



BID DOCUMENT

FOR

**TENDER FOR THE MAINTENANCE & REPAIR OF FIRE
FIGHTING SYSTEMS AT CAPE TOWN INTERNATIONAL
AIRPORT FOR A PERIOD OF 5 YEARS**

Bid Reference Number: CTIA7715/2024/RFP

OCTOBER 2025

Issued by
Airports Company South Africa
CAPE TOWN INTERNATIONAL AIRPORT

Note:

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

VOLUME 1

NAME OF BIDDER:

BIDDER'S DETAILS

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

RFP Timelines

Bid Invitation	23rd October 2025
Compulsory Briefing Session	Tuesday - 11th November 2025 @ 11h00
Non-Compulsory Site Inspection Requirements	Bidders should visit the permit office at least one hour prior to the Briefing Session to obtain visitor access cards / temporary permits required for attending the Site Inspection. Every bidder must come to the site with the following: (a) Reflective jacket (b) Identity Document and a copy of your ID (not driver's license) PLEASE NOTE THAT NO PERMITS WILL BE ISSUED AFTER 10h00 AM Bidders are to arrive earlier to accommodate the permit / administration process. Refer T1.1.2 below. TBA ON REQUEST
Enquiries closing Date and time	Friday 14th November 2025 - Close of Business
RFP submission closing Date and time	FRIDAY 28TH November 2025 @ 12h00 (Mid-day)
HARD COPY Bid Proposals to be delivered to :	ADDRESS: Tender Box – Procurement Department Southern Office Block Building – Ground Floor Cape Town International Airport Matroosfontein

SBD 1

PART A**FORM A10: INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	CTIA7715/2024/RFP	CLOSING DATE:	FRIDAY 28 TH NOVEMBER 2025	CLOSING TIME:	12h00 mid-day
DESCRIPTION	TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Tender Box – Procurement Department					
Southern Office Block Building – Ground Floor					
Cape Town International Airport - Matroosfontein					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Graham Mitchell		CONTACT PERSON	Graham Mitchell	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
E-MAIL ADDRESS	ctiatender.admin@airports.co.za		E-MAIL ADDRESS	ctiatender.admin@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Not Applicable
Life span	Annex C	Not Applicable
Site information	Annex D	Not Applicable
Risk assessment Equipment	Annex E	Not Applicable
Previous completed PMs	Annex F	Not Applicable
Root cause analysis	Annex G	Not Applicable
Estimated times for breakdowns/faults	Annex H	Not Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Spares List	Annex M	Not Applicable
ACSA maintenance procedure D080 002M Maintenance of the Fire Fighting Systems	Annex N	Applicable
Asset Schedule of CTIA -Airside	Annex O	Applicable
IMCC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex U	Applicable
ACSA Inventory management procedure	Annex V	Not Applicable
Guarantees and warranties to be maintained	Annex W	Not Applicable



T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for**

THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS

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

Mandatory Criteria:

All bidders are to comply with the following Mandatory requirements:

1. Attendance of Compulsory **Briefing** Session
2. Fully Completed and signed Form of Offer and Acceptance – C1.1 (**Found in the NEC 3 TSC Contract document**)
3. Only active CIDB contractor grading of **3SF or higher** are eligible to bid on this initiative.
4. The bidder must provide a **Valid SABS Approved SANS1475 Certificate in the name of the bidding entity** in order to qualify.

Points to Note :

- **No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).**
- **No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.**
- **The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)**
- **Please submit All SBD Returnables**
- **The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner COIDA (Compensation for Occupational Injuries and Diseases Act) (Letter of good standing with the Workers Compensation Commissioner) with the Department of Labour, FEM or RMA Please note the description of the Nature of Business must be relevant to the Tender you are bidding for.**



1.1.1 TENDER DOCUMENT AVAILABILITY

Tender document is available from **23RD OCTOBER 2025** for free download from National Treasury's e-Tender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Please print and complete.

1.1.2 COMPULSORY ON SITE BRIEFING SESSION AND NON-COMPULSORY SITE VISIT (on request)

IMPORTANT TO NOTE : *It is advised that the representative that will be attending the Compulsory Briefing session is directly involved in the compilation of the Bid Document submission. During the briefing session, we offer key instructions on the requirements that are to be observed when compiling your bid submission. It would be in the bidding entities best interest to send a representative that will understand and action the key instructions given during the briefing session*

The **Compulsory Briefing Session Meeting** will take place on **TUESDAY 11TH NOVEMBER 2025 at 11:00**

- Southern Office Block Building – Ground Floor
- Cape Town International Airport

Requirements for Site Visit: TBA

- Original ID / Passport (Driver's Licence will not be accepted)
- Reflective Jacket
- Safety Shoes
- Completion of the 1st half of form A1 prior to the meeting will assist with saving time.

The compulsory Briefing will have the following program (estimated duration):

1. Briefing session – Cape Town International – Southern Office Block Building @ 11h00
2. Site Inspection (after briefing session) on request -

Protocol for site inspection:

- a) While on site bidders shall always adhere to ACSA safety protocol.
- b) Protective gear (PPE) shall be worn before entering Airside.ie. retroreflective safety jacket. See the picture below of an acceptable retro-reflective vest. Bidders will not be able to access airside if the reflective jacket is not to specification (must be lime green and have reflective tape).
Specification Style:
High visibility, lime, waistcoat with zip closure and reflective tape. No other colours will be accepted.
- c) The bidder's representatives are required to bring a certified copy of their identity document, not older than 3 months, or an original ID document. Failure to bring this document to the site will result in the bidder not being able to access Airside.



1.1.3 QUERIES, CLARIFICATION AND COMMUNICATION

Queries relating to the issue of these documents may be addressed to E-mail address:

ctiatenders.admin@airports.co.za

Closing date for Enquiries is **Friday 14th November 2025 - close of business.** Please prepare questions in advance and submit in writing to ctiatender.admin@airports.co.za by closing date and time

1.1.4 TENDER CLOSING DATE AND TIME:

Tenders must be submitted on or before **Friday 28th November 2025 - 12h00 mid-day (South African Time)**

1.1.5 SUBMISSION OF BID DOCUMENTS

- The bidder must submit bids in Printed and Electronic format.
- Printed format (1 Original and 1 Copy) and electronic format using a USB Flash Drive.
- Bids must be sealed in clearly marked envelopes/package indicating which is “Original” and which is “Copy” and marked with Tenderer’s name and contact details, Tender Reference Number and Tender Description and delivered to the following address:
 - Cape Town International Airport
 - Southern Office Block Building – Ground Floor
 - Tender Box – Procurement Department
- Submit bids during working hours Monday to Friday – After hours will be confirmed via e-mail
- Tender Box Slot Size: 300mm wide x 100mm height
- Submission package must be able to fit into the slot of the tender box.
- Bidders must complete the Bid Submission Register which will be on the table next to the Tender Box.
- Where 3rd party companies are used to submit the bid, please ensure that they complete the register.



1.1.6 LATE BIDS

Bids which are submitted after the closing date and time **will not** be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids. Airports Company South Africa SOC Limited will not be liable for any late bids.

Telephonic, telegraphic, telex, facsimile, and e-mailed tenders **will not** be accepted.

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



T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is Airports Company South Africa SOC LIMITED
C.1.2	The Tender Documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender Part T2: Returnable Document T2.1 List of returnable documents T2.2 Returnable schedule Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 <i>Occupational Health and Safety Agreement</i> C1.4 <i>Forms of Securities</i> C1.5 <i>Insurance Schedule</i> Part C2: Pricing Data C2.1 Pricing Assumptions: Option A C2.2 Price List Part C3: Service Information ANNEXES to C3 (Service information)
C.1.4	The Employer's Agent is Graham Mitchell (ACSA SCM Representative) Email address: ctiatender.admin@airports.co.za



	All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Management Department (SCM).
C.1.5	C1.5 Cancellation and Re-Invitation of Tenders C1.5.1 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 submit. 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.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 that 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 comply with requirements.
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.2.6	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 Compulsory Briefing Session Tuesday 11th November 2025 @ 11h00 at Cape Town International Airport – Southern Office Block Building – Ground Floor The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).



	Tenderers must sign the attendance list in the name of the tendering entity. An addenda will be issued on www.etenders.gov.za and/or ACSA Tender Bulletin, and tenders will be received only from those tendering entities appearing on the attendance list.
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of 19th November 2025 – close of business
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.2.10.3	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.
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 bids will not be considered.
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.2.14	Information and data to be completed in all respects



	Accept that tender offers, that 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 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: Location of tender box: Tender Box – Procurement Department Southern Office Block Building – Ground Floor Cape Town International Airport Matroosfontein Identification details: Bid Ref. No: CTIA7715/2024/RFP Title: TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS Closing Date: Friday 28th November 2025 at 12:00 mid day
C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for 84 days - twelve (12) weeks for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. 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.
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.3	EMPLOYER'S UNDERTAKINGS
C.3.1	Respond to requests from the Tenderer The Employer will respond to requests for clarification received up to ten (10) working days before the tender closing time. The Employer will respond to requests for clarification by 17th November 2025 close of business
C.3.2	Issue Addenda Addenda will be issued up to ten (10) working days before the tender closing date and time.
C.3.3	Return late tender offers 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.
C.3.4	Opening of tender submissions There will be a public opening of tenders and price reading after the closing date and time at Southern Office Block Building – Cape Town International Airport. A tender opening register will be made available to all bidders who submitted a bid. Only the bids received register will be uploaded on the www.etenders.gov.za website – no prices will be advertised in accordance with the POPIA ACT
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. ACSA may reject and disqualify a bid if the bidder altered any part of this document from its original form. In addition, ACSA may cancel the contract if after the award, it is discovered that any part of this bid document was altered in any way.



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, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) Has been properly and fully completed and signed, and c) Is responsive to the other requirements of the tender documents (check certificates if attached, e.g. Qualifications, etc / allow bidder reasonable time to submit.) C.3.8.2 A responsive tender 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

A staged approach will be used to evaluate tenders**Table 1 of T1.2**

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Test for Responsiveness As per Clause C3.8	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference	Post tender negotiations, if applicable.	Security Vetting, if deemed necessary

Post tender negotiations and/or Security Vetting may be carried out if required.

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

Documents outside the detailed evaluation stages will be checked in this stage.

Documents relating to the Mandatory, Functionality and Price/Preference will be checked in those stages and evaluated accordingly.

Stage 2 Mandatory Criteria

All bidders are to comply with the following Mandatory requirements:

1. Attendance of Compulsory **Briefing** Session
2. Fully Completed and signed Form of Offer and Acceptance – C1.1 (**Found in the NEC 3 Contract document**)
3. Only active CIDB contractor grading of **3SF or higher** are eligible to bid on this initiative.
4. The bidder must provide a **Valid SABS Approved SANS1475 Certificate in the name of the bidding entity** in order to qualify.

**Points to Note :**

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

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

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

Please submit All SBD Returnables

The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner COIDA (Compensation for Occupational Injuries and Diseases Act) (Letter of good standing with the Workers Compensation Commissioner) with the Department of Labour, FEM or RMA Please note the description of the Nature of Business must be relevant to the Tender you are bidding for.



Table 2 of T1.2

Description of quality criteria	WQ	Sub criteria	Total Points Score
Tenderer's resource proposal	79	Qualifications	39
		Years of experience in similar works	40
Company References	21	Company References	21
Total			100

Stage 2 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.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall qualifying threshold of **78 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE.

*Functionality hurdle breakdown (all qualifications must be SAQA accredited)

(Proof of qualification should be attached to the resource's CV) – All foreign and technical qualifications provided must be South African Qualifications Authority or CETA/SETA-approved/accredited.

(Note: Number in the brackets below are points allocated)

All foreign and technical qualifications provided must be SAQA-approved/accredited.

Site Supervisor x 1		Maximum Points
	Qualification	
	NQF level 3 OR NQF level 4 Mechanical Fitter/ Millwright Artisan WITH Trade test AND Valid SAQCC Fire registration	15
	No NQF level 3 OR NQF level 4 Mechanical Fitter/ Millwright Artisan WITH Trade test AND Valid SAQCC Fire registration	0
	Experience	



			Years of experience post- qualification in Maintenance of Fire prevention and protection system - all or a combination of the following: • Fire pumps • Fire extinguishers • Fire sprinklers Points per qualifying years • <2 years of experience 0 points • Between 2 to 4 years' experience 10 points • >4 years of experience 15 points	15	
		Total Points		30	
		Site Supervisor OHS Training Certificate		Maximum Points	
		Site Supervisor OHS Training Certificate (9)	Qualification		
			Active Occupational Health and Safety (OHS) Certificate.	9	
			No Active Occupational Health and Safety (OHS) Certificate.	0	
		Total Points		9	
		Technician x1		Maximum Points	
			Qualification		
			Valid SAQCC Fire registration	10	
			No Valid SAQCC Fire registration	0	
			Experience		
		Technician	Years of experience post-registration in Maintenance of Fire prevention and protection system - all or a combination of the following: • Fire pumps • Fire extinguishers • Fire sprinklers Points per qualifying years • <2 years of experience 0 points • Between 2 to 4 years' experience 10 points • >4 years of experience 15 points	15	
		Total Points		25	
		Assistant x1		Maximum Points	
			Qualification		
		Assistant	Valid SAQCC Fire registration	5	
			No Valid SAQCC Fire registration	0	



		Experience	
		Years of experience post-registration in Maintenance of Fire prevention and protection system - all or a combination of the following: • Fire pumps • Fire extinguishers • Fire sprinklers Points per qualifying years • <1 years of experience 0 points • Between 1 to 2 years' experience 5 points • >2 years of experience 10 points	10
		Total Points	15
		Company References – 21 (submit proof of previous work reference of the tendering entity where similar or relevant works were previously done and submitted on the client's letterhead, describing the type of work, reference number and contactable details. <i>NB: letters reference stating the Maintenance and Repairs of Fire Fighting Systems and Equipment. The fire equipment to be covered are Fire Extinguishers, Fire Hydrants, Fire Hose Reels, and Fire Sprinkler Systems with Diesel Engine Driven Pump. Reference must be traceable</i>	
		Company References	Maximum Points
		Reference Letter covering Maintenance and Repairs of Fire Fighting Systems and Equipment. The fire equipment to be covered are Fire Extinguishers, Fire Hydrants, Fire Hose Reels, and Fire Sprinkler Systems with Diesel Engine Driven Pump. Important Notes: • Each letter must cover maintenance and repairs of at least two (2) of the fire equipment types listed above. • If two separate letters each cover only one equipment type, they will collectively count as one (1) qualifying reference. Points per qualifying letters • 7 points for each qualifying letters	21
		Total Points	21



Stage 4 Price and Preference

This is the final stage of the evaluation process, unless prescribed Objective Criteria are used, and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value below R50 million. A maximum of 80 points is allocated for price based on the following formula:

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

Evaluation of Preference

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

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

Specific Goals	Number of points (80/20 system)	Bidders Self SCORE
B-BBEE Status Level 1	5	
B-BBEE Status Level 2	4.5	
B-BBEE Status Level 3	4	
B-BBEE Status Level 4	3	
B-BBEE Status Level 5	2	
B-BBEE Status Level 6	0.5	
B-BBEE Status Level 7	0.3	
B-BBEE Status Level 8	0.1	
Black youth majority-owned entities	5	
Black women majority-owned entities	5	
Entity located in provincial/municipal/district where services or assets are procured.	5	
Non- compliant contributor	0	



	Bidder to provide proof to support The Preference Points being Claimed. a) Provide an original or certified copy of Valid Sworn Affidavit (Construction) OR b) Valid B-BBEE Certificate from a SANAS accredited rating agency (together with B-BBEE report) 5. If bidder is a Joint Venture (JV) – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency must be provided (together with B-BBEE report) as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice 6. Any other supporting information. IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION (PROOF) THAT IS RELEVANT TO THE SPECIFIC GOALS. Determine the acceptability of the 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: 1. Unduly high or unduly low tendered rates or amounts in the tender offer; 2. Contract data provided by the Tenderer; or 3. The contents of the tender returnable which are to be included in the contract.
C.3.12	Insurance provided by the employer - Refer to Contract Data
C.3.13	C.3.13 Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the Tenderer: a. is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; 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.



T1.3 Standard Conditions of Tender

GENERAL

C.1.1 Actions

C.1.1.1 The employer and each Tenderer submitting a tender offer shall comply with these conditions of the 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 fulfil 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 utilized 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 requires that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system.

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2 – NOT APPLICABLE TO THIS TENDER

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

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



C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

**C.2.8 Seek clarification**

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alterations 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, that 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 evaluates the tender, the contractor reserves the right to review the price based on the 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 an 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 the 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 obvious 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 the 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 the 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
CAPE TOWN INTERNATIONAL AIRPORT**

BID REF. No: CTIA7715/2024/RFP

**TITLE: TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING
SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5
YEARS**

Part T2: Returnable Documents

T2.1: LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes	
	A1: Certificate of Attendance at Compulsory Briefing Session (NB: Bidder must sign the attendance register at the meeting)	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
	A5: Schedule of the Tenderer's Recent Experience related to this Contract	
	A6: Completion Certificates of Previous Contracts Completed	
	A7: Client/Trade Reference Letters of Previous Contracts Completed	
	A8: Proof of Contract Values of Previous Projects/Contracts Completed	Must be in A6 and/or A7
	A9: Schedule of Current Commitments	
	A10: SBD1: Invitation to Bid	
	A11: SBD 4: Bidder's Disclosure Form	
	A12: SBD 6.1: Preference points claim form in terms of Preferential Procurement Regulations	
	A13: SBD 6.2 Declaration for local content and production for PPPFA designated sectors (<i>if applicable</i>)	
	A14: Confidentiality and Non-Disclosure Agreement.	
	A15: Declaration of Interest Form and Politically Exposed Person	



Continuation of List of Returnable Documents and Schedules

The Tenderer must complete the following returnable documents:	Completed (tick)
2 Other documents required for tender evaluation purposes	
B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
B3: SARS Pin issued by the South African Revenue Services.	
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
B5: Central Supplier Database (CSD) proof of registration (CSD Report). If bidder is a JV, must provide a CSD report for the JV.	
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	

The Tenderer must complete the following returnable documents:	Completed (tick)
3 Returnable Schedules & Documents required for tender evaluation purposes that will be incorporated into the contract	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Domestic Subcontractors	
C3: Subcontractor's Supporting Documents	
C4: Plant and Equipment	
C5: B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
C6: CV's of Key Personnel (Site Supervisor, Technician and Assistant)	
C7: Proof of Professional Registration, Qualification and other supporting documents	
C8: Summary CV Schedule – Site Supervisor x1	
C9: Summary CV Schedule – Technician x 1	
C10: Summary CV Schedule – Assistant x1	
C11: Occupational Health and Safety Questionnaire	
C12: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)	
C13: Acceptance of Terms and Conditions of Bid/RFP	
C14: Environmental Terms and Conditions to Commence Work	
C15: Insurance Commitment (on award only)	
C16: Protection of Personal Information (POPI)	
C17: VAT Questionnaire	
C18: Incorporated/Unincorporated JV and Consortium requirements	
C19: Valid SABS Approved SANS1475 Certificate in the name of the bidding entity	
C20: Proof of Locality : Confirmation of Offices in Western Cape (please provide Utility bill/Lease Agreement/Proof of Ownership)	
In Contract Document :	
C1.1 Form of Offer and Acceptance	
C2.2 Pricing Schedules	
All other information and Returnables required in contract doc.	



T2.2: RETURNABLE SCHEDULES AND DOCUMENTS

FORM A1. CERTIFICATE OF ATTENDANCE OF THE COMPULSORY BRIEFING SESSION

TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS

CTIA7715/2024/RFP

Bidder to bring this form to the meeting – consider completing the first portion before coming to meeting.

This is to certify that I, Representative of (Tenderer/company name) of (address)..... E-mail Telephone number Cell number..... visited the compulsory brief session held on date.....
--

Bidder to consider completing the above portion before attending meeting – will assist with saving time.

Signed		Date	
Name		Position	
Tenderer			
Signed by ACSA Representative:			
Name:	(ACSA-SCM)		

**FORM A2. RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**FORM A3. CERTIFICATE OF AUTHORITY FOR SIGNATORY**

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the Tenderer is a joint venture, a certificate of authority for signatories (Form A4) 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 for inclusion on bidder's letterhead:-

"By resolution of the board of directors taken on 2025.....

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **CTIA7715/2024/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)

Signed		Date	
Name		Position	
Tenderer			

**FORM A4. CERTIFICATE OF AUTHORITY OF JOINT VENTURES (WHERE APPLICABLE)**

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			


FORM A5. SCHEDULE OF THE TENDERER'S RECENT EXPERIENCE

Note: When completing the schedule below, Tenderer must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

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

As a minimum, the bidder is to have successfully completed 2 qualifying and relevant projects, each project with a contract value of minimum **R 1 to 3 MILLION (inclusive of VAT)** or more.

To score maximum points the bidder must provide 3 or more fully qualifying and relevant completed projects.

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

No.	Contract Name/Reference number	Contract Description	Client Reference Contact Details (Name, Position, Contact No and Contact E-Mail Address)	Contract Duration (dd/mm/year) TO (dd/mm/year)	Contract Rand value (inclusive of VAT)	Value of works related to this tender's scope (min. R1-R3 million Incl. VAT)	Completion Certificate attached (yes or no)
1			Name:				
			Position:				
			Contact Number:				
			Contact Email Address:				
2			Name:				
			Position:				
			Contact Number:				
			Contact Email Address:				



3			Name:				
			Position:				
			Contact Number:				
			Contact Email Adress:				
4			Name:				
			Position:				
			Contact Number:				
			Contact Email Adress:				

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

Signed		Date	
Name		Position	
Tenderer			



**FORM A6. CERTIFIED COPIES OF CERTIFICATES OF COMPLETION OF CONTRACTS LISTED
IN FORM A5**

**Note: Tenderers must take cognisance of the evaluation criteria as described in the Tender Data,
Part T1.2, Clause C.3.11 – Functionality Criteria**

Please attach Certificates of Completion of Previous Contracts Completed as listed under Form A5
above to this page.

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

Signed		Date	
Name		Position	
Tenderer			

**FORM A7. CERTIFIED COPIES OF CLIENT REFERENCE LETTERS OF PREVIOUS CONTRACTS COMPLETED**

Note: Tenderers must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

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

Ensure referees are contactable.

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 knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			

**FORM A8. PROOF OF CONTRACT VALUES OF PREVIOUS PROJECTS COMPLETED**

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page.

Note: Tenderers must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11 – Functionality Criteria

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

Signed		Date	
Name		Position	
Tenderer			

**FORM A9. SCHEDULE OF CURRENT CONTRACT COMMITMENTS**

1. The Tenderer shall list below all projects/contracts 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/Company Name	Company Point of contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

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			

**SBD 4****FORM A11. BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

YES/NO

2.3.1 If so, furnish particulars:

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



3 DECLARATION

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

**SBD 6.1****FORM A12. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1**

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals / Preference.
- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
PREFERENCE	20
Total points for Price and Preference	100

- 1.5 Failure on the part of a Tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a Tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender



4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the Tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

The 80/20 preference point system is applicable for this tender.

Note to Tenderers: The Tenderer must indicate how they claim points for each preference point system.

Specific Goals	Number of points (80/20 system)	Bidders Self SCORE
B-BBEE Status Level 1	5	
B-BBEE Status Level 2	4.5	
B-BBEE Status Level 3	4	
B-BBEE Status Level 4	3	
B-BBEE Status Level 5	2	
B-BBEE Status Level 6	0.5	
B-BBEE Status Level 7	0.3	
B-BBEE Status Level 8	0.1	
Black youth majority-owned entities	5	
Black women majority-owned entities	5	
Entity located in provincial/municipal/district where services or assets are procured.	5	
Non- compliant contributor	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:



4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the Tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and



(e) forward the matter for criminal prosecution, if deemed necessary.

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	
	
	



SBD 6.2

FORM A13. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (IF APPLICABLE – WILL BE A CONTRACTUAL REQUIREMENT)

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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



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

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

The Department of Trade, Industry and Competition (**the dtic**) designated industries, sectors and sub-sectors for local production at a specified level of local content since 2011.

The following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds.

Industry/sector/sub-sector	Minimum threshold for local content
Buses (Bus Body)	80%
Textile, Clothing, Leather and Footwear	100%
Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers	100%
Canned / Processed Vegetables	80%
Pharmaceutical Products:	
• OSD Tender • Family Planning Tender	• 70% (volumes) • 50% value
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
Furniture Products:	
• Office Furniture • School Furniture • Base and Mattress	• 85% • 100% • 90%
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
Residential Electricity Meter :	



• Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters	• 70% • 70% • 50%
Working Vessels/Boats (All types):	60%
• Components	• 10% – 100%
Conveyance Pipes	80% – 100%
Transformers and Shunt Reactors:	
• Class 0 • Class 1 • Class 2 • Class 3 • Class 4	• 90% • 70% • 70% • 45% • 10%
• Components and conversion activities	• 50% – 100%
Solar PV Components:	
• Laminated PV Modules • Module Frame • DC Combiner Boxes • Mounting Structure • Inverter	• 15% • 65% • 65% • 90% • 40%
Two Way Radio Terminals and Associated Equipment:	
• Portable Radio • Mobile Radio • Repeater	• 60% • 60% • 60%
• Components	• 20% – 100%
Rail Signaling:	• 65%
• Components	• 40% – 100%
Wheely Bins:	100%
Fire Fighting Vehicle	30%
• Crew Cabin • Super Structure • Assembly	• 100% • 100% • 100%
Steel Products and Component for Construction	



Steel Value-added Products - Fabricated Structural Steel - Joining/Connecting Components - Frames - Roof and Cladding - Fasteners - Wire Products - Ducting and Structural pipework - Gutters, downpipes & lauders .	100% 100% 100% 100% 100% 100% 100% 100%
Steel Value-added Products - Plates - Sheets - Galvanised and Colour Coated Coils - Wire Rod and Drawn Wire - Sections - Reinforcing bars	100% 100% 100% 100% 100% 100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
- Casting or Frame Fabrication - Fabrication and winding of the Rotor Core - Accessories - Assembly and testing of the fully-built unit	100% 100% 100% 100%
Rail Permanent Way	90%
- Rails and rail joints - Ballasts - Ballastless - Turnouts/switches and crossings - Railway sleepers - Rail fastening and accessories - Railway maintenance of way plant & equipment - Assembly and testing of fully build unitst	100% 100% 100% 100% 100% 100% 70% 100%
Plastic Pipes	100%
- Polyvinyl chloride (PVC) pipes - High density polyethylene (HDPE) pipes - Polypropylene (PP) pipes - Glass reinforced plastic (GRP) pipes	100% 100% 100% 100%
Air insulated MV Switchgear	50%
- Instrument Transformers - Busbars - Housing - Switching Devices	15% 5% 25% 5%
Bulk Material Handling	85%



• • Conveyer Idlers • Structural Steel • Rubber • Conveyor Belt • Pulleys	• 70% • 100% • 100% • 100% • 60%
Industrial lead Acid Batteries	50%
Cement	100%
• Cem I • Cem II • Cem III • Cem IV • Cem V • Masonry Cement	• 100% • 100% • 100% • 100% • 100% • 100%

The local content bidding document can be completed in line with the requirements of the SABS approved technical specification number SABS approved standard SANS 1286:2017 and the Guidance Document for the Calculation of Local Content together with the associated Annexures:

- Annexure C: Local Content Declaration – Summary Schedule,
- Annexure D: Imported Content Declaration – Supporting Schedule to Annexure C and
- Annexure E: Local Content Declaration – Supporting Schedule to Annexure C.

For local content related enquiries, please call the helpline on +27 (12) 394 1435.

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

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



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



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

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

IN RESPECT OF BID NO.

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

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

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

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



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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**FORM A14. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

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

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

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;
- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;



- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as "the disclosing party" and the party, which receives the confidential information, shall be referred to as "the receiving party".
- 1.3 "affiliate" –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person "controls" another person if it holds



or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than 50% of its voting, income or capital;

1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.5 “receiving party” – the party receiving confidential information in terms of this agreement;

1.6 “the parties” – the Airports Company and _____.

2. INTRODUCTION

2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.

2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. USE OF CONFIDENTIAL INFORMATION

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

4. NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that -

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

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



- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

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

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

5. **COPIES**

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

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

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Company IP") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.



- 6.3 Should the Company provide its consent, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **Title**

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and
- 8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.



10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

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

11. **DOMICILIUM**

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

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

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

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

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium 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 domicilium 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 _____ 2025

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 _____ 2025



[NAME OF SERVICE PROVIDER]
the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____
2. _____



FORM A15. DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSON

Making a Declaration:

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

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

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

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

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

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

**PEP/DPIP Declaration**

DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

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

Full Name	Identity Number	Personal Income Tax Reference Number

5.1.2. I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.

Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder



RETURNABLE FORMS B1 to B8:

Attach the following here:

B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
B3: SARS Pin issued by the South African Revenue Services.
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.
B5: Central Supplier Database (CSD) proof of registration. Include CSD Registration Report
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants
B7: CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners


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:

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

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

Signed		Date	
Name		Position	
Enterprise name			



FORM C2. PROPOSED DOMESTIC SUBCONTRACTORS IF APPLICABLE

Note: Tenderers must take cognisance of the evaluation criteria as described in the Tender Data.

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

Should we be awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

	Name and address of proposed Subcontractor	Nature and extent of work Full Scope of works for sub-contractor to be supplied	Previous experience with Subcontractor.	Percentage and value of works to be subcontracted
1.				
2.				
3.				



	Name and address of proposed Subcontractor	Nature and extent of work Full Scope of works for sub-contractor to be supplied	Previous experience with Subcontractor.	Percentage and value of works to be subcontracted
4.				
5.				
6.				

Signed		Date	
Name		Position	
Tenderer			



FORM C3 SUBCONTRACTOR SUPPORTING DOCUMENTS (IF APPLICABLE)

Provide the following documents:

- a) Intent to Sub-contract document/s or Subcontracting Agreement/s between Main Contractor and Subcontractor/s specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontractor.
- b) Proof of registration with Central Supplier Database (CSD) – provide CSD report.
- c) Valid B-BBEE Certificate or Certified sworn affidavit
- d) Proof of Active CIDB registration status (Please ensure the correct CIDB Class of construction works to be provided – SF Fire Prevention and Protection Systems)
- e) Proof of Address, Municipal Rates Account, Lease agreement with proof of rent payment for a minimum of three months in the Western Province.

Signed		Date	
Name		Position	
Tenderer			

**FORM C4. PLANT AND EQUIPMENT**

The following are lists of major items of relevant equipment that we (bidder/contractor) 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 C5. B-BBEE – PREFERENCE POINTS

Bidder to provide proof to support The Preference Points being Claimed.

- a) Provide original or certified copy of Valid Sworn Affidavit OR
- b) B-BBEE Certificate from a SANAS accredited rating agency (together with B-BBEE report where necessary)
- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided (together with B-BBEE report)
- as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice
- a) Any other supporting information..

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE PROOF/SUPPORTING INFORMATION THAT IS RELEVANT TO THE FOLLOWING SPECIFIC GOALS.

<i>Specific Goals</i>	<i>Number of points (80/20 system)</i>	<i>Bidders Self SCORE</i>
B-BBEE Status Level 1	5	
B-BBEE Status Level 2	4.5	
B-BBEE Status Level 3	4	
B-BBEE Status Level 4	3	
B-BBEE Status Level 5	2	
B-BBEE Status Level 6	0.5	
B-BBEE Status Level 7	0.3	
B-BBEE Status Level 8	0.1	
Black youth majority-owned entities	5	
Black women majority-owned entities	5	
Entity located in provincial/municipal/district where services or assets are procured.	5	
Non-compliant contributor	0	

Signed		Date	
Name		Position	
Tenderer			



FORM C6. DETAILED CVS OF KEY PERSONNEL

Note: Tenderers must take cognisance of the evaluation criteria as described in the Tender Data– Functionality Criteria

Attach here detailed CVs of:

- **SITE SUPERVISOR**
- **TECHNICIAN**
- **ASSISTANT**

**FORM C7: PROOF OF, QUALIFICATIONS AND ANY OTHER SUPPORTING DOCUMENTS FOR:**

Note: Tenderers must take cognisance of the evaluation criteria as described in the Tender Data– Functionality Criteria

Site Supervisor

Please attach certified copies of the Qualifications of Key Personnel as listed under Forms C8. for evaluation purposes.

Technician

Please attach certified copies of the Qualifications of Key Personnel as listed under Forms C9. for evaluation purposes

Assistant

Please attach certified copies of the Qualifications of Key Personnel as listed under Forms C10. for evaluation purposes



FORM C8 THE SUMMARY CV OF KEY PERSONNEL: SITE SUPERVISOR

Name of Site Supervisor: _____

Note: When completing the schedule below, Tenderer must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11
Functionality Criteria

No.	Project/Contract Name	Contract Scope of Works	Client Contactable Reference (Name, Position, Contact No and company e-mail address)	Project Duration (dd/mm/year) TO (dd/mm/year)	Contract Rand value (inclusive of VAT)	Value of works related to this tender's scope (min. R1-3m Incl. VAT)
1			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			
2			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			



3			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			
4			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			

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.

Signed		Date	
Name		Position	
Tenderer			


FORM C8.1 TECHNICAL QUALIFICATIONS: SITE SUPERVISOR
Name of Site Supervisor : _____

Requirements for Site Supervisor

Requirements	Relevant Documentation Included	
	YES	NO
NQF LEVEL (Please refer to the Functionality Requirements)		
Valid Trade test		
Valid SAQCC Certificate/Registration		
Valid OHS Certificate		



FORM C9. THE SUMMARY OF CV OF KEY PERSONNEL: TECHNICIAN

Name of Technician: _____

Note: When completing the schedule below, Tenderer must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11
Functionality Criteria

No.	Project/Contract Name	Project/Contract Scope of Works	Client Contactable Reference (Name, Position, Contact No and company e-mail address)	Contract Duration (dd/mm/year) TO (dd/mm/year)	Contract Rand value (inclusive of VAT)	Value of works
1			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			
2			Name:			
			Position:			



			Contact Number:			
			Company e-mail address:			
3			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			
4			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			



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.

Signed		Date	
Name		Position	
Tenderer			



FORM C9.1 TECHNICAL QUALIFICATIONS: TECHNICIAN

Name of Technician : _____

Requirements for Technician

Requirements	Relevant Documentation Included	
	YES	NO
NQF LEVEL		
Valid SAQCC Certificate/Registration		



FORM C10. THE SUMMARY OF CV OF KEY PERSONNEL: ASSISTANT

Name of Assistant: _____

Note: When completing the schedule below, Tenderer must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11
Functionality Criteria

No.	Project/Contract Name	Project/Contract Scope of Works	Client Contactable Reference (Name, Position, Contact No and company e-mail address)	Contract Duration (dd/mm/year) TO (dd/mm/year)	Contract Rand value (inclusive of VAT)	Value of works
1			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			
2			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			



3			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			
4			Name:			
			Position:			
			Contact Number:			
			Company e-mail address:			

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.

Signed		Date	
Name		Position	
Tenderer			



FORM C10.1 TECHNICAL QUALIFICATIONS: ASSISTANT

Name of Assistant : _____

Requirements for Technician

Requirements	Relevant Documentation Included	
	YES	NO
NQF LEVEL		
Valid SAQCC Certificate/Registration		

**FORM C11. 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.		
	- Periodical work area inspection - Regular Health and Safety meetings with personnel		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	- When joining the company - When changing jobs within the company - When new plant or equipment needs to be operated		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	First line supervisors		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		
	When is this done and how is it achieved?		
2.4	Does this training include the selection, use and care of personal protective equipment?		



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



	Specific task rules						
5.2	Do these rules include permit to work system (as applicable)						
5.3	Do you have experience of project SHE plans?						
	Please give examples of where these have been used						
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?						
6	RISK MANAGEMENT	YES	NO				
6.1	Have the following, involved in the execution of your work, been identified?						
	- Hazards affecting health and safety? - The groups of people who might be affected? - An evaluation of the risk from each significant hazard? - Whether the risks arising are adequately controlled?						
6.2	Are these findings and assessments recorded?						
6.3	How often are they reviewed?						
	Please list the time frame e.g. years						
6.4	For what processes/risk is personal protective equipment issued?						
	<table border="1"> <tr> <td>Process/Risk</td><td>Type of PPE</td></tr> <tr> <td> </td><td> </td></tr> </table>	Process/Risk	Type of PPE				
Process/Risk	Type of PPE						
	Do you have a copy of the issue lists for PPE available on request?						
7	EMERGENCY ARRANGEMENTS	YES	NO				
7.1	How do you manage your arrangements for dealing with emergencies?						
	Are these communicated to your sub-contractors?						
7.2	What provision have you made for first aid?						
	E.g. Trained First Aiders						
7.3	What training do you provide to employees in Safety/Fire Fighting?						
	Please list institutions used for these training						
8	RECRUITMENT OF PERSONNEL	YES	NO				
8.1	Are health and Safety factors considered when hiring personnel?						
8.2	Are medical examinations carried prior to employment?						
	In all cases						
	Where type of work requires medical examination						
8.3	Do you cover exit medical examination?						



8.4	How do you assess the competence of staff before an appointment is made?		
	E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.?		
	Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		



**C12: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT
AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT
(ACT 85 OF 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)**

OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

Name of Organisation:

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Physical Address:

**Airport Company South Africa South Africa SOC Limited
Western Precinct, Aviation Park, O.R. Tambo International Airport
Kempton Park, Johannesburg, 1632**

Hereinafter referred to as "Client"

Name of organisation:

Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"



1. DEFINITIONS

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to the Company;
- 1.3 "Parties" means the company and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to the company;
- 1.5 "Stakeholder" refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) 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.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) 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.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.



THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The Mandatory 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 shall 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.
- 4.2 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatory shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatory intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatory shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatory shall immediately be provided to the Client.
- 6.2 The Mandatory shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on



Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.



10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 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 or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 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.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that shall 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.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
 - Individual's history of general and previous occupational health
 - Comprehensive physical examination for evaluation of systemic function
 - Blood Pressure Measurement
 - Weight, Height and Body Mass Index
 - Urine screening



- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUBCONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.



18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

- 19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.
- 19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

- 20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.
- 20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.



22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

- 24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.
- 24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- Apply penalties as stipulated on the main contract between Mandatary and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.



28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immovable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

29. COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

- 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.
- The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- 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.

30. FURTHER UNDERTAKING

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. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

31. ACCEPTANCE OF 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.

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE



Witnesses:

1. _____
2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

DATE

Witnesses:

3. _____
4. _____


FORM C13. ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)

Bid No: **CTIA7715/2024/RFP**

1. Bidder's Name and Contract Details

Bidder:	
Physical Address:	
Correspondence to be addressed to:	
Phone numbers:	
Email Address:	
Contact Person:	

2. Proposal Certification

We hereby submit a Proposal in respect of **THE TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS** in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the conditions of this bid and documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.
- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.



- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *12 weeks* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2025
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



FORM C14. 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 Airports Company South Africa SOC Limited. The Company shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	Environmental Policy shall be communicated, comprehended and implemented by all appointed contractor staff (refer to Environmental Management Policy T010 001P).
Stormwater, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Company immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on Company property. It is the contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. - Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. - Fires: No open fires shall be permitted on site.
Noise Pollution	- All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. - The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	- Waste shall be separated as general or hazardous waste. - General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. - Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall always maintain a tidy, litter free environment in their work area. - Contractors must keep on file: - The name of the contracting waste company - Waste disposal site used - Monthly reports on quantities – separated into general, hazardous and recycled - Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal - Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	- All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. - Materials Safety Data Sheets shall be stored with all HCS. - All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Company immediately). - All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.



ISSUE	REQUIREMENT
	Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	The Company promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
TRAINING AWARENESS	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

Penalties shall be imposed by the Company 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 the Company 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 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 Airports Company South Africa SOC Limited'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).

**FORM C15. INSURANCE COMMITMENT (ON AWARD ONLY)**

(Refer insurance requirements in contract document)

Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract.
- b. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.

Signed		Date	
Name		Position	
Tenderer			



FORM C16. PROTECT OF PERSONAL INFORMATION ACT (POPIA)

POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



SIGNATURES:

FOR AIRPORTS COMPANY SOUTH AFRICA

SIGNED AT _____ ON THIS _____ DAY OF _____ 2025.

FOR SERVICE PROVIDER

SIGNED AT _____ ON THIS _____ DAY OF _____ 2025.



FORM C17. VAT (VALUE-ADDED TAX) QUESTIONNAIRE

VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

Yes	No
------------	-----------

2. If you have answered yes to the above question, please provide the following:
 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid registration certificate attached? Yes/No
1.		

ACSA management will use the following link to check your registration. [VendorExactSearch\ 1.0.4 \(sarsefiling.co.za\)](#)

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

- 1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture
- 1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.



2. The Law

Section 51 of the VAT Act states that:

- (1) *Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*
- (a) such body shall be deemed to carry on such enterprise as a person separate from the members of such body;*
 - (b) registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;*
 - (c) liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and*
 - (d) the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.*

3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act, required to register for VAT with the South African Revenue Services ("SARS") where the body's taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.

**FORM C18. JV Agreement**

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

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

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

Please complete the following:

Name of lead partner/member of JV	
CIPC Registration Number Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
VAT Registration number Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
CIDB Registration number Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members)	
BBBEE Certificate: Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
CSD Report: Please submit as - Incorporated: Registered on CSD as the JV entity - Unincorporated: Individual Entities	
Letter of Good Standing: Please submit as Individual entities	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	
Physical Address (also each member of the JV)	



Unincorporated/Incorporated JV /Consortium Requirements :

Please include the following in your submission or proof of application

	YES	NO
Consolidated CSD JV/Consortium DOCUMENT		
Consolidated JV/Consortium VAT REGISTRATION		
Consolidated JV SARS TAX PIN CERTIFICATE		
CIPC Documents for all entities in the JV/Consortium		
Consolidated BBBEE Certificate		
Bank confirmation not older than 3 months in the name of the JV/Consortium		



FORM C19. Valid SABS Approved SANS1475 Certificate in the name of the bidding entity

- **Bidders to attach proof of SABS1475 Certificate of Qualification here**



FORM C20. Proof of Locality : Confirmation of Offices in Western Cape (please provide Utility bill/Lease Agreement/Proof of Ownership

(Please attach here)



**AIRPORTS COMPANY SOUTH AFRICA
CAPE TOWN INTERNATIONAL AIRPORT**

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

**TITLE : TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN
INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS**

TENDER REFERENCE NUMBER: CTIA7715/2024/RFP

NEC3 TSC: TERM SERVICE CONTRACT – APRIL 2013

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Applicable at Cape Town International Airport**

(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN
INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS

Contents:

No of pages

Part C1 Agreements & Contract Data

[●To be updated

Part C2 Pricing Data

[●]

Part C3 Scope of Works

[●]

Part C4 Site Information

[●]

VOLUME 2

NAME OF BIDDER.....



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C1.1 Forms of Offer and Acceptance

C1.1 - FORM OF OFFER AND ACCEPTANCE

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

TENDER FOR THE MAINTENANCE & REPAIR OF FIRE FIGHTING SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(TO BE FILLED IN FIGURES AND WORDS)

for the Contractor

Signature

Date

Name

Capacity

(Name and address of organisation)

Name and signature of witness

signature

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

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Contractor's offer. In consideration thereof, the employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Contractor's offer shall form an agreement between the employer and the Contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data and Price List
 - Part C3: Service information.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

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

The Contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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,
Cape Town International Airport
Administrative Office
South Office Bloc4
Western Cape
7525**

Name of witness signature

Schedule of Deviations

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

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance.

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

C1.2 Contract Data

Precedence in interpretation of the contract:

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

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

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

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options:	X1: Price Adjustment for inflation X2: Changes in the law X17: Low service damages X18: Limitation of Liability (as amended in Option Z) X19: Task Order Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Cape Town International Airport Administrative Office South Office Block Western Cape
	Tel No.	021 935 1200
10.1	The <i>Service Manager</i> is:	Khathulo Rabambi
	Address	Cape Town International Airport Administrative Office South Office Block Western Cape
	Tel No.	021 937 4459/ 082 046 4916
	e-mail	Khathulo.Rabambi@airports.co.za
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport

11.2(13)	The <i>service</i> is	The Maintenance of Fire extinguishers, Automatic Sprinklers, Hydrant and Hose Reels System, as more fully set out in section C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users 2. Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects 3 Access to Site 4 Working on a live 5. Carrying maintenance activities in a busy airside environment
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>Service Period</i> is	5 years after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	between the 1st and 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)

51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and (ii) the LABOR rate applicable at the time for amounts due in other currencies
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> ("the Insurance Schedule").
83.1	The <i>Contractor</i> provides these additional insurances	Professional Indemnity Insurance Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the <i>contract</i>.
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage	Refer to section C1.5 Insurance Schedule

	caused by the <i>Contractor</i> to the <i>Employer's</i> property is																			
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule																		
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Refer to section C1.5 Insurance Schedule																		
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act																		
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																			
A	Priced contract with price list																			
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.																		
11	Data for Option W1																			
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																		
<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> </tbody> </table>			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com
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	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
W1.2(3)	The <i>Adjudicator nominating body</i> is:		the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body
W1.4(2)	The <i>tribunal</i> is:		Arbitration
W1.4(5)	The <i>arbitration procedure</i> is		the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is		Johannesburg, South Africa
	The person or organization who will choose an arbitrator		the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option		
X1	Price Adjustment for inflation		The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X17	Low service damages		As per the Service Information (C3) – Annex I section 6
X17.1	The <i>service level table</i> is in		The Service Information, Annex I
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to		Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to		The total of the losses incurred and/or repairs to the damages caused
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to		The total of the losses incurred and/or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or		The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the

in connection with this contract, other than the excluded matters, is limited to

excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

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

- **Loss of or damage to the Employer's property,**
- **Defects liability,**
- **Insurance liability to the extent of the Contractor's risks**
- **death of or injury to a person.**

infringement of an intellectual property right

X18.5 The *end of liability date* is

As per the *Prescription Act* .

X19 Task Order

X19.5 The *Contractor* submits a Task Order programme to the *Service Manager* within

5 days of receiving the Task Order

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

Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service: Delete core clause 20.1 and replace with the following:
Z2.1	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.
Z3.	Other responsibilities: add the following at the end of core clause 27:
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
Z4.	Termination
Z4.1	Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
Z5.	Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:
Z5.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: • The additional conditions of contract under these Z clauses • The conditions of contract and • The other documents.
Z5.2	The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.
Z6.	Payment: Add the following at the end of core clause 51:
	51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

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

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

Amendment to the Secondary Option Clauses

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

Z7.1 A change in law is defined as:

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

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

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

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

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

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

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

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

Additional Z Clauses

Z10. Cession, delegation and assignment

Z10.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.

- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service or the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality

undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

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

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

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

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

Qualifications relevant to this contract

Experience

4 Other

Name:

Qualifications relevant to this contract

Experience

5 Other

Name:

Qualifications relevant to this contract

Experience

11.2 The following matters will be included in the Risk Register

1. See Annex T-N/A

2.

3.

4.

5.

6.

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT
Cape Town International Airport Administrative Office South Office Block Western Cape 7525

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

5 YEAR MAINTENANCE OF FIRE FIGHTING EQUIPMENT (SPRINKLER SYSTEM, FIRE EXTINGUISHER, HYDRANTS AND HOSE REELS)

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- i) 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.
- j) "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
- k) Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (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.
- l) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- m) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- n) Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
- o) 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.
- p) This Agreement shall be binding for all work the Mandatory undertakes for the client.
- q) 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.

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

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

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

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

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C1.4 Forms of Securities

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

C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

For OPEX projects and non-construction CAPEX projects on the **airside**:

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Please note that where the project covers **both landside and airside**, only the airside clause will apply

C2.1 Pricing assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------------|--|
| Identified and defined terms | 11
11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and
where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |
|-------------------------------------|------------|--|

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

Function of the Price List

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

Link to the Contractor's plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price*

list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

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

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

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

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

C2.2 Price List

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

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Table 1: Administration Cost -Year 1

Item no.	Contract Administration Costs	Frequency	Quantity (per year)	Amount (per single item)	Total cost over 1 year
1	Airport permits & Airport Parking fees (provisional amount)	Yearly	1		
2	Airport Safety Induction	Every two years	1		
3	Safety file	Once Off, thereafter maintained yearly	1		
4	Insurance (ACSA required for this contract)	Monthly	12		
Total				R	R

- **N.B.** Contract administrative costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration (5 years)
 - Safety induction to be done every 2 years times (Year1) i.e. frequency 0.5 per year annualized
 - Safety file cost to include medicals examinations as a once off cost and COIDA insurance based on number of employees registered within the contract
 - PPE is a requirement for all resources allocated for this contract

Table 2: Preventative Maintenance (Sprinkler System, Hydrants and Hose Reels) -Year 1

Activity	Frequency	Frequency per year	Quantity	Cost/Activity	Total Cost over 1 year
Sprinkler Control Valves service (costing for year 3)	3 yearly	0.3	25		
Annual Servicing - Preventative Maintenance of Fire Hose Reels	Yearly	1	562		
Annual Servicing - Preventative Maintenance of Fire Hydrants	Yearly	1	448		
Annual Servicing - Preventative Maintenance of Fire Pump Station	Yearly	1	1		
6h Diesel Full load Engine test run	Quarterly	4	1		
Fire Blankets	Yearly	1	8		
50kg Trolley	Yearly	1	1		
Fire Boosters	Yearly	1	56		
Diesel Engine Test	Weekly	52	1		
Sprinkler Valve Testing Weekly Sprinkler Control Valves and gong inspection and testing	Weekly	52	25		
Bi-Monthly Audit and Inspection (Hose Reel)	Bimonthly	6	562		
Bi-Monthly Audit and Inspection (Hydrant)	Bimonthly	6	448		
Fire Blankets	Bimonthly	6	8		
50kg Trolley	Bimonthly	6	1		
Hydrant and Sprinkler Annual Flow Test	Yearly	1	25		
ASIB Annual Sprinkler System Inspection	Yearly	1	25		
*Other					
Total Maintenance & Inspections					

The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for **shall fill in any other activity with prices for “other” activities which they deem necessary to achieve the set out comes on availability ,reliability, maintainability, legislative and all other targets set in this contract. **Should an alternative not be presented, the offer will be deemed as the contractor’s optimal proposal for which they will be liable for.***

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

***It is noted
that the

required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.

Table 3: Service of Hand Fire Appliance-Year 1

Description	Quantity	Service cost (Year 1)	Bi-Monthly Inspection (Year 1)
4.5kg DCP Extinguisher for service	530		
4.5kg DCP Extinguisher for pressure testing	84		
9kg DCP Extinguisher for service	340		
9kg DCP Extinguisher for pressure testing	45		
5kg DCP Extinguisher for service	120		
5kg DCP Extinguisher for pressure testing	41		
2.5kg DCP Extinguishers for service	60		
2.5kg DCP Extinguishers for pressure testing	20		
9kg CO2 Extinguisher for service	340		
9kg CO2 Extinguisher for pressure testing	45		
5kg CO2 Extinguisher for service	120		
5kg CO2 Extinguisher for pressure testing	41		
2kg CO2 Extinguisher for service	55		
2kg CO2 Extinguisher for pressure testing	12		
1.5kg DCP Extinguisher for service	41		
1.5kg DCP Extinguisher for pressure testing	35		
1kg DCP Extinguisher for service	7		
1kg DCP Extinguisher for pressure testing	3		

*The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for **shall fill in any other** activity with prices for "other"

activities which they deem necessary to achieve the set out comes on availability, reliability, maintainability, legislative and all other targets set in this contract. **Should an alternative not be**

Table 4: Estimated Contract Value for Repairs and Maintenance service for the 1st Year

Description	Annual Total
Table 1 Administration Cost -Year 1	
Table 2: Preventative Maintenance (Sprinkler System, Hydrants and Hose Reels)-Year 1 (one)	
Table 3: Service of Hand Fire Appliance-Year 1	
TOTAL VAT EXCLUSIVE	
VAT @ 15%	
TOTAL VAT INCLUSIVE :12 MONTH CONTRACT VALUE (Year 1)	

Table 5: Estimated Contract Value for Repairs and Maintenance service for the Year 1-5

Description	CPI	Total
Year 1	n/a	
Year 2	6%	
Year 3	6%	
Year 4	6%	
Year 5	6%	
3 yearly Sprinkler Control Valves service (once off cost)	0%	
Total VAT Exclusive		
VAT @15%		
Total over 5 years (VAT Inclusive)		

Table 6: Provisional Ad hoc and Spare Acquisition Cost

Activity		Provisional sum
Ad hoc & spares		R 2 506 205.00
Total		R 2 506 205.00

** N.B. Spares and Ad hoc repair costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration*

Table 7: Mark-up (third party procured items/services for OPEX portion)

Bidder to complete

Value of Item or Services	**Mark-up (Contractor to fill in)
R0 – R10,000	%
R10,001 – R25,000	%
R50,001 – R100,000	%
R100,001 – R250,000	%

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

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

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

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

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Table 8: Total Opex costs over 5 years

Description	Total
Estimated Contract Value for Repairs and Maintenance service for the Year 1-5	
Provisional Ad hoc and Spare Acquisition Cost	R 2 506 205.00
Total VAT Exclusive	
VAT @15%	
Total over 5 years (VAT Inclusive)	

Contract value

Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

SMALL CAPEX PROJECTS FIRE PREVENTION SYSTEM (FROM PROJECT 4799) FY26-FY30.

Table 69: Sprinkler piping

Diameter size	Cost/m
25	
32	
40	
50	
65	
80	

Table 10: Sprinkler heads

Type	Unit price
Pendent sprinkler head, bulb operating 68 °C	

Table 11: Lifting equipment hire

Type of lifting equipment	Duration of hire	Rate per day
<i>Certified Scaffolding 4x4x8 (metres)</i>	1 day	
<i>Boom lift – Maximum height 8 metres</i>	1 day	

Table 12: Labour cost

Item#	Description	Normal hours (R/hour)	After working hours (R/hour)
1	Fire Engineer		
2	Architecture		
3	Technician / Site Supervisor		
4	Artisan 1 (Trade Test (Pipefitter/Millwright/Boiler Maker))		
5	Artisan 2		
6	Semi-skilled		
	Total		

Table 14: *Total Maintenance and Project costs over 60 months*

Description	Total
Estimated Contract Value for Repairs and Maintenance service for the Year 1-5 (<i>Table 5</i>)	
Provisional Ad hoc and Spare Acquisition Cost (<i>Table 6</i>)	R 2 506 205.00
Provisional CAPEX Project costs over 60 months	R 3 000 000.00
Total VAT Exclusive	
VAT @15%	
Total over 5 years (VAT Inclusive)	
This value should be reflected in the C1.1 of the contract Form of Offer and Acceptance	

NB: The total estimated contract value for 5 years should be carried over to Form of Offer

Please complete this BOQ in full and in totality

Please note that if this Pricing Schedule/BOQ is not completed – The bid may be rejected and deemed non-responsive due to the lack of information for line-item pricing

ACSA reserves the right to do comparative costing exercises to compare Offers from Bidders. If any line-item pricing is absent, a fair, transparent and open comparison could lead to cost obscurity and unfair price competition

5 Year total contract value

Below is the guide that must be used in the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that **All the Table 1-14** amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above

Part 4 - Labour rates and Mark-up - Breakdowns

Any work not included under Table 1-15 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

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

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

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

Call out rate must include all required travelling and the **first hour on site**.

ADHOC COSTS – VARIABLE

The Ad hoc costs will not form part of the fixed contract costs and will be as per the schedule shown in the table below. For planned work, a quotation will be required and a PR (Purchase Requisition) created before work commences. Thereafter, invoices will be required to process payment.

For emergency work, permission to carry out work outside the scope of the fixed contract service has to be obtained from the Service Manager or his authorized representative or the M&E Manager. PR and Orders for work done will be issued by the employer as soon as possible.

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

Table 14 : Adhoc labour rates

Additional Skill Set	Activities	Rate/hour
Artisan Trade Test (Pipefitter/Millwright/Boiler Maker), NQF level 4 or Higher ,Provide South African Qualification Certification) SAQCC Certified	Adhoc maintenance	
ECSA Fire Practitioner (Water based systems)	Adhoc Specialized services	
Architecture	Adhoc Specialized services	
Draughtsman	Adhoc Specialized services	
Fire Engineer	Specialized services e.g. Adhoc provision of block diagrams	
Site Supervisor		

Labour rates and Mark-up

Any work not included under Table 1-15 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Price list

Table B: Call outs + Labour**Diagnostic with repairs table:**

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

CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES**NOTE:**

- a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).
- b) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- c) Call outs are not chargeable during working hours when technician/ assistants are on site (08:00 – 17:00)
- d) The contractor will be compensated according to the contractor's repair rate provided in the below table and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T)

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance the Fire Extinguishers. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Fire Extinguishers.

Note the following *minimum* below as and when required

Description of Key Resources	Minimum Qualifications/Registrations of Key resources	Experience of key resources
Site Supervisor	SAQA Accredited, Trade Test (Pipefitter/Millwright/Boiler Maker) OHS Training certificate SAQCC Fire registration	• 4 Year experience in Maintenance of Fire prevention and protection system • 2 Years' experience in OHS • 2 Years supervisory experience
Technician(s)	SAQCC Fire registration	• 4 Year experience in Maintenance of Fire prevention and protection system
Assistant	SAQCC Fire registration	• 1 Year experience in Maintenance of Fire prevention and protection system

C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the Fire Fighting at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will service all Fire Fighting System at Cape Town International Airport as minimum described in the Overview of the works below. The Contractor will be appointed directly by the Airports System Company of South Africa.

Onus is on the contractor to provide assurance that competent persons would be carrying out all tasks in accordance with all the applicable standards, OEM requirements, procedures, regulations and legislative requirements.

Scope of Work

The Service Provider will be responsible for maintaining the Booster Water Pumps, Fire Extinguisher, Automatic Sprinklers, Fire Hydrant, Hose reels and its associated components. Maintenance will be performed as per OEM (Original Equipment Manufacturer) as well as applicable governing and statutory regulations and requirements including the following:

SANS 1475-1. Reconditioning of fire equipment- Portable wheeled extinguishers

SANS 10105-1. Use and control of firefighting equipment portable and wheeled extinguishers

SANS 1475-2. Reconditioning of fire equipment- Hose reel, Hydrants, and Boosters

SANS 10105-2. Use and control of fire fighting equipment, hose reels and boosters

SANS 17020. Quality management system regulations

SANS 10400 (Part T). National building regulations

SANS 0287. British Standard Rule – Fire Sprinkler

ASIB (as and when required)

SAQCC Fire

Driven Machinery Regulations

Maintenance Schedule as Per Statutory Requirements

Monthly Inspection of Sprinkler Control Valve Only

Note: This Inspection Procedure Does Not Constitute a Valve Overhaul

- Sprinkler control valves must be inspected for correct operations by ensuring that the clack seating and compensator are working effectively to prevent false alarms
- The hydraulically operated alarm motor and gong must be visually inspected and operated
- The strainer must be cleaned and serviced
- The system must be flushed through the remote test valve to ensure that there are no blockages in the installation.
- After the tests, as described above are complete, the system pressure must be boosted to a pressure 200 kPa above supply pressure.
- A visual survey must be conducted to identify any obvious leaks, corroded pipework, and/or headers and sprinkler heads. Any leaks found that do not require shut down of the system, must be repaired by means of caulking, if possible, including leaks found at the control valves.
- Upon completion of the above service, a certificate confirming that the work has been carried out, must be signed by a responsible person on behalf of ACSA. Thereafter a written report on the general conditions of the sprinkler installation (as a visually inspected) must be forwarded to ACSA, detailing any additional work that needs to be done and must include a quotation for the work
- Such additional repairs can only be carried out, and the supply of spares or new material (e.g. fittings, gaskets, new pipes etc.) can only be supplied on written acceptance of the quoted price and official order.
- Sprinklers out of rule and additional sprinklers required as per ASIB inspection reports must be attended to only on written acceptance of the quoted price and official order.
- Visually inspect control valves to ensure that they are:
 1. In the normal open position
 2. Accessible
 3. Properly sealed
 4. Locked and/or supervised
 5. Free from leaks
- Provided with appropriate signage identifying the portion of the system they control
- Visually inspect gauges on wet pipe systems to verify that they are in good condition and that normal water pressure is being maintained.

Weekly Sprinkler Control Valve and Gong Inspections and Testing

An inspection and test must be conducted weekly on all Sprinkler Control valves as per statutory requirements and ascertaining that the alarm is in working order and that the Stop Valves controlling the individual water supplies and the installation are secured in the fully open position.

A check sheet and report on each control valve should be completed and submitted to the client department.

Annual Service and Inspection of Fire Hose Reel System

The following service procedures must be carried out in accordance with statutory regulations:

- Flush out the hose reel until clear water is flowing.
- Shut the nozzle and inspect the hose, glands and connections of the clamps on the hose.
- If the gland is leaking, adjust or replace the gland packing.

- All MISSING parts must constitute an additional cost over and above the cost of service; permission must be obtained from ACSA for replacement parts before installation.
- After the service, has been completed, a lead seal must be fixed on the valve and sealed.
- After the above items, have been completed, a certificate confirming that the work has been carried out, must be signed by the responsible person on behalf of the client.

Annual Service and Inspection of Fire Hydrant Installations

The following service procedures must be carried out in accordance with statutory regulations:

- Hydrant valves must be flushed out until clear water issues from the valve. Please note that this will not always be possible in stores/office blocks where there are hydrants in the showrooms, upper floor levels or storage areas, in which case a small quantity of water will be released into the container to check that the seal is serviceable.
- The valve on the pump must be closed to check all valves seals, and those that are leaking must be replaced, where required at additional costs
- After all seals, have been checked, the supply must be turned on again with note being made of the pressure gauge reading.
- After the above items, have been completed, a certificate confirming that the work has been carried out must be signed by a responsible person on behalf of the client.

Annual hydrant flow test

The purpose of the flow and pressure test is to assess the adequacy of the water pressure and flow of the fire hydrants at a specific site against the requirements of the National Building Regulations SANS 10400

3-Year Sprinkler Control Valve Overhaul when applicable

The following service procedures must be carried out in accordance with statutory regulations. The overhaul of the sprinkler control valves on a 3-yearly basis comprises of the following:

- Drain the system with the client's permission. (Client to advise both insurance Company and Fire Personnel)
- Renew all rubber sealings on the installation control valve clack seating and drain valves.
- Replace the compensator above the clack seating, if required.
- All old sealings and gaskets must be fastened to the valves.
- Only the manufactures spares must be used.
- Clean the strainer on the alarm motor and gong and replaces bushes where necessary.
- Clean and repaint the sprinkler control valves.
- Re-commission the system and check the entire system for any faults before requesting the client's representative to undertake an inspection.
- Supply and fit date above tag above to indicate the date on which the valve was overhauled.
- On completion, request the client's representative to sign a completion certifying that the work has been completed satisfactorily competed and the maintenance undertaken.
- A valve overhaul form, together with the manufactures invoice for the spares, must be sent to the Automatic Sprinkler Inspection Bureau (Pty) Ltd.
- An ASIB valve overhaul approval number must be fixed to the valves.

*** All the above must be completed and signed off by a competent person accredited by ASIB**

The Following ASIB 3 Yearly Routine should also be Complied to were Necessary

The three-yearly routine shall be carried out, and shall include the yearly, half-yearly, weekly and daily maintenance procedures.

- All checks and inspections previously noted shall be made at intervals of not more than 3 years.
- All batteries within a pump house must be replaced.

Water supply stop valves, alarm and non-return valves 8095:

- All water supply stop valves, alarm and non-return valves shall be examined, tested and overhauled or replaced if necessary.
- Pressure gauges shall be tested with a calibrated gauge and shall be replaced or recalibrated if required.

Audit and Inspection Every 3 Months

Undertake a full audit inspection and assessment of all Fire Prevention Equipment throughout the Airport and prepare and submit status report.

This consists of a visual inspection of:

Hose Reel - Check the seal, the CP handle and ensure there is a nozzle on the hose and in good operational condition.

Hydrants - Check the seal and ensure the lip washer is in place and Hydrant is in good operational condition

Note: This is to be conducted every second month with the ACSA Technician in attendance. All defects need to be reported and, in the event, these must be rectified, an order number must be obtained from ACSA

Diesel Driven Pump

This must be maintained according to SANS 10287 section 10 in its entirety. In addition to the schedule given in SAN 10287, any procedures recommended by the component manufacturer must be carried out. Each routine shall be carried out by a competent person who shall provide ACSA with a signed, dated report of inspection and advise ACSA of any corrective action to be implemented and any external factors that might have affected the results.

Note: This is to be conducted every second month with the ACSA Technician in attendance. All defects need to be reported and, in the event, these must be rectified, an order number must be obtained from ACSA.

Infrastructure	Activity	Legislative Records / Certificates and Maintenance records needed	Frequency
Automatic Fire Sprinklers	Maintenance of Fire Sprinklers		Monthly (4 weeklies) /Quarterly /6 monthly/3 yearly
Automatic Fire Sprinkler		Sprinkler head Inspection records	Quarterly
		Sprinkler pipe supports inspection records	Quarterly (Q)
		Valve station flow and pressure tests	Monthly
ICVs		Valve station Water flow alarm tests (30 Seconds)	Weekly (W)
		Valve station Block Plans (SANS10287)	Yearly (Y)
		Pressure gauge and water level records	
Hose reel		Hose reel test records	Yearly (Y)
Fire hydrant Annual hydrant flow test		Fire hydrants test records	Yearly (Y)
		Hydrant Flow test	Yearly (Y)
Fire Water Pumps		Battery charger test records	Monthly
		6h Diesel Full load Engine test run (10.1 SANS 10287)	Quarterly
		Electric-to-diesel pump automatic switch over test	Monthly
		Battery test records	Monthly
		Pressure gauge and water level records	Weekly
		Valve test records	Monthly
		Diesel level checks	Weekly (W)
Other		Maintenance records as per procedure	Monthly/Quarterly//Yearly
		Record of Fire Hazard Classes for each occupancy (SANS 10400 Prt T)	Yearly (Y)
		Council Approved designs of the existing Installations	Validate Yearly
		Independent ASIB Inspection	Yearly (Y)

Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (**work should be carried out by competent people as prescribed in the law and shall be auditable by the employer at any given time**)

a. Annual Service and Inspection of Hand Fire Appliances

The following service procedures must be carried out in accordance with statutory regulations:

Fire extinguishers to be serviced and recharged under this contract in accordance with but not limited to SABS 0105 Parts 1& 2 and SABS 1475

The following inspections/test will be carried out:

- An external visual inspection of the unit will be carried out to establish its condition and date of manufacture.
- After removal of the top cap and contents, the unit will be subjected to internal examination to establish the condition of the Cylinder.
- The contents of the unit will be weighed and sifted before replacement. If powders are found to be coarse or lumpy, they will be discarded and replaced with new powder.
- After the service, has been completed the unit will be sealed and a service label attached bearing the Service Technicians.
- All replacement parts will not constitute an additional cost with the exception that if they are missing.
- Check the seal, the gauge and if the extinguisher is in the correct position and in good operational condition.

b. Quarterly inspection of the above

Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (**work should be carried out by competent people as prescribed in the law and shall be auditable by the employer at any given time**)

Infrastructure	Activity	Legislative Records / Certificates and Maintenance records needed	Frequency
Fire Extinguishers	Service of fire extinguishers	Extinguisher pressure testing test records	Y
	Pressure testing test	Extinguisher pressure testing test records	5Y
	Recharge		As when required
		Extinguisher Inspection records	Quarterly

Note: Remove, service and mount back, fire extinguishers as per the details, including collection and delivery

Access to site

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- ❖ Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- ❖ The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirement as specified by law. Also, will be auditable from time to time.
- ❖ Personal Protective Equipment should be issued before the commencement of work.

Risk

The are some of the risks identified but not limited to the below and to **Annex E** list.

Current Guarantees and warranties to be maintained:

- ❖ Annex W - N/A

Extent of the works

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

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

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

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

The Contractor shall always remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance

indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

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

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

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

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

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

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

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

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

Location of the works

The Works are located at Cape Town International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures Requirements

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

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

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

Subcontracting

No part of this Contract may be subcontracted unless with written approval from the Employer. the Employer shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

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

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

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

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

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

Methods and procedures

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

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to the Fire Extinguishers
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA

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

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Electronic payments

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

Daily records

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

Monthly reports

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

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

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

Permits

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

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

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

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

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

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

Proof of compliance with the law

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

Health and safety

Health and safety requirements and procedures

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

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

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

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

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Enterprise and Supplier Development Initiatives

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of Thirty percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional 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:

- a) does not share equity holding with the tenderer; and
- b) 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
- c) is registered with the South African Revenue Service; and
- d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One 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?
- e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level One 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).
- f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Not Applicable
Life span	Annex C	Not Applicable
Site information	Annex D	Not Applicable
Risk assessment Equipment	Annex E	Not Applicable
Previous completed PMs	Annex F	Not Applicable
Root cause analysis	Annex G	Not Applicable
Estimated times for breakdowns/faults	Annex H	Not Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Spares List	Annex M	Not Applicable
ACSA maintenance procedure D080 002M Maintenance of the Fire Fighting Systems	Annex N	Applicable
Asset Schedule of CTIA -Airside	Annex O	Applicable
	Annex p	Not Applicable
IMCC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex U	Applicable
ACSA Inventory management procedure	Annex V	Not Applicable
Guarantees and warranties to be maintained	Annex W	N/A

ANNEX A

SCHEDULE OF EQUIPMENT

Fire Fighting Equipment at The Cape Town International Airport (CTIA)	
EQUIPMENT PER DESIGNATED AREA	
1. Terminal 1&2	
Equipment	Quantity
Hose Reel	61
Fire Hydrant	91

2. SOB	
Equipment	Quantity
Hose Reel	17
Hydrant	17

3. Parkade Areas P3, P4 & P5	
Equipment	Quantity
Fire Hydrant	4

4. Airside Airline Offices	
Equipment	Quantity
Hose Reel	8

6. Booster Pump Room	
Equipment	Quantity
Fire Hydrant	1

7. Protocol VIP	
Equipment	Quantity
Hose Reel	2

8. Baggage Hall CTB	
Equipment	Quantity
Hose Reel	19
Hydrant	5

9. Bidvest Lounge T1	
Equipment	Quantity
Hose Reel	1

10. Cargo Areas Landside and Air Side	
Equipment	Quantity
Hydrant	11

12. Bid Air Cargo	
Equipment	Quantity
Hose Reel	4
Fire Blanket	1

13. Landside Locker Facility	
Equipment	Quantity
Hose Reel	1

16. Amia Menzies	
Equipment	Quantity
Hose Reel	2

17. Cargo Outside	
Equipment	Quantity
Hydrant	11

18. Baggage Hall T5	
Equipment	Quantity
Hose Reel	3

Hydrant	2
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19. Swissport Cargo	
Equipment	Quantity
Hose Reel	6

20. Parkade 2 Level 1	
Equipment	Quantity
Hose Reel	12
Hydrant	8

21. Parkade 2 Level 2	
Equipment	Quantity
Hose Reel	12
Hydrant	8

22. Parkade 2 Level 3	
Equipment	Quantity
Hose Reel	12
Hydrant	8

23. Parkade 2 Level 4	
Equipment	Quantity
Hose Reel	9
Hydrant	6

24. Terminal 5	
Equipment	Quantity
Hose Reel	26
Hydrant	3

25. Substations	
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Equipment	Quantity
Hose Reel	3
Hydrant	2

26. Electrical & Surface Maintenance Dept	
Equipment	Quantity
Hose Reel	3
Hydrant	3

27. Bravo Apron	
Equipment	Quantity
Hydrant	42
Hose Reel	30

29. Subway & Car Rentals	
Equipment	Quantity
Hose Reel	27
Hydrant	41

30. Subway Rentals	
Equipment	Quantity
Hose Reel	4
Hydrant	2

31. Oval Building	
Equipment	Quantity
Hose Reel	12
Fire hydrant	7

32. Fire Dept	
Equipment	Quantity
Hose Reel	6
Hydrant	3
Fire Blanket	8

33. Charlie Apron	
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Equipment	Quantity
Hydrants	15

35. New Car Rentals	
Equipment	Quantity
Hose Reel	4

36. Morgan Air	
Equipment	Quantity
Hose Reel	5

37. Interlock Cargo	
Equipment	Quantity
Hose Reel	2

38. Cargo Transit	
Equipment	Quantity
Hose Reel	2
9kg DCP Extinguisher	3

39. DHL Cargo	
Equipment	Quantity
Hose Reel	3

40. VIP	
Equipment	Quantity
Hose Reel	2
Hydrant	6

41. Menzies	
Equipment	Quantity
Hose Reel	2

42. Airside Offices	
Equipment	Quantity
Hose Reel	8

43. Shade Net Parking Lot	
Equipment	Quantity
Hose Reel	1
Hydrant	16

45. CTB	
Equipment	Quantity
Hose Reel	167
Hydrant	73

46. Parkade 1	
Equipment	Quantity
Hose Reels	86
Hydrants	61

47. General Aviation	
Equipment	Quantity
Hydrants	10

EQUIPMENT SUMMARY	
Equipment	Quantity
Hydrants	95
Hose Reels	562
Sprinkler Valves	25
Diesel Fire Pump	1

Type of service

P=Pressure testing
S=service

EQUIPMENT PER DESIGNATED AREA		2021	2022
1. Terminal 1&2	Quantity		
Equipment			
4.5kg DCP Extinguisher	15	P	S
9kg DCP Extinguisher	39	P	S
4.5kg CO2 Extinguisher	6	P	S
2kg CO2 Extinguisher	3	P	S
2. SOB			
Equipment	Quantity		
4.5kg DCP Extinguishers	20	S	P
2kg CO2 Extinguishers	2	S	P
2.5kg DCP Extinguishers	2	P	S
5kg CO2 Extinguisher	6	P	s
3. Parkade Areas P3, P4 & P5			
Equipment	Quantity		
9kg DCP Extinguisher	24	S	P
4. Airside Airline Offices			
Equipment	Quantity		
4.5kg DCP Extinguisher	10	S	P
9kg DCP Extinguisher	1	P	S
5kg CO2 Extinguisher	1	P	S
5. Car Rentals			
Equipment	Quantity		
9kg DCP Extinguisher	16	S	P
6. Booster Pump Room			
Equipment	Quantity		
5kg CO2 Extinguisher	1	P	S

7. Protocol VIP			
Equipment	Quantity		
4.5kg DCP Extinguisher	1	S	P
9kg DCP Extinguisher	2	S	P
8. Baggage Hall CTB			
Equipment	Quantity		
4.5kg DCP Extinguisher	20	S	P
2kg CO2 Extinguisher	2	S	P
9kg DCP Extinguisher	36	S	P
5kg CO2 Extinguisher	2	S	P
2.5kg DCP Extinguisher	1	S	P
9. Bidvest Lounge T1			
Equipment	Quantity		
4.5kg DCP Extinguisher	4	S	P
11. Cargo A.F. S			
Equipment	Quantity		
2kg CO2 Extinguisher	5	P	S
9kg DCP Extinguisher	9	P	S
5kg CO2 Extinguisher	1	P	S
12. Bid Air Cargo			
Equipment	Quantity		
4.5kg DCP Extinguisher	1	S	P
2kg CO2 Extinguisher	5	S	P
9kg DCP Extinguisher	13	S	P
2.5kg DCP Extinguisher	1	S	P
13. Landside Locker Facility			
Equipment	Quantity		
4.5kg DCP Extinguisher	2	S	P
14. Wire Centre			

Equipment	Quantity		
5kg DCP Extinguisher	22	S	P
15. Air Bridges			
Equipment	Quantity		
4.5kg DCP Extinguisher	20	S	P
2kg CO2 Extinguisher	2	S	P
5kg CO2 Extinguisher	8	S	P
16. Amia Menzies			
Equipment	Quantity		
4.5kg DCP Extinguisher	2	S	P
9kg CO2 Extinguisher	5	S	P
18. Baggage Hall T5			
Equipment	Quantity		
9kg DCP Extinguisher	20	P	S
19. Swissport Cargo			
Equipment	Quantity		
9kg DCP Extinguisher	19	S	P
2kg CO2 Extinguisher	7	P	S
20. Parkade 2 Level 1			
Equipment	Quantity		
4.5kg DCP Extinguisher	24	P	S
21. Parkade 2 Level 2			
Equipment	Quantity		
4.5kg DCP Extinguisher	24	P	S
22. Parkade 2 Level 3			
Equipment	Quantity		
4.5kg DCP Extinguisher	24	P	S
23. Parkade 2 Level 4			

Equipment	Quantity		
4.5kg DCP Extinguisher	19	P	S
24. Terminal 5			
Equipment	Quantity		
4.5kg DCP Extinguisher	48	S	P
9kg DCP Extinguisher	25	S	P
2kg CO2 Extinguisher	1	S	P
5kg CO2 Extinguisher	7	S	P
25. Substations			
Equipment	Quantity		
4.5kg DCP Extinguisher	12	P	S
5kg CO2 Extinguisher	48	P	S
9kg CO2 Extinguisher	13	P	S
26. Electrical & Surface Maintenance Dept			
Equipment	Quantity		
4.5kg DCP Extinguisher	7	S	P
9kg DCP Extinguisher	14	P	S
5kg CO2 Extinguisher	11	P	S
2kg CO2 Extinguisher	2	P	S
2.5kg DCP Extinguisher	18	P	S
27. Bravo Apron			
Equipment	Quantity		
4.5kg DCP Extinguisher	1	P	S
9kg DCP Extinguisher	24	P	S
5kg CO2 Extinguisher	8	S	P
29. Subway & Car Rentals			
Equipment	Quantity		
4.5kg DCP Extinguisher	19	S	P
9kg DCP Extinguisher	18	S	P

2.5kg DCP Extinguisher	4	S	P
1.5kg DCP Extinguisher	1	S	P
30. Subway Rentals			
Equipment	Quantity		
4.5kg DCP Extinguisher	19	S	P
31. Oval Building			
Equipment	Quantity		
9kg DCP Extinguisher	24	S	P
32. Fire Dept			
Equipment	Quantity		
4.5kg DCP Extinguisher	8	S	P
9kg DCP Extinguisher	26	S	P
2kg CO2 Extinguisher for service	3	P	S
5kg CO2 Extinguisher	16	S	P
2.5kg DCP Extinguisher	14	S	P
34. Pedestrian Underpass			
Equipment	Quantity		
4.5kg DCP Extinguisher	12	S	P
35. New Car Rentals			
Equipment	Quantity		
4.5kg DCP Extinguisher	8	S	P
4.5kg CO2 Extinguisher	2	S	P
36. Morgan Air			
Equipment	Quantity		
4.5kg DCP Extinguisher	12	S	P
4.5kg CO2 Extinguisher	2	S	P
37. Interlock Cargo			
Equipment	Quantity		
4.5kg DCP Extinguisher	1	S	P

9kg DCP Extinguisher	9	S	P
4.5kg CO2 Extinguisher	1	S	P
38. Cargo Transit			
Equipment	Quantity		
9kg DCP Extinguisher	3	P	S
39. DHL Cargo			
Equipment	Quantity		
4.5kg DCP Extinguisher	1	S	P
9kg DCP Extinguisher	5	S	P
4.5kg CO2 Extinguisher	1	S	P
40. VIP			
Equipment	Quantity		
4.5kg DCP Extinguisher	5	S	P
9kg DCP Extinguisher	3	S	P
4.5kg CO2 Extinguisher	1	S	P
41. Menzies			
Equipment	Quantity		
4.5kg DCP Extinguisher	1	P	S
9kg DCP Extinguisher	6	P	S
4.5kg CO2 Extinguisher	2	P	S
42. Airside Offices			
Equipment	Quantity		
4.5kg DCP Extinguisher	9	S	P
9kg DCP Extinguisher	10	S	P
4.5kg CO2 Extinguisher	3	S	P
43. Shade Net Parking Lot			
Equipment	Quantity		
4.5kg DCP Extinguisher	6	S	P
9kg DCP Extinguisher	16	S	P

44. Vehicles			
Equipment	Quantity		
4.5kg DCP Extinguisher	6	S	P
4.5kg DCP Extinguisher	6	P	S
45. CTB			
Equipment	Quantity		
4.5kg DCP Extinguisher	286	S	P
9kg DCP Extinguisher	93	S	P
4.5kg CO2 Extinguisher	73	s	P
46. Parkade 1			
Equipment	Quantity		
4.5kg DCP Extinguishers	173	S	P
Total	1593		

Annex B

Equipment commissioning dates

Annex C Life span

Site Information

ANNEX D

Risk assessment Equipment

Annex E

ANNEX I

Service Level Agreement**1. Performance objectives**

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Unavailability of the Fire Fighting Equipment for routine maintenance and tests shall be arranged with the Airport Management Centre three months in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

Minimum Staffing Schedule

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

Skill	Days per week	Hours
Site Manager/Supervisor	Whenever deemed necessary	whenever deemed necessary by the Employer, with a 48 hour notice period)

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

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

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

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

2. Availability,

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

*The Period of review shall be Quarterly.

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

3. Emergency Response time

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

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

4. Guarantees

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

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

There are no current (the time of this bid) warranties and guarantees on the infrastructure to be maintained by the contractor.

5. Assessments and Reviews

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

1. Low service damages

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to(e.g. any authorised ACSA employees and any internal and external audits).

ACSA must notify the contractor in writing of its intention to claim a Low service damages within 30 days of an event or ACSA will lose its right to claim the Low service damages. Should ACSA not claim a Low

service damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low service damages for similar future events. Under no circumstances shall a Low service damages be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Low service damages tables

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

Item No.	Achieved Overall System Availability per Month	Low service damages amount
1	99.5%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%	15% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%	25% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

****Any availability less than 91% for 12 consecutive months (which is entirely the contractor's fault) will lead to contract termination.***

Item Description	Low service damages amount
Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R10 000/month
Noncompliance to the Response time for call outs (after working hours, weekend, and holidays) as stipulated in the Service Level and this contract.	R2 000.00/event
Noncompliance of emergency response times as stipulated in the Service Level and this contract.	R2 000.00/event
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). <i>Note: The PMs' and Work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manage.</i>	R4 000/month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

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

2. Continuous improvement

Continuous Improvement Program and the Computerized Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
3. Etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

3. Internal and external factors

A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in **Annex T**. In such an event the contractor will not pay for low services damages which were caused by factors which were proven to be beyond the contractor's control.

MAINTENANCE RECORD SHEETS

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

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

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

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

ANNEX J

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

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

ANNEX K

Minimum Maintenance Programme

The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract. The below list should be used as a minimum. The responsibility lies with the contractor in ensuring compliance to OEM instructions

ANNEX L (Contractor to fill in)

**ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. - Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. - Fires: No open fires shall be permitted on site.
Noise Pollution	- All reasonable measures shall be taken to minimize noise generated on site due to work operations. - The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	- Waste shall be separated as general or hazardous waste. - General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. - Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall maintain a tidy, litter free environment always in their work area. - Contractors must keep on file: 6. The name of the contracting waste company

	7. Waste disposal site used 8. Monthly reports on quantities – separated into general, hazardous and recycled 9. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 10. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

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

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

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

ANNEX M

Maintenance Spares List

ANNEX N

ACSA maintenance procedure

- Available upon request from the ACSA service manager

ANNEX O

Asset Schedule of CTIA Fire Hose Reels, Fire Hydrant and Automatic Fire Sprinkler

Available upon Request from the ACSA service manager

ANNEX P

What is this list ?Available upon Request from the ACSA service manager

ANNEX S

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager

ANNEX T

Internal and external factors

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

	Type	Comment
External resources	Utilities •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	•Outside Operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others(users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material is system	-No impact to reliability/Maintainability. -Impact on availability from operations view This are some of the occurrences that may not be considered the Normal Operating conditions
Other	•Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	-Affect Maintainability

	Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime	No impact on service provider. The Risk is not sitting with a single owner
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ANNEX U

ACSA Mechanical Standardised Minimum legal requirements and minimum competency requirements

Infrastructure	Procedure and or other legislative references (Gazetted Standards or OHS Regulations)	ACSA Procedure Number	Issue Date as on Policy Document Store	Legislative Records / Certificates and Maintenance records needed	Frequency of records	Description of Key Resources	Minimum Qualifications/ Registrations of Key resources	Experience of key resources	Legislative registrations for companies
Booster Pumps	Maintenance of pump set up systems • Driven Machinery Regulations	D080 022M	06 March 2013	6h Diesel Full load Engine test run (10.1 SANS 10287)	Quarterly	Site Supervisor	• SAQA Accredited trade test (Fitter/Millwrights) • Any OHS Training certificate	• 3 yrs experience in the maintenance of pumps and fire sprinklers • 2 yrs experience in OHS • 2 Yrs supervisory experience	
				Battery test records	Monthly	Artisan(s)	• SAQA Accredited trade test (Fitter/Millwrights)	3 Yrs experience in maintenance of valves, electrical and diesel engine driven pumps	
				Pressure gauge and water level records	Weekly (W)	Assistant	Mechanical N2	1 Yr experience in maintenance of mechanical systems	

				Battery charger test records	Monthly			•	
				Valve test records	Monthly			•	
				Diesel level checks	Weekly (W)			•	
Automatic Fire Sprinkler, fire hydrants and hose reels	•Maintenance of the Fire Fighting Systems	D080 002M	06 March 2013	Record of Fire Hazard Classes for each occupancy (SANS 10400 Prt T)	Yearly (Y)				
				Valve station Block Plans (SANS10287)	Yearly (Y)				
				Council Approved designs of the existing Installations	Validate Yearly				
				Pressure gauge and water level records	Weekly (W)				
				Hose reel test records	Annual				
				Maintenance records as per procedure	Monthly/Quarterly//Yearly				
				Fire hydrants test records	Annual				
				Sprinkler head Inspection records	Quarterly (Q)				
				Valve station Water flow alarm tests (30 Seconds)	Weekly (W)				
								CIDB Registration in the category SF • Registration with ASIB in category provisional/conditional/in staller/supervising installer	

				Valve station flow and pressure tests	Monthly		
				Sprinkler pipe supports inspection records	Quarterly (Q)		
				Deluge/Control Valve service records	Yearly (Y)		
				Independent ASIB Inspection	Yearly (Y)		

ANNEX V

ACSA Inventory procedure

Available upon Request from the ACSA service manager

Current Guarantee and Warrantee

N/A

