				
12	Removal of escalators		19	
<b>Supplies</b>				

12	Supply of complete escalators		19	
	Electrical Supplies and Installation Works including COCs		Sum	
	Control Supply and Installation Works		Sum	
	Plant and equipment hire		Sum	
	Supply and erect Hoarding		19	
	Rigging work		19	
<b>Installation Works</b>				
0	All Installation works including rigging		19	
	Performance and legal compliance testing, Supply All Legal documentation for escalators [SANS 1543 Annex A and B]		19	
1	Commissioning		19	
<b>General</b>				
2	Documentation handover		1	
3	Credit for Scrapping/ Material recovery		-19	
	<b>Subtotal</b>			
	<b>VAT 15%</b>			
	<b>*Grand Total A: Estimated Contract Value (EXCL. VAT)</b>			

\*All mounts to entered exclusive of VAT. Grand Total A to be carried over to Form of Offer

\*\* Credit for Scrapping/ Material recovery value to be subtracted from the sum of subtotal prices

\*\*\*FIPDM (Framework for Infrastructure Delivery and Procurement Management) from National treasury

## C3 Works information

Document reference	Title	No of pages
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C3.2	<i>Contractor's Works Information</i>	1
	Total number of pages	19

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### 3.1 Description of the works

#### 3.1.1 Executive overview

In brief, the Contractor will be responsible for the Replacement of 19 Escalators at OR Tambo International Airport over a period of 24 months.

The works shall be done in a live operation airport environment, which is operational 24Hours. Tenderers should make provision for working at night where the works may interrupt airports operations. This will also include removal and safe disposal of the removed and disused parts. Any revenue generated from the disposal should be paid back to ACSA.

Some of the might have to be done at night.

#### 3.1.2 Employer's objectives and purpose of the works

The objective is to replace the escalators to renew the life life-pan of the selected escalators to improve their serviceability, operability, and safety compliance at O.R. Tambo International Airport. The Contractor will ensure that the Replacement is carried out in compliance with the regulations/ applicable laws over a 24 month period. Any revenue generated from the disposal of the material from replacement process will be paid back to ACSA.

The Contractor will be appointed directly by the Airports Company of South Africa.

#### 3.1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airport Company South Africa
ORTIA	OR Tambo International Airport
SANS	South African National Standards
OHS ACT	Occupational Health and Safety Act
PO	Purchase Order
OEM	Original Equipment Manufacture
RSA	Republic of South Africa
UOM	Unit of Measure

### 3.2 Management and start up.

#### 3.2.1 Management meetings

Regular meetings of a general nature may be convened and chaired by the ACSA *Project Manager* or *Supervisor* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly	ORTIA	<i>Employer, Contractor, Supervisor,</i>
Overall contract progress and feedback	Monthly	ORTIA	<i>Employer, Contractor, Supervisor,</i>

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

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

### 3.2.2 Documentation control

All correspondence between the Contractor, Consultant and the Employer shall be performed in an organized manner as defined below.

In this context, by correspondence is meant:

- a) Letters
- b) E-mail

All correspondence originating from a sub-contractor shall first be dealt with and coordinated by the Contractor and submitted as the contractor's correspondence.

For the purposes of distribution and archiving, a correspondence of any type shall not deal with a mixture of various subjects. This refers to both technical and commercial items, i.e. where practical, each technical and commercial subject shall be dealt with in separate correspondence.

All correspondence shall bear the Project Title and the Contract Number.

Furthermore, all correspondence shall bear the date of issuance, in DD.MM. YYYY format.

#### a) **LETTERS**

For official correspondence with contractual and/or financial implications, letters shall normally be used.

The Contractor shall address all his letters to the Consultant. The original shall be submitted to the Consultant and a copy to the Employer.

Letters to the Contractor shall usually be submitted by the Consultant, with a copy to the Employer. Should the Employer wish to write directly to the Contractor, he shall copy to the Consultant.

b) **E-MAIL (Unofficial correspondence)**

For ease of communication, e-mail will be the preferred medium for "normal" communication. However, any communication which the originator regards as Official and "for the record" needs to be on a letterhead, signed and either faxed and/or submitted in hard copy to the recipient. Hence, in the case of a dispute, e-mailed correspondence shall not ipso facto be accepted as proof of error free communication. However, an e-mail shall be considered a valid document only once receipt has been acknowledged or after a response have been received.

The onus is on the sender to either scan confidential information or use Portable Document Format (.pdf).

Forms such as Payment Certificates and Invoices shall always either be scanned in or transmitted in .pdf files.

### 3.2.3 Health and safety risk management

The Contractor shall comply with the Employer's health and safety requirements as contained in Annexure C to this Works Information.

The Contractor shall submit with this Tender, a complete Health and Safety Plan for this project, for the Employer's approval.

The Employer and the Contractor hereby agree, in terms of the provisions of any relevant legislation governing safety or health, that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with the provisions of the legislation, namely: -

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of relevant legislation and the regulations promulgated in terms thereof, and
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the relevant legislation and regulations will be fully complied with, and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the relevant legislation and regulations and expressly absolve the Employer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- (d) The contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the relevant legislation and regulations pursuant to work performed on behalf of the employer and shall, on written demand, provide full details in writing of such investigation, complaint, or criminal charge.

The Contractor shall furthermore comply with all the Employer's requirements for security and safety. An active accident prevention programme shall be maintained. A responsible person shall be appointed, and he is to co-operate fully with the Engineers Representative in all matters pertaining to accident prevention.

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all regulations.
- The Construction Regulations, 2003.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures

When apparatus is in commission or is to be commissioned:

- The Contractor shall ensure that a team member on site of the Contractor is authorized as a Responsible Person.

- The Contractor shall ensure that the Responsible Person shall supervise the works at all times and be available to take permits where necessary.

The Employer may, at any stage during the duration of this contract, be entitled to:

- do safety audits at the Contractor's premises, its work-places and on its employees;
- refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- issue the Contractor with a work stop order should the Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by the Employer in terms of the above and the Contractor shall have no claim against the Employer as a result thereof.
- An authorized Employer's representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- The Contractor shall adhere to the applicable standards and procedures attached to this contract.

### 3.2.4 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in the Employer's EMS included in Annexure H.

### 3.2.5 Quality assurance requirements

- a) The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- b) The Contractor shall control his activities and processes in such a way as to ensure compliance with the Employer's Specifications and Standards. He shall carry out, as a minimum requirement all the tests laid down in the specifications and shall submit all the test results to the Employer.
- c) The Employer's Specifications and Standards, as indicated in this document, are requirements of this contract.
- d) The Contractor shall be responsible for the relevant Quality Assurance Requirements to be imposed on his sub-contractors and suppliers of materials in terms of the above standards.
- e) The Contractor shall submit with this Tender, a complete list of sub-contractors, he intends to make use of for this project, for the Employer's approval. The Contractor will not appoint any sub-contractor without the acceptance of the Employer.
- f) Only new, good quality materials may be used and where applicable materials must comply with the specifications of the South African Bureau of Standards or IEC Specifications.

### 3.2.7 Contractor's management, supervision and key people

#### Minimum requirements of people employed on the Site

A schedule of key personnel to this Contract will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan 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 staff leaves shall be reported and agreed with the Project Manager. The Project Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the contractor's responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site.

The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the tender price in this regard.

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

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

Resource Description	Minimum qualification	Minimum experience
Project Manager	SAQA Accredited Trade Test Lift Mechanic or Diploma in Mechanical or Electrical <b>AND</b> a project management as a module/project management certificate/diploma/ degree	3 years but less than 5 years of Experience in project management of similar works (construction works/ installations/structural modification/modernization/refurbishment / replacement of lifts or escalators or passenger conveyors)
Mechanical Engineer	SAQA Accredited BTech Mechanical <b>AND</b> ECSA registered PRTECH (Mechanical)	5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, demonstrate assessment of structural integrity of steel structures experience.
Control Engineer	SAQA Accredited BTECH Electronics/Mechatronics <b>AND</b> ECSA registered PRTECH (Electronics/Mechatronics)	5 years but less than 10 years' experience post-BENG/BSC/BTECH qualification, demonstrate controls Integration experience on at least one Multidisciplinary project, demonstrate any experience in control and instrumentation project.
Site Foreman	SAQA Accredited Trade Tested - Lift Mechanic Certificate <b>OR</b> SAQA Accredited Trade Tested – Mechanical Certificate <b>OR</b> SAQA Accredited Trade Tested – Electrical Certificate	More than 5 years but less than 8 years of Experience in similar works (installations/structural modification/modernization/refurbishment/ replacement of lifts or escalators or passenger conveyors).
Lift Inspector	ECSA Registered Lift Inspector Certificate <b>AND</b> SAQA Accredited Trade Test - Lift Mechanic Certificate	More than 5 years but less than 8 years of Experience in similar works (installations/structural modification/modernization/refurbishment of lifts or escalators or passenger conveyors).

### 3.2.8 Invoicing and payment

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

The *Contractor* shall address the tax invoice to Airports Company South Africa SOC Ltd. and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;  
 The contract number and title;  
*Contractor's* VAT registration number;  
 The *Employer's* VAT registration number 493 013 8393;  
 Description of work done by cross reference to *Project Manager's* certificate;  
 Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

### 3.2.9 Contract change management

None

### 3.2.10 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

### 3.2.11 Training workshops and technology transfer

The operation of all the equipment supplied under this contract shall be demonstrated at length to the local maintenance personnel to the satisfaction of the employer.

## 3.3 Engineering and the *Contractor's* design

### 3.3.1 *Employer's* design

The Employers' design is limited to the following:

- Layout of the existing buildings and equipment.
- Scope of work

### Scope

#### Replacement of Escalators

- Conduct risk assessments and provide method statement
- Supply tools, strip and remove 19 Escalators spares excluding the truss (**written approval required for removal of Truss**)

- Supply and erect hoarding/barricading equipment. Hoarding /signage shall blend in with the aesthetic of the airport environment. Hoarding must be at least 2.5 m in height, fully enclosed, with lockable access
- Assess **structural integrity** of the truss and provide test certificate by using the services of a qualified and registered professional structural engineer.
- Supply and install 19 Escalators equipment and components excluding the truss in accordance with the technical specification and applicable standards. These include but not limited to the drive motors, gearboxes, step chains, steps, all safety switches, landing plates, drive power transmission components, balustrade assembly, handrails and assemblies, all lights, fasteners, comb plates, brushes, all control and electrical systems including creep mode sensors.
- Works will include but not limited to all required mechanical, electrical and electronics works (e.g. upgrade of circuits and COC's).
- Supply and install power surge protection system to protect product.
- Integrate the 19 Escalators control systems into BMS, ACSA IMCS and remote fault notification system by using the services of a qualified controls and systems specialist
- Supply legal documentation for 19 Escalators.
- Manage project in accordance with the project management principles and **FIPDM** (Framework for Infrastructure Delivery and Procurement Management) from National Treasury.
- Provide all documentation including but not limited to operation/ maintenance manuals, recommended OEM spare list, maintenance/operation training to current maintenance contractor and training documents.
- The Replacement of Escalators must have a warranty period of 1 year, and the bidders will be responsible for a fee free maintenance during the warranty period.

**N.B: 10 Year guarantees still applies**

**NB: The equipment/components should be of the same standard, and spares should be interchangeable, compatible. There should be local spare availability and technical support.**

### Suggested Sequence of Installations

Note the tenderer may provide their own sequence and project plan which ensures that the project is completed on time with no operational disruption.

#### Escalator Replacement

Sequence of Replacement		
1	OE01	OE7
2	OE02	OE5
3	OE6	AE35
4	OE3	AE34
5	OE4	AE10
6	AE9	E8
7	AE12	E9
8	AE11	E10
9	IPE02	E11
10	IPE01	

The Contractor to hand the following items to Project manager at the end of stripping of each escalator

#### Schindler escalator

1. Motor and gearbox
2. Steps
3. Handrail drive shafts
4. Friction wheels
5. Controllers
6. All comb plates

#### From the OE escalators

1. Handrail drive shaft
2. 2 x motor and gearboxes
3. All comb plates

### 3.3.2 Parts of the works which the Contractor is to design

The Contractor is responsible for the detail design of the following:

- Ensure all Designs/selections, supply, and Replacement of escalators comply with all applicable laws.

### 3.3.3 Procedure for submission and acceptance of Contractor's design

The Contractor shall as a minimum submit the following for acceptance:

- Equipment drawings

- Wiring diagrams
- Equipment data sheets
- Control and Instrumentation diagrams signed by a PRENG/PRTECH Electronics/Mechatronics
- Dimensional drawings showing the dimensions of equipment to be supplied by the contractor.
- Quality control plan.

### 3.3.4 Other requirements of the *Contractor's* design

None.

### 3.3.5 Use of *Contractor's* design

See core clause 22.1 of NEC.

### 3.3.6 Design of Equipment

None

### 3.3.7 Equipment required to be included in the *works*

None

### 3.3.8 As-built drawings, operating manuals and maintenance schedules

Three copies of the complete instruction manuals inclusive of all drawings for the operation and maintenance of the equipment shall be handed over to the Engineer (Acsa).

Two CD's containing the following shall also be handed over to the Engineer (Acsa):

- A soft copy and hard copy of the complete selection / design, installation, commissioning & instruction manual and drawings.
- Other related documentation

## 3.4 Procurement

### 3.4.1 People

#### 3.4.1.1 Minimum requirements of people employed on the Site

The Contractor is to be registered on the ACSA database for contractors and permits are to be obtained from ACSA for all workers on site.

### 3.4.1.2 BBBEE

Requirements are included in the Invitation to Bidders

## 3.4.2 Subcontracting

- A. The *Contractor* must subcontract a minimum of 30% of the value of the contract to one or a combination of specified EME or QSE as follows:
- I. an EME or QSE which is at least 51% owned by black people;
  - II. an EME or QSE which is at least 51% owned by black people who are youth
  - III. an EME or QSE which is at least 51% owned by black people who are women
  - IV. an EME or QSE which is at least 51% owned by black people with disabilities;
  - V. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
  - VI. a cooperative which is at least 51% owned by black people;
  - VII. an EME or QSE which is at least 51% owned by black people who are military veterans;
  - VIII. an EME or QSE

### 3.4.2.1 Mandatory manufacturers

None

### 3.4.2.2 Subcontract documentation, and assessment of subcontract tenders

None

### 3.4.2.3 Limitations on subcontracting

None

### 3.4.2.4 Attendance on subcontractors

None

## 3.4.3 Plant and Materials

### 3.4.3.1 Quality

As per company quality plan or standard.

### 3.4.3.2 Plant & Materials provided “free issue” by the *Employer*

The *Employer* will provide the following items:

None

### 3.4.3.3 *Contractor’s* procurement of Plant and Materials

None

### 3.4.3.4 Spares and consumables

Spare parts as detailed in Section 6 of this Works Information will be supplied.

## 3.4.4 Tests and inspections before delivery

The whole of the materials used in the Project shall be subject to such inspection and test at the manufacturer's works as prescribed in the appropriate material standards, required in the specific clauses of the Contract or the Engineer may direct from time to time as the work proceeds.

The manufacturer shall perform all tests as prescribed by IEC or other standards applicable to the equipment. In addition to these tests the manufacturer shall perform the tests specified in the manufacturer's own factory standard for quality control.

**The Employer reserves the right to witness any or all tests and the Contractor shall inform the Employer at least **60 days** in advance of any tests which will be performed.**

**The cost of such inspection and tests, including the provision and use of test equipment, with a quantified number of visits by the Employer shall be included in the Tender Price.**

If, due to the Contract work and/or component materials not complying with this specification, further tests are necessary, the Contractor shall pay all additional costs which may be incurred in re-testing.

The approval by the Employer of the results of such inspection and tests shall not relieve the Contractor of his obligations under the Contract for the satisfactory performance of the plant and materials.

During the execution of the Contract, test specimens, if required by the Employer, shall be taken from the materials for the purpose of check tests or analyses by Independent Authorities. Such specimens shall be prepared for testing and forwarded at the expense of the Contractor to the Testing Authorities selected by the Employer. The Contractor shall deliver to the Employer three copies of the test certificates covering all tests. In case the original certificate is not in the English language, three copies of a translation into English of the certificate plus one copy in the original language shall be delivered to the Employer.

### **3.4.5 Marking Plant and Materials outside the Working Areas**

None

### **3.4.6 Contractor's Equipment (including temporary works).**

None

## **3.5 Construction**

### **3.5.1 Temporary works, Site services & construction constraints**

#### **3.5.1.1 Employer's Site entry and security control, permits, and Site regulations**

All contractor Employees shall obtain permits from ACSA for access to site.

#### **3.5.1.2 Restrictions to access on Site, roads, walkways and barricades**

All deliveries that will obstruct portions of the roadways or public routes for any period of time are to be restricted between 00h00 and 04h00. All logistics affecting operations are to be approved by the relevant ACSA Managers.

All vehicles related to the contractor's works are to be parked within the contractor's hoarded site or in public parking with costs for the contractor's account. Any contractor vehicle towed for illegal parking will be for the contractor's account.

#### **3.5.1.3 People restrictions on Site; hours of work, conduct and records**

Contractors are limited to their actual site establishment areas and places of work and under no circumstances will materials, equipment, tools, cooking or any other disturbance be allowed in public areas and delivery of materials via the normal airport traffic routes is strictly prohibited. Use of the public people mover infrastructure is prohibited.

Contractor's employees are to be clearly identifiable, and they must be discouraged from visiting the public areas of the airport.

#### **3.5.1.4 Health and safety facilities on Site**

None

#### **3.5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest**

None

#### **3.5.1.6 Title to materials from demolition and excavation**

The Contractor has no title to materials from demolition and excavations.

#### **3.5.1.7 Cooperating with and obtaining acceptance of Others**

The Employer has various contracts in progress and the Contractor may be required to adjust his program and activities to coordinate with others.

All hoarding is to comply with the ACSA standard (MANAGER – (011) 921 6226).

The hoarding is to be maintained to ACSA's specifications at all times. Any costs incurred by ACSA for repairing the Contractor's hoarding will be forwarded to the contractor for payment. To avoid this, the contractor is to ensure that the hoarding is maintained on a daily basis.

No existing finishes outside the defined site are to be changed without prior approval by ACSA.

All electrical installations and loading is to be approved by ACSA Electrical Division (MANAGER - (011) 921 6883) prior to any work being executed.

All cable installations are to comply with the ACSA specification as a minimum and be approved by ACSA IT and Electrical.

All mechanical alterations or impact thereon, i.e. air-conditioning, are to be approved by the ACSA Mechanical Division (MANAGER - (011) 921 6225) prior to any work being executed.

The use of any people mover infrastructure for delivery is to be approved by Mechanical Division (MANAGER).

All alterations to fire detectors and sprinklers or impact thereon are to be approved by ACSA Mechanical Division (MANAGER - (011) 921 6225) prior to any work commencing.

#### **3.5.1.8 Publicity and progress photographs**

None

#### **3.5.1.9 Contractor's Equipment**

The Contractor shall as part of his reporting includes a list of Contractors Equipment and material on site. The list shall include Registration numbers, serial numbers, whether it is rented with the provider's details.

#### **3.5.1.10 Equipment provided by the Employer**

The Employer will provide only equipment listed in 4.3.2.

#### **3.5.1.11 Site services and facilities**

The site as detailed on the drawings will be available to the Contractor for the execution the Works. Limited power will be available within the rooms. The Contractor is to source his own water and will be responsible for his own waste disposal. The Contractor shall be responsible for the supply on site of his own telephone or cellular phone.

Existing cable trenches and cable ladders and trays are to be utilized for cable routes. The Contractor is to open cable trenches and include the cost in his rates. All cable trench covers are to be returned to their positions, all covers damaged or broken by the Contractor is to be replace by the contractor at his costs. All cable trays and ladders are to be tidied after cable installation.

#### **3.5.1.12 Facilities provided by the Contractor**

The Contractor shall erect and maintain at his costs his own covered storage and office that he may require. The yard shall be fenced by the Contractor and maintenance of the yard will be his responsibility. The yard shall be kept in a clean and tidy condition at all times to the satisfaction of the Engineer. On completion of the Project, all structures and installations shall be removed from site to the satisfaction of the Engineer.

#### **3.5.1.13 Existing premises, inspection of adjoining properties and checking work of Others**

None

#### **3.5.1.14 Survey control and setting out of the works**

The Contractor will be responsible for setting out the positions of the new equipment. The Engineer is to approve such positions before actual installation commence.

#### **3.5.1.15 Excavations and associated water control**

None

#### **3.5.1.16 Underground services, other existing services, cable and pipe trenches and covers**

The Contractor shall be liable for all damage and breakage to other services. Repair will be done by adequately qualified personnel or contractors. If the damages or breakage is not repair / replaced to the satisfaction of the Engineer within a reasonable time, the Engineer shall be entitled to appoint another Contractor to repair such damage or breakage and debit the account of the Contractor. All damages and breakages are to be reported to the Engineer.

#### **3.5.1.17 Control of noise, dust, water and waste**

The contractor shall keep noise to a minimum and to between 00h00 and 04h00.

The site is to be maintained in a reasonable state of tidiness at all times.

Rubble may not be accumulated on site. Suitable skips are to be provided for the works.

All dust and debris resulting from construction work is to be contained within the hoarded site. Any materials and rubble outside the hoarded site will be removed by ACSA from the Airport without notice to the contractor and will be for the contractor's account.

The Contractor will ensure the proper handling and carting away of spoil material, and the cleaning of ablution areas set aside for the use of the contractor's staff.

### 3.5.1.18 Sequences of construction or installation

To be finalised by awarded bidder and submitted for approval.

### 3.5.1.19 Giving notice of work to be covered up

Notice of work to be covered up is to be given by the Contractor to the Engineer.

## 3.5.2 Completion, testing, commissioning, and correction of Defects

### 3.5.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case, before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	Handover and Closure Report	Within 10 days after Completion
	Submission of Legal Documentation	Within 5 days after Completion
	Handover of technical drawing and Maintenance Manuals	Within 5 days after Completion

### 3.5.2.2 Use of the *works* before Completion has been certified

The Employer will only take over fully tested and commissioned operational boards. The existing equipment is in operation and any outages during the day between 04h00 and 22h00 cannot be accommodated. A gradual transfer of cables from the existing to the new distribution boards is required.

### 3.5.2.3 Materials facilities and samples for tests and inspections

The Contractor will provide all materials, facilities and samples for tests and inspections as described in the Works Information and Detail Specification.

### 3.5.3.4 Commissioning

Commissioning will be done in phases and is to be completed before completion.

### 3.5.2.5 Start-up procedures required to put the *works* into operation

None

### 3.5.2.6 Take over procedures

All documentation as required by the Employer and Engineer is to be submitted.

### 3.5.2.7 Access given by the *Employer* for correction of Defects



All access and outages are to be pre-arranged with ACSA before entering buildings

#### **3.5.2.8 Performance tests after Completion**

None

#### **3.5.2.9 Training and technology transfer**

The Contractor is to provide hands-on training on the equipment during installation.

#### **3.5.2.10 Operational maintenance after Completion**

None

### **3.6 Plant and Materials standards and workmanship**

Plant and Material standards and workmanship requirements as per best practice..

#### **3.6.1 Investigation, survey and Site clearance**

The Contractor shall visit the site during the equipment detail design phase to ensure that the equipment will fit within the existing building structures.

#### **3.6.2 Building works**

None.

#### **3.6.3 Civil engineering and structural works**

Not applicable

#### **3.6.4 Electrical & mechanical engineering works**

The specifications are all included in the Annexure A: Detail Technical Specification of this document.

## **3.2 Contractor's Works Information**

### **3.2.1 Work to be performed at on **the REPLACEMENT of escalators****

### **3.2.1.1 Removal of old and existing escalator equipment**

- All items that are re-usable must be disconnected and delivered to ACSA Storeroom

**ANNEXES to C3 (Works information)**

<b>Title</b>	<b>Annex number</b>	<b>Applicable or N/A</b>
Detail Technical Specification	Annexure A	Applicable
Schedule Of Equipment	Annexure B	Applicable
Escalator equipment/component list per escalator	Annexure C	Applicable
Environmental Terms and Conditions	Annexure D	Applicable
Occupational Health and Safety Agreement	Annexure E	Applicable

**ANNEXURE A****Detail Technical Specification****Regulation and Standards**

When carrying out any REPLACEMENT or installation of the people movers, the following Regulatory Standards shall be adhered to,

- OHS Regulations - Lift, Escalator and Passenger Conveyor Regulations, 1994
- SABS 1543 Escalators and Passenger Conveyors
- SABS 1545 Part 1 Electric Lifts
- SABS 1545 Part 10 Testing and Inspection Documents for Lifts
- SABS 1545 Part 2 Hydraulic Lifts
- SABS 1545 Safety Rules for the Construction and Installation of Lifts
- EN 115 -1 Safety of escalators and moving walks - Part 1: Construction and installation

**Escalator Technical Specification****a) Capacity and power supply data**

- High-Efficiency-Gear: YES
- Nominal power per motor (kW): existing
- Variable speed drive: GFU-STD. FREQ. CONVERTER
- **Ventilator in machine room: Yes**
- Power supply: frequency (Hz): 50
- Voltage for motor connection (Volt): 400
- Voltage for light connection (Volt): 230
- Voltage for safety circuit (Volt): 110
- Rated motor current, total (A): 24
- Motor starting current, total (A): 48
- Electrical main fuse, by others (A): 35
- Mains supply-Cross section (mm<sup>2</sup>): 6

**Electrical main data**

- Location of power supply: TOP
- Controller position: WITHIN TRUSS

- Controller size (H\*W\*D) (mm): STANDARD
- Controller design: STANDARD
- Protective system: motor: IP55
- Protective system: electro. installation: IP21
- Cable material: STANDARD
- Operating panel (Key switch): STANDARD

**b) Balustrade**

- **Balustrade - material / colour**
- Balustrade: DESIGN-F
- Balustrade height (mm): 1000
- Balustrade profile: material: ALU POWDER COATED
- Balustrade profile: colour: WHITE ALUMINIUM (RAL9006)
- Balustrade panel: material: GLASS Tempered, 10mm thick
- Balustrade panel: colour: CLEAR
- Balustrade panel: joints: STANDARD

**Skirting and decking**

- Inner decking: material: ST.ST.
- Outer decking: material: ST.ST
- Skirting: material: ST.ST
- Skirting: colour: AF-COATING-CLEAR
- Skirting: thickness (mm): 4
- **Handrail guide profile st.st.**

**c) Claddings for truss**

- Lateral cladding: ON BOTH SIDES
- Lateral cladding: material: ST.ST.
- Lateral cladding: joints: OPTICAL
- Soffit cladding: YES
- Soffit cladding: material: ST.ST
- Decorative angle: YES •
- Decorative angle: material: ST.ST.

**d) Step and Handrail**

- Step chain: link area: LARGE
- Step chain: strength: HARDENED A. TEMPERED
- Step chain with sealed rollers
- Step colour: SILVER (PAINTED)
- Step edges, coloured: YELLOW-SYNTH. MATERIAL
- Handrail colour: BLACK Slime Line

**e) Comb plates and floor covers**

- Combs of aluminium: NATURAL
- Lining for comb plate: RIBBED ALUMINIUM
- Comb plate logo: OEM
- Lining for floor cover: RIBBED ALUMINIUM
- Comb plate setting according to: EN115

**f) Operating mode and control**

- Intermittent operation: Scan Sensors
- Light barrier in skirt

**g) Safety Equipment/Devices**

- Step gap lighting: Yes
- Comb plate lighting: Yes
- Direction indicators: Yes
- Emergency stop buttons: Yes
- Service brake on drive shaft: Yes
- Drive chain monitor: Yes
- Step chain tension contacts: Yes
- Guard plates: Yes
- Counter track: Yes
- Skirt brushes: Yes
- Upthrust contact device: Yes
- Step level contact: Yes
- Complate contact: Yes
- Skirt contacts: Yes

- Handrail entry contacts: Yes
  - Speed monitor: Yes
  - Step monitor: Yes
  - Handrail monitor: Yes
  - Electric anti-reversing monitor: Yes
  - Phase monitoring relay: Yes
  - Motor protection: Yes
  - Brake lightning monitor; Yes
  - Water level contact: Yes
  - Floor cover contact: Yes
  - Guard against climbing the balustrade: Yes
- h) Lubrication equipment**
- Lubricating unit: AUTOM. LUBRICATION SYSTEM
  - Lubricating Step; Yes
  - Oil drain channels; Yes
- i) Communication Systems**
- BMS interface and fault notification: Yes
  - Infrastructure monitoring and communication system: Yes
  - Status notification and viewing via mobile phone: Yes
  - Link to site BMS and web application: Yes
  - USB/Computer download capability of logs and trends Yes

**ANNEXURE B****SCHEDULE OF EQUIPMENT**

## Existing Escalators Sizes

Equipment ID	Type of Equipment	Scope of Work	Vertical Rise (m)	Inclination Angle (degrees)	Width (m)	No of Steps	Power (Kw)
OE1	Escalators	REPLACEMENT	5.75	30	1	81	7.5
OE2	Escalators	REPLACEMENT	5.75	30	1	81	7.5
OE3	Escalators	REPLACEMENT	3.76	30	1	60	7.5
OE4	Escalators	REPLACEMENT	3.76	30	1	60	7.5
OE5	Escalators	REPLACEMENT	4.1	30	1	72	7.5
OE6	Escalators	REPLACEMENT	4.1	30	1	72	7.5
OE7	Escalators	REPLACEMENT	5.1	30	1	81	7.5
AE9	Escalators	REPLACEMENT	8.24	30	1	105	15
AE10	Escalators	REPLACEMENT	8.24	30	1	105	15
AE11	Escalators	REPLACEMENT	4.84	30	1	72	11
AE12	Escalators	REPLACEMENT	4.84	30	1	72	11
AE34	Escalators	REPLACEMENT	8.24	30	1	105	15
AE35	Escalators	REPLACEMENT	8.24	30	1	105	15
E8	Escalators	REPLACEMENT	4.75	30	1	70	11
E9	Escalators	REPLACEMENT	4.75	30	1	70	11
E10	Escalators	REPLACEMENT	4.75	30	1	70	11
E11	Escalators	REPLACEMENT	4.75	30	1	70	11
IPE01	Escalators	REPLACEMENT	12.535	30	1	148	2 x 11
IPE02	Escalators	REPLACEMENT	12.535	30	1	148	2 x 11

**ANNEXURE C**

Escalator equipment/component list per escalator.

<b>Item</b>	<b>components</b>	<b>Quantity</b>
1	Gearbox	1
2	Motor three phase	1
3	Ventilator	1
4	Controller	1
5	Cable material	set
6	Operating panel (Key switch)	2
7	Balustrade - material	set
8	Claddings for truss	set
9	Step Chains	2
10	Tracks	set
11	Handrail and complete drive assembly	2
12	Floor cover (top and bottom)	2
13	Main drive shaft with sprocket	2
14	Main drive chain (Duplex)	2
15	Control Cabin	1
16	VSD Drive	
17	Step gap lighting	4
18	Combplate lighting	4
19	Direction indicators	4
20	Emergency stop buttons	2
21	Service brake on drive shaft	1
22	Drive chain monitor	2
23	Step chain tension contacts	2
24	Guard plates	4
25	Counter track	set
26	Skirt brushes	set
27	Upthrust contact device	2
28	Step level contact	2
29	Combplate contact	2
30	Skirt contacts	4
31	Handrail entry contacts	4
32	Speed monitor	4
33	Step monitor	4
34	Handrail monitor	4
35	Electric anti-reversing monitor	2

Item	components	Quantity
36	Phase monitoring relay	2
37	Motor protection	1
38	Brake ligning monitor	1
39	Water level contact	1
40	Floor cover contact	set
41	Guard against climbing the balustrade	set
42	Lubricating unit: AUTOM. LUBRICATION SYSTEM	4
43	Lubricating Step	1
44	Oil drain channels	4
45	Deflector and wedging guard	
46	Communication Systems	set
47	Scan Sensors	4

**Note: This is a minimum required spares list as per the current design, the Tenderer to verify and where necessary add any other required spares that are not on the list**

**ANNEXURE D**

**ACSA Service & Maintenance Contractors  
Environmental Terms and Conditions to Commence Work - EMS 048**

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

<b>ISSUE</b>	<b>REQUIREMENT</b>
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>• Washing, maintenance and refueling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</li> <li>• The Contractor shall comply with the applicable regulations with regard to noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment at all times in their work area.</li> <li>• Contractors must keep on file:               <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> </ol> </li> </ul>

	<ol style="list-style-type: none"> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labeled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

### Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

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

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_

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



Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: \_\_\_\_\_ (airport name).



**ANNEXURE E**

**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:**

<b>Name of Organization:</b> AIRPORTS COMPANY SOUTH AFRICA O R Tambo INTERNATIONAL AIRPORT
<b>Physical Address:</b> Airport Company South Africa OR Tambo International Airport ACSA Building, 4th Floor

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b>
<b>Physical Address:</b>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**



**MANDATORY’S MAIN SCOPE OF WORK**

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**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. Mandataries who utilise the services of their own Mandataries (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 Mandatary 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.

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
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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 OHS Act 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,

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

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**

## C4: Site Information

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

The Works are located at OR Tambo International Airport, which is a restricted and access controlled area. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such. The contractor will have to adhere to all airport requirements regarding access control, security, fire, health and safety.

#### 4.1.1 Access limitations

##### a. General

- The works is within the security area of the Airports Company South Africa (ACSA) and access to the site is governed by the terms and conditions laid down by ACSA Security Officials from time to time. The *Contractor* shall satisfy himself as to these terms and conditions.
- The *Contractor* shall liaise with the ACSA Security Staff in order to obtain access permits for his staff and vehicle, which will be working within the airport. Personnel and vehicles entering and leaving the site are subject to routine searches.
- The *Contractor* will have to obtain a “gate permit” from the *Project/Service Manager*, before materials and equipment can be removed from the site. The “gate permit” gives an itemized list of materials and equipment to be removed from site.
- The *Contractor* shall make his own assessment of, and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

##### b. Permits

- The Contractor shall ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order prevent work delay as a result thereof.
- This shall include the permit application process.
- The Contractor shall have no claim against ACSA in the event that a permit request is refused.
- The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking

Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Tools 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
Airside Projects/Works Permit	For All projects on the Airside	ACSA Airport Operations/Safety
Low /Medium Voltage Permit to Work	For all work on Substation, Distribution Boards and Cables	ACSA Electrical Maintenance

- 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.
- No work shall be done without a written permission in the form of a permit/works order, displayed on the wall or in a visible area in the work area.

#### c. 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.
- Approved radios may be arranged via said department - payment will be for the account of the Contractor.

#### 4.1.2 Ground conditions in areas affected by work in this contract

There are no excavations activities in this project.

#### 4.1.3 Hidden and other services within the site

There might be water and sewer pipes crossing under or above the substation. Also there are a lot of other cables going through the substation to other substations and these must be treated as live cables. There are also communication cables connecting the substation with the other substations.

#### 4.1.4 Safety Management

- The *Contractor* must be registered with the Occupational Health and Safety Commission.
- The *Contractor* submits a Health and Safety Plan to the *Employer* for work to be performed.
- The Health and Safety plan must include a Risk Assessment of the activities with mitigating methods that will be used to prevent accidents.
- The Health and Safety plan must be implemented and monitored to ensure its integrity.
- Details of *Contractor's* appointed Health and Safety Committee members must be included and appointed in writing.
- The *Contractor* in writing must appoint all competent person/s.

#### Site Location

Escalators	
Equipment ID	Location
OE1	Domestic Arrivals
OE2	Domestic Arrivals
OE3	Domestic Departures
OE4	Domestic Departures
OE5	Domestic Departures
OE6	Domestic Departures
OE7	Domestic Departures
AE9	International Departure (24hour passage)
AE10	International Departure (24hour passage)
AE11	International Departure (24hour passage)
AE12	International Departure (24hour passage)
AE34	International Departure (24hour passage)
AE35	International Departure (24hour passage)
E8	Terminal B, Retail
E9	Terminal B, Retail
E10	Terminal B, Retail
E11	Terminal B, Retail
IPE01	International Departure (bussing gates)
IPE02	International Departure (bussing gates)