

TENDER DOCUMENT

FOR

**The Replacement of Escalators at the King Shaka
International Airport**

Tender Reference Number: KSIA6901/2022/RFP

August 2022

Issued by
Airports Company South Africa
King Shaka International Airport

Note:

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

VOLUME 1

NAME OF TENDERER:

TENDERER'S DETAILS

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

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited invites tenders for the Replacement of Escalators at the King Shaka International Airport

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

Tender Document Availability

Tender document is available from **01 August 2022** or free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>. The advert is also available on CIDB portal.

- Kindly print and complete.
- Queries relating to the issue of these documents may be addressed to Motlhabane.molamu@airports.co.za only.
- Closing date for enquiries is **26th August 2022 at 16:00pm close of business**.

Compulsory Tender Briefing Session

- Briefing Date: **10th August 2022**
- Briefing Time: **10H00 AM (South African Time)**
- Briefing Venue: **King Shaka International Airport, Multi Storey Offices (MSO), Level 4, Ushaka Boardroom**

Physical Tender Submission and Closing Date

- Tender Closing Date: **05th September 2022**
- Tender Closing Time: **10H00 AM (South African Standard Time)**
- Tender Closing Venue: **King Shaka International Airport, Multi Storey Offices (MSO), Ground Floor, Reception Area**

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

No late tenders will be accepted.

Bidders to ensure that their names and contacts are reflected on the cover of the bid document.

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

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

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Pre-Qualification Criteria

In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.

The tenderers are to fulfil the following criteria:

- A. A tenderer having stipulated minimum B-BBEE status level of contributor 1 or 2 or 3 or 4
- B. The bidder must subcontract a minimum of 30% of the value of the contract to one or a combination of specified EME or QSE as follows:
 - I. an EME or QSE which is at least 51% owned by black people;
 - II. an EME or QSE which is at least 51% owned by black people who are youth
 - III. an EME or QSE which is at least 51% owned by black people who are women
 - IV. an EME or QSE which is at least 51% owned by black people with disabilities;
 - V. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - VI. a cooperative which is at least 51% owned by black people;
 - VII. an EME or QSE which is at least 51% owned by black people who are military veterans;
 - VIII. an EME or QSE

The following documentation must be submitted for this evaluation stage. Failure to submit ALL documentation will result to disqualification:

- Main bidder valid sworn BBEE affidavit or a certified SANAS accredited BBEE certificate. In the event of a joint venture (JV) a valid consolidated BBEE verification in the name of the JV shall be submitted (Please complete returnable document Form A4 for Joint Venture if applicable)
- Proof of sub-contracting arrangement signed by the main bidder and the subcontractor
- The percentage contract value reserved for the subcontractor
- The subcontractor valid sworn BBEE affidavit or a certified SANAS accredited BBEE certificate
- The names of the shareholders of the subcontractor with their ID's and the company's registration documents reflecting the shareholder's names (CIPC)

A tender that fails to meet any Pre-qualifying criteria stipulated above is NOT an acceptable tender and shall result in the immediate disqualification of the Bidder.

The main bidder must submit the following subcontractor documentation prior to contracting if successful:

- The subcontractor must be registered in the Central Supplier Database (CSD) of the National Treasury and proof must be attached in the form of the CSD report.
- The subcontractor's valid Tax clearance certificate or Pin must be provided.

A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated

T1.2 Tender Data

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

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

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Returnable Document</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2: Pricing Schedule</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity Schedule with Price List</p> <p>Part C3: Service Information</p> <p>Part C4: Site information</p>
C.1.4	<p>The Employer's Agent is: Motlhabane Molamu</p> <p>Telephone number: 011 407 3999</p> <p>Email address: Motlhabane.molamu@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal-Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p>

	<p>d) there is a material irregularity in the tender process.</p> <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>

C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered.</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>

	<p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Physical Tender Submission and Closing Date</p> <ul style="list-style-type: none"> • Tender Closing Date: 05th September 2022 • Tender Closing Time: 10H00 AM (South African Standard Time) • Tender Closing Venue: King Shaka International Airport, Multi Storey Offices (MSO), Ground Floor, Reception Area <p>Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not be accepted.</p> <p>No late tenders will be accepted.</p> <p>Bidders to ensure that their names and contacts are reflected on the cover of the bid document.</p> <p>Tenders may only be submitted on the tender documentation that is issued.</p> <p>Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.</p> <p>Bidders to ensure that their names and contacts are reflected on the cover of the bid document.</p> <p>Tenders may only be submitted on the tender documentation that is issued.</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the</p>

	<p>employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>Public opening of bids and price reading:</p> <ul style="list-style-type: none"> • Tender Closing Date: 05th September 2022 • Tender Closing Time: 10H30 AM (South African Standard Time) • Tender Closing Venue: King Shaka International Airport, Multi Storey Offices (MSO), Level 4, Umnotho Boardroom
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <p>a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered)</p>

	<p>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.)</p> <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <p>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in:</p> <p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>

C.3.11	<p>Tender evaluation stages</p> <p>Stage 1 Pre-Qualification</p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>The tenderers are to fulfil the following criteria:</p> <p>C. A tenderer having stipulated minimum B-BBBEE status level of contributor 1 or 2 or 3 or 4</p> <p>D. The bidder must subcontract a minimum of 30% of the value of the contract to one or a combination of specified EME or QSE as follows:</p> <ol style="list-style-type: none"> I. an EME or QSE which is at least 51% owned by black people; II. an EME or QSE which is at least 51% owned by black people who are youth III. an EME or QSE which is at least 51% owned by black people who are women IV. an EME or QSE which is at least 51% owned by black people with disabilities; V. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; VI. a cooperative which is at least 51% owned by black people; VII. an EME or QSE which is at least 51% owned by black people who are military veterans; VIII. an EME or QSE <p>The following documentation must be submitted for this evaluation stage. Failure to submit <u>ALL</u> documentation will result to disqualification:</p> <ul style="list-style-type: none"> • Main bidder valid sworn BBBEE affidavit or a certified SANAS accredited BBBEE certificate. In the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted (Please complete returnable document Form A4 for Joint Venture if applicable) • Proof of sub-contracting arrangement signed by the main bidder and the subcontractor • The percentage contract value reserved for the subcontractor • The subcontractor valid sworn BBBEE affidavit or a certified SANAS accredited BBBEE certificate • The names of the shareholders of the subcontractor with their ID's and the company's registration documents reflecting the shareholder's names (CIPC) <p>A tender that fails to meet any Pre-qualifying criteria stipulated above is NOT an acceptable tender and shall result in the immediate disqualification of the Bidder.</p> <p>The main bidder must submit the following subcontractor documentation prior to contracting if successful:</p> <ul style="list-style-type: none"> • The subcontractor must be registered in the Central Supplier Database (CSD) of the National Treasury and proof must be attached in the form of the CSD report. • The subcontractor's valid Tax clearance certificate or Pin must be provided. <p>A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated</p>

Stage 2 Mandatory Administration Criteria

- (a) Completed in full and signed Form of offer C1.1.
- (b) Only tenderers who are a CIDB contractor grading of 7SI or higher.
- (c) Letter of Good standing with workman's compensation commissioner COIDA.
- (d) Declaration of interest (SBD 4)

Note: Bidders that do not meet the above criteria will be disqualified and not evaluated further.

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

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

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

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

Stage 3 Functionality Evaluation Criteria

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

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

Functionality / Technical Evaluation

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

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Tenderer's resource proposal	60	Qualifications	40	24
		Year of experience in similar works	20	12
References	30	References	20	12
Methodology	10	Methodology	10	6
Project Planning	10	Project Plan	10	6
TOTAL			100	60

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

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

Note: Bidders that do not meet the above criteria will be disqualified and not evaluated further. The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.

Functionality breakdown

1. Qualifications

Site Supervisor: (Score Max = 10 points; Min = 6 points)

Role	Qualification <i>(Number in the brackets are points allocated)</i>	Score
Site Supervisor	ECSA registered Lift Inspector.	10
	OR	
	Lift Mechanic Trade test and Electrical/Mechanical N6 and Any Occupational Health and Safety Training Certificate	6
	Lift Mechanic Trade test and Electrical/Mechanical N5 and Any Occupational Health and Safety Training Certificate	
	Neither of the above	0
Maximum score		10
Minimum score		6

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

Lift Mechanic: (Score Max = 10 points; Min = 6 points)

Role	Qualification	Score
Lift Mechanic	Lift Mechanic Trade test and Electrical/Mechanical N4 or above	10
	Lift Mechanic Trade test and Electrical/Mechanical N3	6
	Neither of the above	0
Maximum score		10
Minimum score		6

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

Technical assistant: (Score Max = 10 points; Min = 6 points)

Role	Qualification	Score
Technical assistant	Mechanical or Electrical N3 or above	10
	Mechanical or Electrical N2	6
	Neither of the above	0
Maximum score		10
Minimum score		6

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

Lift Inspector (Score Max = 10 points; Min = 6 points)

Role	Qualification	Score
Lift Inspector (<i>Please note that this resource is a different resource from the site manager</i>)	Registered with ECSA as a Lift Inspector and Electrical or Mechanical N6	10
	Registered with ECSA as a Lift Inspector	6
	Neither of the above	0
Maximum score		10
Minimum score		6

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

- 2. Years of Experience** (Proof of similar or relevant experience should be included in the resources' CV. No points will be awarded for failure to detail project and role in the CV.)

Site Supervisor: (Score Max = 5 points; Min = 3 points)

Role	Experience	Score
Site Supervisor	<ul style="list-style-type: none"> 5 or more projects post qualification in replacement and Installation of Escalators and At least 2 projects from those submitted must reflect Supervisory experience 	5
	<ul style="list-style-type: none"> 2 - 4 projects post qualification in replacement and Installation of Escalators and At least 1 project from those submitted must reflect Supervisory experience 	3
	No relevant experience	0
Maximum score		5
Minimum score		3

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

Lift Mechanic: (Score Max = 5 points; Min = 3 points)

Role	Experience	Score
Lift Mechanic (All projects must be detailed in the CV, the role and the employer to which project were undertaken for)	More than 3 projects post qualification in replacement and Installation of Escalators	5
	Min 2 – 3 projects Post qualification in installation of Escalators	3
	No relevant experience	0
Maximum score		5
Minimum score		3

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

Technical assistant (Score Max = 5 points; Min = 3 points)

Role	Experience	Score
Technical assistant	More than 2 years' experience in maintenance of Electrical or Mechanical or in the lift industry.	5
	1 - 2 years' experience in maintenance of Electrical or Mechanical Equipment or in the lift industry.	3
	No relevant experience	0
Maximum score		5
Minimum score		3

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

Lift Inspector (Score Max = 5 points; Min = 3 points)

Role	Experience	Score
Lift Inspector	More than 2 years' experience post registration as a Lift Inspector	5
	1 - 2 years' experience post registration as a Lift Inspector	3
	No relevant experience	0
Maximum score		5
Minimum score		3

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

- 3. References – (Score Max = 20 points; Min = 12 points)** (Proof of previous work of at least **two (2) traceable references (at least 1 reference must be for a live environment)** of the tendering entity where installation of escalators were previously done or are currently ongoing performed, submitted on the client's letterhead, describing the type of work and reference number or purchase order).

One Reference letter or none submitted	0
Two References letters	12
Three References letters or more	20
Maximum score	20
Minimum score	12

N.B SCORING NOTES

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

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

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

N.B Reference letters that are not traceable will not be accepted or evaluated

N.B Replacement of escalators reference letters will not be accepted or evaluated

- 4. Methodology (Max points = 10; Min points = 6)**

Number	Items (The proposal includes)	Poor points) (0	Good (Min) 6 Points)	Very (Max Points) 10
1	A staffing schedule containing an organogram that fully describes the roles of each human resource to be deployed in the contract.	A methodology that achieves less than 7 items	Achieving 7 points in an order of number 1-7 as per items numbering	Addressing all items 1-8
2	How equipment will be delivered to site, stored and moved for installation.			
3	Detailed plan for the procurement of all required materials with timelines			
4	Detailed project plan indicating the sequence of activities and start and finish dates.			
5	The plan highlights the critical path in project scheduling format.			
6	To show project risks and proposed mitigation measures.			
7	How project will be executed without interrupting operation considering the airport is a Live environment.			
8	Contingencies that will be employed to counter act challenges related to load shedding			

5. Project Planning (Score Max = 10 points; Min = 6 points)

Delivery Period () (Assume project start date 01 October 2022); it is the bidder's responsibility to use realistic/feasible timelines; Timelines deemed unrealistic as per market lead-times will be penalised.

Note: The plan should address this project as a turn-key project.

Complete delivery in 8 months or less = 10 points
Complete delivery in more than 8 months but less than or equal to 9 months = 6 points
Complete delivery in more than 9 months = 0 points

Note: Bidders that do not meet the Functional Evaluation criteria will be disqualified and not evaluated further.

Stage 4 Determine acceptability of preferred tenderer:

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

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

Stage 6 Price and BBBEE (80/20)

- (a) Tenderers will be evaluated and adjudicated by the Employer using "The 80/20 preference point system" which awards points on the basis of:

- The Tendered price (as per form of offer) – 80%
- BBBEE – 20%

- (b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.

- (c) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

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

	Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.
C.3.12	Insurance provided by the employer Refer to Contract Data
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract. d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a

tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1 (Chosen option)

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender

data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

C.2.13.7 Seal the original tender offer and copy packages together in an outer

package that states on the outside only the employer's address and identification details as stated in the tender data.

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,

- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

AIRPORTS COMPANY SOUTH AFRICA

TENDER REF. No: KSIA6901/2022/RFP

The Replacement of Escalators at the King Shaka International Airport

Part T2: Returnable Documents

T2.1: List of Returnable Documents

The tenderer must complete the following returnable documents:		<u>Completed</u> (tick)
1	Returnable Schedule required for tender evaluation purposes only	
	A1: Certificate of Attendance at Briefing session (Not Applicable)	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (where applicable)	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Client reference letters on clients' letterhead of Previous Projects Completed	
	A8: Proof of Contract references of Previous Projects Completed	
	A9: Schedule of Current Commitments	
	A10: SBD 4: Declaration of Interest	
	A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A12: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	
	A13: SBD 8: Declaration of Bidder's past supply chain management practices	
	A14: SBD 9: Certificate of independent bid determination	
	A15: Proof of registration as an electrical contractor with the Department of Labour for the bidding entity or the nominated Electrical Contractor.	
2	Other documents required only for tender evaluation purposes	
	B1: Proof of registration for Contractor's WCA registration and or COID	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
	B3: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	
3	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1.1 Form of Offer and Acceptance	

The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C4: Subcontractor's Supporting Documents (Not Applicable)	
C5: Plant and Equipment	
C6: A certified copy of B-BBEE Verification Certificate	
C7: CV's of key personnel	
C8: Certified Certificates of Qualifications of Key Personnel.	
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by Tenderer	
C12 Proposed Amendments and Qualifications	
C13: OEM Specifications	
C14: Equipment designer	
C15: Year and model of equipment	
C16: Concept feasibility and overall process	
C17: Catalogue	
C18: After-market Support Letter from the OEM- A commitment of support through spares availability and technical support to ACSA maintenance service provider. Spares will be ordered on an 'as and when required basis.	

TENDER REF. No: KSIA6901/2022/RFP

T2.2 Returnable Schedules

FORM A1. Certificate of Attendance of the Non-Compulsory Briefing Session (N/A)

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

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA
Representative:

Name:

.....

FORM A2. Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A3: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

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

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **KSIA6901/2022/RFP** and any contract which may arise there from on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Attach:

- **Latest Audited Annual Financial Report**
- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			

FORM 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
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Signed		Date	
Name		Position	
Tenderer			

FORM A5. Schedule of the Tenderer's Recent Experience

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. The information provided below must be accompanied by the client reference letters or completion certificates reflecting the information provided below. See format below

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

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

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed (N/A)

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

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

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

Signed		Date	
Name		Position	
Tenderer			

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

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

A minimum of two (2) reference letters required from the client bodies/Principal Agent.

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

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

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

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

Signed		Date	
Name		Position	
Tenderer			

Form A8: Schedule of Current Commitments (N/A)

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

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

Signed		Date	
Name		Position	
Tenderer			

SBD 4**A9. DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
...
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATION

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

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

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

.....
Signature Date

.....
Position Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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
-------	----	-------

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

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

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

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

documentary proof to the satisfaction of the purchaser that the claims are correct;

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

SBD 6.2

A11 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

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

Description of services, works or goods

Stipulated minimum threshold

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

YES		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:** _____

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

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Form B1 to Form B4: Certificates

Attach the following Certificates to this page:

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

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

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

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

Form C1: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

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

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

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

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

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

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that 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	
<i>Enterprise name</i>			

Form C5: Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

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

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM C7. The CV's of key personnel

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

Bidders are required to demonstrate the following:

- **Composition of team structure** including roles & responsibilities and time allocation (i.e. full time vs part time)

- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

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

1. Site Supervisor
2. Lift Mechanic
3. Technical Assistant
4. Lift Inspector

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

Site Supervisor	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant works: It is to be noted that 'relevant projects' refers to aircraft docking system</p> <p><u>Project 1 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p>	

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

Commitment to the Project

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

Lift Mechanic	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to aircraft docking system</p> <p><u>Project 1 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p>	

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

Commitment to the Project:

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

Technical Assistant	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to aircraft docking system</p> <p><u>Project 1 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p>	

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

Commitment to the Project

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

Lift Inspector

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to aircraft docking system</p> <p><u>Project 1 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u></p> <p>Start:</p> <p>Completion:</p> <p>Client:</p> <p>Outline of Responsibilities and Duties:</p>	

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

Commitment to the Project

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

FORM C8: Certified Certificates of Qualifications of Key Personnel.

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

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

Signed		Date	
Name		Position	
Tenderer			

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> Periodical work area inspection 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? (COLD Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> When joining the company When changing jobs within the company When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		

	• 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?			
	Process/Risk	Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?			
7	EMERGENCY ARRANGEMENTS		YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?			
	Are these communicated to your sub-contractors?			

7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment? In all cases Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents? Please supply a copy		
9.2	Is there a standard report/investigation form used? Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.? Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		

	If Yes please describe method		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

1. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
2. **COLD Insurance**

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

Form C11: Schedule of Information to be provided by Tenderer

<p>1. Company details:</p> <p>Registered Address: Contact Person: Telephone: Fax:</p> <p>2. Shareholders</p> <p>Names/Percentages of holdings:</p> <p>3. Bankers</p> <p>Name of Account Holder : Bank: Branch: Account Number: Bank and branch contact details:</p> <p>4. Turnover</p> <p>Approximate turnover for each of the past three years:</p> <p>2018:</p> <p>2019</p> <p>2020</p> <p>5. Management and Manpower Resources</p> <p>Supervisors:</p> <p>Labourers:</p> <p>Other:</p>
--

Name of Supervisor to be allocated to this contract:

6. Construction Equipment (Value in R)

Equipment owned by Company:

Own workshop/stores (location):

Signed		Date	
Name		Position	
Tenderer			

Form C12: Proposed Amendments and Qualifications

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

Form C13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

1 Jones Road

Aviation Park

O R Tambo International Airport

Kempton Park

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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

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

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

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

disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

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

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

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is

disclosed or made available shall have agreed to be bound by all the terms of this agreement,

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

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

5. **COPIES**

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

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

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

5.2.1 where copies of the confidential Information are held;

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

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

6. THE USE OF THE COMPANY’S INTELLECTUAL PROPERTY

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

standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

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

7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

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

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

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

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

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

11. **DOMICILIUM**

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

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

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

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

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

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

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

12. **GENERAL**

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

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

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

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 2021

**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 _____ 2021

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____
2. _____

C1.1 Form of Offer & Acceptance

Offer

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

KSIA6901/2022/RFP REPLACEMENT OF ESCALATORS

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

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

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

(The above amount should be calculated as per the guide provided in the Section C2.2: Bill of Quantities [Grand Total]. In the event of any conflict between the amount above and the Bill of Quantities [Grand Total], the latter shall prevail.)

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the tenderer:

Name & signature of
witness

*(Insert name and address of
organisation)*

Date

Tenderer's CIDB registration number:

Contract Data

Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

for the Employer

**Airports Company South Africa SOC Ltd
King Shaka International Airport
King Shaka Drive
La Mercy
4407**

Name & signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Contract Data

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here, and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

I. For the tenderer:

II. For the Employer

Signature

Name

Capacity

On behalf of

(Insert name and address of organisation)

**Airports Company South Africa SOC Ltd
King Shaka International Airport
King Shaka Drive
La Mercy
4407**

Name &
signature of
witness

Date

C1.2 ECC3 Contract Data

Precedence in the interpretation of the contract:

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

Firstly, the Works 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 (Bill of Quantities).

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

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Engineering and Construction 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 Engineering and Construction Contract, April 2013.

C1.2a Data Provided by the *Employer*

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	B: Priced contract with Bill of Quantities
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X17: Low service damages X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	Airports Company South Africa SOC Ltd King Shaka International Airport King Shaka Drive La Mercy 4407
	Tel No.	
10.1	The <i>Project Manager</i> is	Sihle Zuma
	Address	Airports Company South Africa SOC Ltd King Shaka International Airport King Shaka Drive La Mercy 4407
	Tel No.	032 436 6548
	e-mail	sihle.zuma@airports.co.za

10.1	The <i>Supervisor</i> is	
	Address	Airports Company South Africa SOC Ltd King Shaka International Airport King Shaka Drive La Mercy 4407
	Tel No.	
	e-mail	
11.2	The <i>works</i> are	Replacement of Escalators as set out in the Section C3, Works Information
11.2	The following matters will be included in the Risk Register	1. Availability of the project material 2. Access to Site
11.2	The <i>Works Information</i> is in	Section C3, Works Information of this contract
11.2	The <i>Site Information</i> is in	Section C4, Site Information of this contract
11.2	The <i>boundary of the site</i> is	The boundary of King Shaka International Airport
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 of reply</i> is	Seven (7) days
3	Time	
31.2	The <i>starting date</i> is	Upon signing of the contract
11.2	The <i>completion date</i> is	48 weeks after signing of contract
30.1	The <i>access date</i> is	Upon signing of contract
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date	Two (2) weeks after the <i>access date</i>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks
35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the Employer and others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.

4	Testing and Defects	
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the works
43.2	The <i>defects correction period</i> is	Two (2) weeks
5	Payment	
50.1	The <i>assessment interval</i> is	Four (4) weeks, on the 14th working day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payment is made is	Four (4) weeks
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time
6	Compensation events	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.
7	Title	No data required for this section of the <i>conditions of contract</i>
8	Risks and Insurance	
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which are attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	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
9	Termination	No data required for this section of the <i>conditions of contract</i>

10	Data for Main Options	
B	Priced contract with Bill of Quantities	
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
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the <i>arbitration procedure</i> is	is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
	Delay damages of the <i>works</i> are	Amount per day is 0.05% of the contract value, up to the maximum of 15% of the contract value
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract in Section C1.3: Sureties.
X16	Retention	
X16.1	The <i>retention percentage</i> is	5% of the Contract value.
X18	Limitation of Liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort, or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defect's liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the works, Plant and Materials), - death of or injury to a person. - damage to third party property; and - infringement of an intellectual property right
Z(A):	The Additional conditions of contract Z1 – Z20 are	
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	<p>Add to core clause 12.3:</p> <p>Any extension, concession, waiver, or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>	
Z2	Providing the Works:	

Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose
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 Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> , or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
Z4	Extending the defects date:
	Add the following as a new core clause 46:
Z4.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
Amendment to the Secondary Option Clauses	
Z6	Performance Bond
Z6.1	Amend the first sentence of clause X13.1 to read as follows: The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

Z6.2 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 *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract 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 *contract 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

Z7 Limitation of liability:**Insert the following new clause as Option X18.6:**

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

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses**Z8 Cession, delegation, and assignment**

Z8.1 The *Contractor* shall not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*

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

Z9 Joint and several liability

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

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

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

Z10 Ethics

Z10.1 The *Contractor* undertakes:

- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption, and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission, or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

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

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

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

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

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

Z13 ***Liens and Encumbrances***

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

Z14 ***Intellectual Property***

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

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

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

- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction, or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

- Z17.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision, or correcting an assumption.”

Z18 BBBEE Certificate

- Z18.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

- Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works’ information that is 5% or more
- Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z20 Delegation

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

- Z20.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular regarding the Construction Regulations

Z21 Transformation Imperatives

- Z21.1** The Service Provider shall enter a contract (either through partnership, joint venture, or sub-contracting) with (a) Targeted Enterprise(s) to perform a minimum of 30% of work.
- Z21.2** A Targeted Enterprise is a registered built environment firm contracted (either by Joint Venture, partnership, or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer; or
- Z21.3** A built environment CIDB registered firm contracted (either by Joint Venture, partnership, or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:
- Z21.3.1.** Does not share equity holding with the tenderer; and
- Z21.3.2.** Is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- Z21.3.3.** Is registered with the South African Revenue Service; and
- Z21.3.4.** Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
- Z21.3.5.** Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and
- Z21.3.6.** Is 50% or more black owned or 30% or more black women owned; and

Z21.3.7. Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

The service provider shall achieve in the performance of the contract the contract skills development goal established in the CIDB Standard for developing skills through infrastructure contracts (August 2013)

The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services itself.

The Service Provider shall not sub-contract more than 25% of the tendered contract value excluding value of work allocated to Targeted Enterprise(s) and any services specified in the Scope of Work to be procured through the Employer's Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.

Z21.4 If due to his negligence or for reasons within its control, the Service Provider does not meet the specified target of work stated in the (measured through the value of the Fee Tendered) to the Targeted Enterprise the Employer shall be entitled to levy a penalty equal to 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage.

Z20.4.1 If the service provider fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the service provider's control, which is the only reason that may be acceptable to the employer, sanctions shall apply as follows:

Z20.4.2 In the event that the service provider does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to 50% of the Total Notional Cost over contract duration of the skills development programme.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Only the Site Area. See C4 'Site Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2 The following matters will be
 included in the Risk Register

- 1. Existing Services**
 - 2. Delay in supply of material and/or equipment**
 - 3. Progress of the works against the program**
 - 4. Travelling public and ACSA stakeholders**
-

C1.3 Forms of Sureties

Pro Forma's for Bonds & Guarantees

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

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

[Insert *Contractor's* name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for _____

[insert name of *Contractor*] required in terms of contract _____

_____ **[insert *Contractor's* contract reference number or title]**

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

1.1	"Bank" means	[Insert name of Bank], _____ Branch, Registration No. _____
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>works</i> , entered into between the <i>Employer</i> and the <i>Contractor</i> , on or about the ___ day of _____ 20____ (Contract Reference No. ORT 6085/2019) as amended, varied, restated, novated, or substituted from time to time;
1.4	" <i>Contractor</i> " means	_____ a company registered in accordance with the laws of _____ _____ under Registration No _____.
1.5	" <i>Employer</i> " means	Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30

1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the <i>Employer</i> stating that all amounts due from the <i>Contractor</i> as certified in terms of the contract have been received by the <i>Employer</i> and that the <i>Contractor</i> has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Employer</i>.
1.7	"Guaranteed Sum" means	10% of contract value which must be submitted within 10 working days from notification of award
1.8	"works" means	Replacement of Escalators set out in the Section C3, Works Information

2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer* as security for the proper performance by the *Contractor* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
- be signed on behalf of the *Employer* by a director of the *Employer*.
 - state the amount claimed ("the Demand Amount").
 - state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release, or compromise granted to the *Contractor* or any variation under or to the Contract.

7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable.
 - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable.
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof.
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness

Bank's seal or stamp



C1.4 Insurance Schedule

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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



SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works



With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

4. Insurance requirements for contracts with a value above **R50 million** on the **AIRSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m



- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

C2.1 Pricing assumptions: Option B

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 of Option B states:

- Identified and defined terms** 11 11.2
- (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
 - a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.
- Completed work is work without Defects which would either delay or be covered by immediately following work.
- (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract, and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

Function of the Bill of Quantities

Clause 55.1 in Option B states, “Information in the Bill of Quantities is not Works Information or Site Information”. This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Works in accordance with the Works Information”. Hence the *Contractor* does **not** provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

The P & G section of the bill is not used for the assessment of compensation events.

Measurement and payment

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	Percent
H	Hour
Ha	Hectare
Kg	Kilogram
Kl	Kilolitre
Km	Kilometre
km-pass	kilometre-pass
kPa	Kilopascal
kW	Kilowatt
L	Litre
m/s	Metres per second
M	Metre
Mm	Millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	Meganewton
MN.m	meganewton-metre
MPa	Mega Pascal
No.	Number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
Sum	Lump sum
T	ton (1000kg)
W/day	Workday

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit, and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

¹Provisional Sums should not be used unless unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.



The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 The *bill of quantities*

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

Sub Total A – Preliminaries and General

Item	Description	Amount
1. SITE ESTABLISHMENT		
1.1	Mobilisation costs including site movement	
1.2	Tools and Equipment	
1.2.1.	Containers for storage of both new escalators and old parts. (Bidders to quote for 2 of 6M X 4M Lockable containers)	
1.3	Permits	R 10 0000
1.4	Health, Safety and Environmental	
1.5	Site Establishment including hoarding costs	
1.6	Others (Please indicate)	
Sub-Total A (Excluding Vat): Preliminaries and General		R

All mounts to be entered exclusive of VAT

Sub Total B: Commissioning and Certificates

Resource	Quantity	Rates	Total amount



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Annexure A certificates	12		R
Annexure B certificates	12		R
3 Set of drawings and documents as per scope	12		R
Other: Specify			R
Subtotal B Excluding Vat)			R

Please Note: Commissioning certificates should be in line with the scope and relevant standard requirements, the rate should include all costs associated with lift inspector's requirement, tools and travelling expenses. All costs associated with redoing of work must be covered by the contractor.

Sub- Total C- Cost of assets – 12 Escalators

Escalator	Machine No.	Steps	Direction	Inc. Angle (deg)	Location	Flight length(m)	R.Speed (m/s)	Capacity (kw)	Price
1	72NE9122	90	Both ways	30	Inter Bussing Gate	71,4	0,5	5,5	R.
2	72NE9123	90	Both ways	30	Inter Bussing Gate	71,4	0,5	5,5	R.
3	72NE9124	100	Both ways	30	Domestic bussing gate	81,5	0,5	11	R.
4	72NE9125	100	Both ways	30	Domestic bussing gate	81,5	0,5	11	R.
5	72NE9126	55	Both ways	30	Dom arri.Bag Reclaim	35,5	0,5	5,5	R.
6	72NE9127	55	Both ways	30	Dom arri.Bag Reclaim	35,5	0,5	5,5	R.
7	72NE9128	55	Both ways	30	Inter.arrivals	35.5	0,5	5,5	R.
8	72NE9129	55	Both ways	30	Inter.arrivals	35.5	0,5	5,5	R.
9	72NE9130	90	Both ways	30	Exclusive books/infor	71,4	0,5	11	R.
10	72NE9131	90	Both ways	30	Exclusive books/infor	71,4	0,5	11	R.
11	72NE9132	90	Both ways	30	Food Court	71,4	0,5	11	R.
12	72NE9133	90	Both ways	30	Food Court	71,4	0,5	11	R.
Sub-total C (Excluding Vat):									R

Please Note: 1. Escalator's unit price to include all labour rates associated with scope from decommissioning to commissioning and the following activities:

2.1. Demolishing work



- 2.2. Tiling finishing
- 2.4. Electrical supply and electrical installations
 - 2.4.4. Conduit / trunking facilities by the electrical contractor
 - 2.4.5. Wiring
 - 2.4.6. Temporary electrical supply if needed
- 2.5. Finish and painting
- 2.7. Cutting away and making good
- 2.8. Verifications and deviations program (including all parameter settings)
- 2.9. Adjustments, performance tests, and commissioning
- 3. Testing
 - 3.1. Free maintenance and guarantee period removal of old escalators and transportation of parts and storage in a provided container.

Summary of Pricing

Estimated Contract Value for the Replacement of Escalators

Description	Total (excluding VAT)
Sub-Total A: Preliminaries and General	R
Sub Total B: Commissioning and Certification	R
Sub -Total C: Escalators prices	R
Grand Total (Carry the Grand Total to C1.1 Form of Offer)	R

All mounts to be entered exclusive of VAT. **Grand Total to be carried over to the C1.1 Form of Offer.**

Notes for replacement of Escalators Cost:

All Amounts are to be entered exclusive of VAT.

Below is 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 spend the full or any portion of this amount. Contract expenditure will be strictly calculated using the Bill of Quantities as provided above.

ADHOC Rates:

Rates for ADHOC services and contingencies below is the guide that will be used in case of additional service required. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to spend on this portion of this amount

Item	Rates per hour
Engineer	R
Technician	R
Technical Assistants	R
Mark up on bought out items	%

3.1 *Employer's Works Information*

Description of the works

Executive overview

1.1. A list of Explanatory of abbreviations in this Specification

DTI Department of Trade and Industry
 EN 81 European Standards Code of Safety
 LIASA Lift Inspectors Association of South Africa
 LEA Lift Engineering Association
 SANAS South African National Accreditation System
 SANS South African National Standards
 VVVF Variable Voltage Variable Frequency
 AC Alternating current
 N/A Not applicable
 DC Direct current
 M Meter
 FRP Fire Rating Protection
 LED Light Emitting Diodes
 DC MG Kg Kilogram
 MR Machine Room
 HR Head Room
 MRL Machine Room-Less
 OHS Occupational Health and Safety
 CoC Certificate of Compliance
 Direct current Motor generator

1.2. Background:

King Shaka International airport is equipped with escalators for conveyance of passengers from one level to the other. The challenging part of this system is that airport has a high volume of passengers which gives a little time or no time at all for these machines to cool down. This results to escalators being in continuous operations. The airports have similar make of escalators for both outdoor and indoor use.

1.2.1. INTENT

Work described in this Section includes providing equipment, incidental material and labour required for complete, escalators installation.

This specification provides a broad outline of required equipment and does not describe the details of design and construction. Escalators shall be manufactured, installed, adjusted, tested, and placed in operation by the escalators system manufacturer, or the manufacturer's authorized installer.

1.2.2. INSTALLATION TO COMPLY WITH THE SPECIFICATION AND STANDARDS

The Escalators installation shall comply in every respect with this General Specification unless otherwise specified in the currently in force Legislation and other Subsidiary Legislation, the Particular Specification, Drawings and/or any other relevant contract documents of the Contract, and in particular the latest revision of any specification under the EN115:1995 Code, SANS 21:2003 standards and any parallel codes of practice or standards referred to in this specification shall apply.

1.2.3 INSTALLATION TO COMPLY WITH STATUTORY OBLIGATIONS, REGULATIONS & STANDARDS



Escalator installations shall comply with the following statutory obligations, regulations, standards, together with any additions or amendments thereto currently in force: -

- The Code of Practice for the application of the National Building Regulations SABS 0400-1990
- SANS 0142-1 Code of Practice for Wiring of Premise - Low Voltage Installations
- SANS 21:2003 - Electric escalators
- EN 115:1995 Electric escalators.
- SANS 10360- Maintenance and repairs of electric escalators.
- Occupational Health and Safety Act, Act No 85 of 1993.
- Local fire regulations

1.2.4. The service provider to ensure full compliance with Occupational Health and Safety Act, 1993 Lift, Escalator and Passenger Conveyor Regulations, 1994, with special attention to rules relating to **Permission to install and use.**

Design and Construction

(Please note: The service provider to act on behalf of the owner is the sourcing of certification and permission as promulgated by the act)

Acceptable standards:

SANS Number	Year	Edition	Title
SANS 21-1	2009	1.00	Safety of escalators and moving walks — Part 1: Construction and installation
SANS 204	2011	1.00	Energy efficiency in buildings
SANS 1543	2015	2.03	Escalators and passenger conveyors
SANS 1545-1	2015	3.05	Safety rules for the construction and installation of lifts — Part 1: Electric lifts
SANS 10142-1	2012	1.08	The wiring of premises — Part 1: Low-voltage installations
SANS 10400-A*	2010	3.00	The application of the National Building Regulations — Part A: General principles and requirements
SANS 10400-B	2012	3.00	The application of the National Building Regulations — Part B: Structural design
SANS 10400-C	2010	3.00	The application of the National Building Regulations — Part C: Dimensions
SANS 10400-D	2011	3.00	The application of the National Building Regulations — Part D: Public safety
SANS 10400-F	2010	3.00	The application of the National Building Regulations — Part F: Site operations
SANS 10400-M	2011	3.00	The application of the National Building Regulations — Part M: Stairways



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SANS 10400-N	2012	3.01	The application of the National Building Regulations — Part N: Glazing
SANS 10400-O	2011	3.00	The application of the National Building Regulations — Part O: Lighting and ventilation
SANS 10400-P	2010	3.00	The application of the National Building Regulations — Part P: Drainage
SANS 10400-T	2011	3.00	The application of the National Building Regulations — Part T: Fire protection
SANS 14798	2009	3.00	Lifts (elevators), escalators and passenger conveyors — Risk analysis methodology
SANS 53015	2010	1.00	Maintenance for lifts and escalators — Rules for maintenance instructions

European escalator code EN 115 recognizes that there is different between commercial escalators and public use escalators. The code refers to public use escalators as heavy-duty escalators while commercial use as light duty.

The following regulations and Annexures are hereby repealed:

- (a) Regulations C.113 to C.172, published under Government Notice No. R. 929, dated 28 June 1963.
- (b) Regulations C.131A, C.156A, C.160A and Annexure F25(A), published under Government Notice No. R. 2262 of 4 November 1977; and
- (c) Annexures F19, F20, F21, F22, F23, F24 and F25 published under Government Notice No. R. 929 dated 28 June 1963.

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

- Lift, Escalator and Passenger Conveyor Regulations, 1994

Design and Construction

3. (1) No person shall use or modify or permit the use or modification of any lift, escalator, or passenger conveyor unless -

(a) such lift, escalator or passenger conveyor has been designed or constructed or modified in accordance with the relevant standard or specification pertaining to such lift, escalator, or passenger conveyor and which is incorporated for this purpose in these regulations in terms of section 44 of the Act; and

(b) the requirements of The National Building Regulations, if applicable, have been complied with: Provided that a lift, escalator, or passenger conveyor installed prior to 1 May 1994, shall be deemed to comply with these regulations or said specifications if it complies with the regulations or specifications which were in force at the time such lift, escalator or passenger conveyor was installed.

(2) The user shall ensure that all electrical components of a lift, escalator or passenger conveyor installed in a location where there is a danger of fire or explosion due to the presence, occurrence, or development of explosive or flammable atmospheres, or where explosive articles are manufactured, handled, or stored, is in compliance with regulation 8 of the Electrical Machinery Regulations, 1988, published under Government notice R 1593 of 12 August 1988.

Escalator Duty:

The service provider to design escalators that can be able to convey an estimated 5000 people per hour. Defining an escalator duty is not only based on classification above but to other contributing functions. The contractor to also look at three functions as follows:

Application	Airport environment
Location	Indoor use
Estimated number of people per hour	5000 most with pull bags for an estimated weight of (85kg + 40Kg) spread over three steps



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Escalator duty equation:

Escalator duty equation is estimated based on below information's:

Application + Location + Persons per Hour = Definition of Escalator Duty

Commercial or Heavy Duty or Transit + Indoor + above 5000 passengers per hour = Escalator Duty

Commercial with a maximum rise of about 30 feet to 65 feet

Commercial escalators are typically designed to move thousands of people and yet look elegant.

Elegancy:

To improve elegance the escalators will include glass balustrades, under handrail lighting and unique handrail presentations. These escalators must be able to convey heavy traffic applications and be suitable for airport environment. With technical design that has increased chain and motor sizing.

The differentiation of escalators according to American Public Transit association (APTA)

Feature	APTA Heavy Duty	Commercial
Radius	>2000mm	1000mm
Design Load brakes	674 pounds	190 pounds
Design Load Machines	674 pounds	190 pounds
Design load truss	674 pounds	190 pounds
Design load machine chains	674 pounds	190 pounds
Truss deflection	,1:1000 between supports	No standard
Engineered design	100 000 hours	25-30 000 hours
Handrail construction	V-groove profile	U- groove
Galvanizing to ASTM123	Weatherproofing	Galvanizing may warp lighter truss
Flat steps	3	2
Track thickness	3mm	1.5mm
Balustrades	High deck solid balustrade with 16 ga stainless steel	Glass Or 3/8-inch steel sandwich panel
Motors	Waterproof high insulation rating available	Varies
Roller diameter	4 inches (100mm)	3 inches (75mm)

2. SCOPE OF WORK

PURCHASER'S GOODS INFORMATION

1. DESCRIPTION OF THE GOODS AND SERVICES

General description of the goods

The scope seeks a suitable service provider to supply and install escalators at KSIA

2. MANAGEMENT AND START-UP

the supplier shall: provide schedule/delivery program.

3. Engineering, and the supplier's design

3.1 introduction and the purchaser's design



Design services & activity matrix

The service provider to provide the following information at a bidding stage:

The OEM specifications
Equipment designer
The equipment installer
Year and model of equipment.
Concept feasibility and overall process

4. Packaging, transport, and delivery / offloading

4.1 Packaging:

The Supplier shall: Package and mark.

5. incidental services

The Supplier shall: Liaise with local authorities.

6. Specifications and drawings.

The supplier to provide all necessary drawings and specifications including:

- design drawing
- AS Built
- Layouts
- Maintenance procedure manual
- And Equipment specifications.
- List of spares
- Annexure A

6.1. Specifications:

The contract to ensure that the end-product of the escalator supplied meets the following technical requirements specified below.

Feature	APTA Heavy Duty	Contractor to "tick"	Comment if differ from the specification
Radius	>2000mm		
Design Load brakes	305.701kg		
Design Load Machines	305.701kg		
Design load truss	305.701kg		
Design load machine chains	305.701kg		
Truss deflection	,1:1000 between supports		
Engineered design	100 000 hours		



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Handrail construction	V-groove profile		
Galvanizing to ASTM123	weatherproofing		
Flat steps	3		
Track thickness	3mm		
Balustrades	High deck solid balustrade with 16 ga stainless steel		
Motors	Waterproof high insulation rating available		
Roller diameter	4 inches (100mm)		

Specification of escalators currently on site.

Terminal Building Escalators (TMB)								
Escalator	Machine No.	Steps	Direction	Inc. Angle (deg)	Location	Flight length(m)	R. Speed (m/s)	Capacity (kw)
1	72NE9122	90	Up	30	Inter Bussing Gate	71,4	0,5	5,5
2	72NE9123	90	Down	30	Inter Bussing Gate	71,4	0,5	5,5
3	72NE9124	100	Down	30	Domestic bussing gate	81,5	0,5	11
4	72NE9125	100	Up	30	Domestic bussing gate	81,5	0,5	11
5	72NE9126	55	Down	30	Domestic arrival Bag Reclaim area	35,5	0,5	5,5
6	72NE9127	55	Down	30	Domestic arrival Bag Reclaim	35,5	0,5	5,5
7	72NE9128	55	Down	30	Inter.arrivals	35,5	0,5	5,5
8	72NE9129	55	Down	30	Inter.arrivals	35,5	0,5	5,5
9	72NE9130	90	Up	30	Exclusive books/infor	71,4	0,5	11
10	72NE9131	90	down	30	Exclusive books/infor	71,4	0,5	11
11	72NE9132	90	Up	30	Food Court	71,4	0,5	11
12	72NE9133	90	Down	30	Food Court	71,4	0,5	11

6.1.1 Technical specifications – scope of work

The scope of this tender is to obtain competitive tender returns for the:

- Supply of twelve(12) escalators
- A commitment of support through spare availability and technical support to ACSA maintenance service provider.



Spares will be ordered on an 'as and when required basis.

The Parties main responsibilities

The Supplier provides the following additional documentation at the time of delivery:

1. OEM Manuals and Operating Procedure (1 X hard copies and 1 X electronic copy)
 2. Guarantee and Warrantee documentation and Service Manuals.
 3. Body building certifications if applicable and licensing documentation where applicable.
4. Time
- The *Starting date* is to be confirmed.
 - The *delivery date* is to be confirmed.
 - **Testing and Defects**
 - The *warranty period* is 12 months after delivery.
 - The *defect correction period* is three months.

QUALITY ASSURANCE

Escalator Specification: The execution of work of this section shall be conducted by a company who has adequate product liability insurance.

The employees of the contractors must be skilled, competent, registered and certified with the relative qualifications authority, with demonstrated ability to perform the work on a timely basis.

PROGRAMME OF WORKS

The Contractor shall submit a detailed programme within 7 days of the acceptance of the Tender. The work programme should be based on contractors given two escalators to work on at a time. Contractor to work on a set that is adjacent to each before proceeding to another set to ensure minimum disruption to passenger movement.

Showing:

- methodology,
- stages and order of proceeding the Works,
- together with the period estimated for each stage of progress for comment by the Employer or his/her duly appointed representative.

The programme shall include the following: -

- Date of order of equipment and materials,
- Site establishment and date of delivery of equipment and materials to site,
- date of commencement and completion of every stage of the Works in line with the building
 - construction programme,
 - Date of requirement of temporary and permanent electricity supply, and
 - Date of completion, commissioning, and testing

Note: date of works completion and handover Programme shall be regularly updated to reflect the actual progress and to meet the obligations under the Contract.

DRAWINGS TO BE SUBMITTED AFTER ORDER PLACEMENT

The Contractor shall submit for approval, within Two (2) weeks of placing of the order, three (3) copies (unless otherwise specified) of drawings giving details of all Builder's Work required for the Lift installation. Such drawings shall clearly indicate the position and sizes of all holes and cuttings, the loads on beams and structures, and all other requirements in relation to: -

Escalator Installation

- Escalator machine room and associated equipment,
- All structural openings, such as landing entrances (including structural dimensions), ventilation openings, etc.
- All bases, channels, holes, grouting-in of fixings, etc.
- Suitable locations of luminaries for escalator machine room and pit lighting.
- Guard rails in the machine room.
- Power and Ventilation requirements,
- General illustration and finish of escalator/passenger conveyor installation.



OPERATING AND INSTRUCTION MAINTENANCE MANUALS

The Contractor shall, unless otherwise specified, provide two (2) hard copies and two (2) soft copies in CD-ROMs of approved software format of the operating & maintenance manual of the whole installation. The structure and contents of the operation and maintenance manual shall be specified in the Contract Preliminaries and approved. All commissioning and testing results, certificates and record, photographs as necessary, description of the escalator system and equipment detail, user operating instruction and safety procedures, "as built" drawings, electrical wiring diagrams, rope certificates and planned maintenance schedule shall be included in the final manuals.

Documentation proving that the control system has been subjected to extensive testing by an approved authority to verify the design in terms of safe, redundancy, reliable and full compliance with the SANS-21 (Type Tested) and all national and local regulations and by-laws shall without exception be provided with the tender submission.

Presentation of the manual shall be as follows:

1. Index
2. User Operating & maintenance manual escalator safety procedures
3. "as built" drawings
4. Electrical wiring diagrams
5. Planned maintenance schedule
6. All commissioning and testing results – Annexure A
7. Annexure One (permission to install and use) and Annexure B Compliance certificate
8. Type test Certificates
9. Guarantee's

REMOVAL OF EXISTING ESCALATORS

CONTRACTS RESPONSIBILITIES

The Contractor shall be responsible for all work to remove and dismantle all existing equipment including the old machine room equipment that must be completely removed.

The chopping out and building in equipment as required shall form part of the Contractor's scope of work.

The Contractor's shall be responsibility to check and verify all on-site dimensions and on-site conditions prior to tender and/or placing the order for the equipment. The Contractor assumes full responsibility to ensure that the equipment offered and supplied is compatible with the existing shaft structure.

PROTECTION OF THE BUILDING

The contractor to ensure that the escalators are removed without damage to the existing finished on the building. The Contractor must take all the necessary precaution to ensure that the existing building finish including floor and walls are not damaged during the removal and installation of the new escalators. The Contractor shall repair any damaged caused during the removal and installation of the escalators.

INSPECTION OF EXISTING EQUIPMENT

Tenderers shall inspect the site to verify and confirm all site information on existing equipment details, Shaft/pit dimensions. Tenderers shall make themselves thoroughly.

acquainted with the site conditions under which the work is to be carried out.

The nature of the site, means of access to and any restrictions on such access area for site establishment and on transport and storage of materials and equipment to and from the site, and generally, all circumstances, conditions under which the work under this subcontract has to be carried out, and all matters which may in any way influence the cost, conduct or execution of the work, before submitting their tenders as no extra arising out of their failure to do so will be entertained.

BARRICADES AND HORDING OFF THE WORK AREA

The Contractor to provide enough barricades / hoarding together with the necessary safety notices and signs as per the

requirements of the Occupational Health & Safety Act 85 of 1993.

Hoarding requirement for installation of new escalators at King Shaka International Airport.



It is important to note that the application of hoarding specifications as detailed herein is the ACSA-KSIA Standard and must be issued to every (Hoarding) Contractor for implementation prior to execution of any hoarding work. It is the responsibility of the consultants and contractor to verify the latest revision with the ACSA-KSIA Project Manager. Failure to verify all requirements of all hoarding finishes internal and externally may result in the contractor having to incur additional costs for alterations.

The scope of hoarding work should always be part of this construction programme construction work to commence on site for ACSA- KSIA. Contractors are informed that working on the airport environment will require them to execute hoarding work outside normal working hours.

It is envisaged that the manual will be informative enough to everyone involved but in certain areas the specification for internal and external hoarding may not be applicable, such exceptions will be addressed as they arise and must be referred to the Project Manager. All hoarding remains the property of ACSA (if paid for in Preliminaries) but must be removed off site by the contractor on completion of the project and be handed over to ACSA project manager for further instruction.

Hoarding Type: This type of internal hoarding will be applicable for this construction work before actual work takes to minimize noise, dust, and visual screening.

Hoarding Construction and Material

The board on the public side will be 16 mm chip board. The method of construction is like permanent type except that the hoarding is only on the public side and is melamine finish (Grey Cambrink).

Hoarding Construction and Material

The construction method will match that of the Permanent hoarding on the public side only and no finishes on the construction side. No insulation for this type of hoarding will be required.

4. Document check list

Commissioning document check that will be used	
The minimum general escalator specifications for airport applications shall be as follows	
Application type:	Heavy Duty
Inclination:	30 deg
Transition Radius:	1.5m
Lower curvature radius:	1m
Speed:	0.5 - 0.65m/s
Min Width:	1000mm
Lubrication free step rollers and step chain:	yes
Rollers outside step chain:	yes
Sealed step and step chain bearings:	yes
Operating Mode:	Combination of standby speed and stop & go mode
Balustrade:	10mm self-supporting tempered glass
Balustrade min height:	900mm
Power:	380-400V/ 50Hz
Minimum motor efficiency class:	IE2
Motor IP Rating:	IP55

Regenerative braking:	Yes
Operating Hours per day:	18-20hrs
Landing plate:	Non-slip
Side cladding material:	3mm Stainless Steel
Running direction: Dual	Dual
Escalator Logs and trends:	Yes
Link to site BMS and web application:	Yes
Minimum logs and trends retention period:	30 days
USB/Computer download capability of logs	Yes
Smart Energy Metering:	yes
People counting:	yes
Truss segments: 1 for new buildings and multiple in existing buildings	
Stainless steel or Hot-dip galvanized truss:	Yes
Trolley pole barriers:	yes, Stainless steel
Side Brushes:	Yes
Passenger detection:	Yes
Traffic lights: On both landings	yes
Min Passenger circulation area:	Depth=2500mm, Width=escalator width+ 160mm or Depth=2000mm, Width=2xEscalator width +160mm
Min Head room above step band: 2300mm	2300mm
Min clearance between escalators: 160mm	160mm
Stainless steel handrail guide:	yes
Vibration isolation pads:	Yes
Protective devices:	Yes
Lighting type:	LED
Lower pit water safety switch: Yes, where there is possibility of pit flooding	Yes
Status notification and viewing	Yes
via mobile phone:	Yes
Minimum Warranty Period:	1 Calendar Year
If an escalator position is outdoors, the following additional minimum specifications shall apply:	shall-20hrs
Water drain channel in the truss:	truss-20hrs
Corrosion proofing:	Yes
Stainless steel handrail guide:	Yes
Weatherproof electrical system:	Yes



SECTION 2 - EXECUTION OF WORKS

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2.1. BUILDERS WORKS

The following builder's works in connection with Escalator installation shall be carried out by the Contractor: -

- Provision of necessary holes, chases, openings, and vents.
 - Provision and fixing of steel joists and scaffoldings required for the escalator shaft installation.
 - Provision of concrete fill and/or grouting of and finishing off -of new equipment installed, etc.
 - Provision of structural steelwork for escalator machinery required for the installation.
 - Provision of drain outlet and/or sump pump in the escalator pit, where necessary.
- All additional openings, holes through the building structure, partition walls and all concrete bases, supports, ducts etc. required by the Contractor beyond those included in the Architectural or Structural Drawings will also be carried out by the Contractor, provided that the Contractor shall submit to the Project manager for approval, full details of such requirement, so that due consideration may be given before the Contractor commences work in the area concerned.
- The Contractor shall be responsible for marking out the exact position and sizes of all such work or providing detailed information to the Contractor to carry out such work as his work proceeds. The Contractor shall check that the builder's works executed by the Building Contractor are carried out to the Contractor's requirements.
- Existing Buildings: The Contractor shall obtain approval from employer or the Project Manager for all cutting / core drilling of existing floor slabs or structural supports or beams. Should the Contractor proceed with the cutting or core drilling of floor slabs or structural supports or beams without written approval, the Contractor shall be held liable for any consequence associated with the weakening of the slabs, beams or supports covered under this section.

After Market Equipment support:

Replacement equipment shall be readily available. The contractor shall be requested to guarantee that the equipment or components will be available in South Africa in the foreseeable future for at least 15 to 20 years.

All losses, costs or expenditures which may arise because of negligence to comply with any regulation applicable to this installation as specified above shall be for the explicit account of the contractor.

All materials shall be new, undamaged, free of rust or other defects and shall be of the best quality.

Materials shall comply with the relevant SANS and EN81 specifications where applicable. The contractor shall upon the request of the Project manager, furnish him with documentary proof to his satisfaction that the materials are of the quality specified. Samples of materials for testing, if required, shall be supplied by the contractor, free of charge.



ELECTRICAL SUPPLY AND ELECTRICAL INSTALLATIONS

ELECTRICITY POWER SUPPLY

Unless otherwise stated in the Particular Specification, the electricity supply for the electrical machinery will be 380V, 3-phase, 50 Hz, 5 wire i.e., 3 live with neutral and 10mm earth and the electricity supply for lighting will be 220V single-phase, 50 Hz, 2 wire + 10mm earth conductor.

ELECTRICAL CONTRACTOR RESPONSIBILITIES

The Electrical Contractor will be responsible for providing the power supply for the electrical equipment. The supply point will be terminated at an isolating switch or sub-distribution board at the following location according to the type of installation: -

- Escalator installation: - Escalator machine room

The Contractor will provide permanent lighting in the machine room and pulley rooms and socket outlets in the machine room.

Temporary electricity supply during the construction period will be provided by the Client.

Elect: CONTRACTOR RESPONSIBILITIES

From the isolating switch or sub-distribution board provided by the electrical contractor, all electrical work required for the lift shall be the responsibility of the Contractor.

The Contractor will provide permanent lighting in the escalator machine room and in the pit. The Contractor will provide permanent socket outlets in the escalator machine room and in the pit. The socket outlet in the pit will be of weather-proof type.

Elect: CONDUIT/TRUNKING FACILITIES BY ELECTRICAL CONTRACTOR

The Contractor shall be responsible for the provision of all cabling, buzzers (or alarm bells) and indicator board(s) in connection with all alarm system specified in this General Specification.

WIRING

All cables, trunkings, conduits, and conduit fittings necessary for the circuits (including power, lighting and control circuits) for the lift installation shall be installed in accordance with the SANS1545 regulations.

All exposed metalwork liable to become electrically charged shall be bonded and earthed.

All wiring installed in the lift machine room and lift well, other than traveling cables, shall be enclosed in galvanized steel or plastic conduits or trunking.

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GENERAL SPECIFICATIONS FOR ESCALATOR EQUIPMENT

4.1 SAFETY DEVICES AND CONTROL OPERATION

4.1.1 SAFETY DEVICES

4.2.2 Type of switch

4.1.1.1 Emergency stopping devices.

Emergency stop devices shall be placed in an easily accessible positions at each end or near to landings of the escalator. For escalators with rise above 12 m, and for passenger conveyors with a length of the tread-way of more than 40m, additional emergency stopping devices shall be installed.

4.1.1.2 Broken step chain device

The broken chain safety device shall be incorporated as part of the tension carriage, and they shall operate if the bottom sprocket moves unduly in either direction in the event of either both step chains breaking or becoming unduly lengthened or elongated due to wear of the pins, or tension in either chain dropping below a pre-determined value.

4.1.1.3 Broken drive chain device

A device shall operate for breakage of the chain between the driving machine and the escalator main drive shaft. Auxiliary brake if provided shall also operate.

4.1.1.4 Broken step device

If any part of the step is sagging so that meshing of the combs is no longer ensured, switching off shall be operated at a distance before the comb intersection line to ensure that the step which has sagged does not reach the comb intersection line. The control device can be applied at any point of the step.

4.1.1.5 Broken handrail device

Broken handrail devices shall be situated inside both balustrades at the lower end of the incline, which shall be actuated if either or both handrails break.

4.1.1.6 Non-reverse device

A non-reversing device shall be arranged to prevent a travelling escalator to slow unduly or attempts to reverse its direction of travel. The escalator shall be stopped once the device is operated, and it shall only be started again by the key operated switch.

4.1.1.7 OPERATION OF THE SAFETY DEVICE

The operation of anyone of these safety devices shall cause the electrical supply to the driving motor to be disconnected and the electro-mechanical brake to be operated thus bringing the escalator to rest.

4.2 CONTROL STATION

4.2.1 Position

A Control station shall be provided at both the upper and lower landing ends of the escalator which shall contain an emergency stop switch, two key operated direction switches and if specified a foot light switch. The station shall be so positioned as to enable any person operating any of the switches to afford a full view of the escalator.

4.2.2 Type of switch

The emergency stop switch shall be push button type with a red button and shall be suitably protected against accidental operation. But the up and down directional starting switch shall be of the key operated spring off type.

4.2.3 Marking

All control switches shall be provided with clearly engraved markings in English.

4.3 AUTOMATIC OPERATION

Escalators should start automatically by the passing of a user shall start to move before the person. walking reaches the comb intersection line. This can, for instance, be accomplished by light -ray.

The escalator shall be stopped automatically after a sufficient time (at least the anticipated passenger transfer time plus 10 seconds) the passenger has actuated the automatic starting device.

4.4 ENERGY SAVING OPERATION (Green Escalators)

4.4.1 Provide escalators with energy saving operation. When the escalator is not transporting passengers / unloaded the nominal speed shall reduce to approximately 20% of its nominal speed. As soon as a passenger approaches the unit and is detected by a light barrier / proximity detector installed



in the skirting, the escalator shall accelerate up to nominal speed. When an approaching passenger is detected and before stepping on to the first moving step, the escalator will have already accelerated up to its nominal speed. The 20% energy saving speed will ensure that the escalator travel direction is visible to approaching passengers.

4.4.2 The time after the escalator becomes unloaded and before it initiates the slow speed operation, will be controlled by an adjustable electronic timer. At works Completion this slow speed initiation time will be set at 120-seconds.

4.4.3 Provide escalator drives fitted with frequency converters capable of reducing peak currents by approximately 80% and energy saving of approximately 60% will be expected in the slow speed operation.

4.4.4 Provide an external button or key switch operation to select energy saving mode or continues running mode.

4.5 PROVISION FOR FUTURE REMOTE MONITORING OF ESCALATOR

The Contractor shall provide dry contacts of the following output signals for each escalator installation to serve as the interface unit for future connection by others: -

- Normal/Fault status
- Duty/Standby status
- Normal/ Essential Power status
- Power Supply Normal/ Fault status
- Emergency stop button activated.

This interface unit shall be located at the management office/caretaker's room next to the escalator. monitoring panel unless otherwise specified on the Drawing and/or in the Particular Specification.

BALUSTRADES

TYPE OF BALUSTRADES

Solid balustrades shall be installed on each side of the escalator and shall consist of the following components: -

- Skirting

The skirting panels shall be vertical and constructed of smooth hairline finish stainless steel with thickness of not less than 2 mm. Embossed, perforated or roughly textured materials shall not be used.

- Interior profile

The interior profile shall be of hairline finish stainless steel with thickness not less than 2 mm.

The interior profile and the balustrade interior paneling shall have an angle of inclination of at least 25° to the horizontal.

- Interior and exterior paneling

Both the interior and exterior paneling shall be of hairline finish stainless steel with thickness of not less than 1.5 mm. If glass balustrade is specified, the glass shall be of a laminated or splinter-free one-layer safety glass (tempered glass type) and shall have sufficient mechanical strength and rigidity. The glass panels shall be at least 6 mm thick.

- Balustrade decking

The decking shall be of stainless steel or extruded aluminum, polished and anodized in natural color. The decking is to be situated under the handrail and forms the top cover of the balustrade paneling. Appropriate measure shall be provided to discourage people from sliding along the decking.

DRESS GUARD

Dress guards of brush bristles type shall be provided along the full length of the lower part of the skirting panels.

Brush bristles type dress guard shall be made of nylon filaments. The nylon filaments shall not support combustion and shall be durable and with flagged ends to give a soft face and be securely held within a pressed steel holder. The assemblies shall be easily removed when replacement is necessary. It shall consist of anodized aluminum carrier which is suitable for the escalator sidewall. The bottom of the carrier shall have chamfer angle to eliminate trapping of feet, trolley wheels and parcels, etc. The carrier shall be fixed onto the skirting panel by secret fixings which are concealed by the filaments but are easily removable.



RUBBER HANDRAIL

The handrails shall be constructed of multi-layered canvas with the exposed surface covered with smooth black abrasion resistant rubber which shall be vulcanized into an endless loop.

NOTICE ON THE ACCESS DOOR

On each access door to the machinery space in upper and lower landing a notice of durable materials with the inscription of the following message in English shall be fixed: -

"Machinery space - danger, access prohibited to unauthorized persons.

MARKING OF ESCALATOR

At least at one landing, the name of the manufacturer & official registration number shall be indicated, visible from outside.

STEP LIGHTS UNDER LANDINGS

Energy efficient fluorescent luminaries shall be provided underneath landings to illuminate the clearance between steps, steps and skirting, steps, and comb, at the horizontal steps portion of the escalator. The color of these lights shall be green.

Facility shall be incorporated for the easy replacement of lamp.

Handrail lighting

Handrail must be equipped with LED continuous lighting stripe under the handrail.

Please note: The handrails to be equipped with handrail led UV sterilizers to help the fight against covid pandemic.

NOTICE FOR AUTOMATIC START

In the case of escalators starting automatically, a clearly visible and audible signal system, e.g., road traffic signals, shall be provided indicating to the user whether the escalator is available for use, and its direction of travel.

NOTICES NEAR ENTRANCES OF ESCALATOR

The following notices for the user shall be fixed in the vicinity: -

- Small children must be held firmly.
- Dogs must be carried.
- Stand facing the direction of travel; keep feet away from sides.
- Hold the handrail.
- Transportation of bulky and heavy loads not permitted.
- Whenever possible, these notices shall be given in the form of pictographs. The minimum size of the

pictographs shall be 80 x 80 mm.

Compulsory Test and Examinations

The Contractor shall test and examine all safety devices and governors, as required by the latest edition of the South African Notational Standard Safety Code for Elevators and Escalators, as per the regular intervals mentioned in the standard. And provide relevant annexure for installation of new assets. The Contractor shall

promptly correct any defects that may be found in the testing and examining of the Safety Devices. Records of the annual safety device test results and examination shall be recorded in the elevator maintenance book. The report will list condition of all equipment covered by this agreement.

Additional Quality and Mandatory Compliance inspections

The Contractor shall employ the Clients appointed Consultant as required for any additional Quality and Mandatory checks and examinations as deemed necessary as per the Clients request.

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Annex B	Environmental terms and conditions to commence
Annex C	Technical Specifications- Regulation and Standards
Annex D	Asset Description
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ANNEX A

**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)**

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization:	AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT
Physical Address:	Airport Company South Africa King Shaka International Airport La Mercy Farm 4407

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

To be completed by the contractor

[illegible]

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

- Public Liability Insurance Cover as required by the Subcontract Agreement.
- 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 always 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 OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol, or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

I, _____ (Name and Surname), 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

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

ANNEX B

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

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

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

	<ol style="list-style-type: none"> 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous, and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored, and handled in accordance with Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA 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	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
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 ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g., training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

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

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

I, _____ (name & surname) of

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

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

at: _____ (airport name).

ANNEX C

Technical Specifications- Regulation and Standards

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

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

C3.2.1 Contractor's Works Information

The Contractor is to provide details or specification of parts to be used for the Replacement of escalators

Annex D- Asset Description

Terminal Building Escalators (TMB)								
Escalator	Machine No.	Steps	Direction	Incl. Angle (deg)	location	Flight length(m)	R. Speed (m/s)	Capacity (kw)
1	72NE9122	90	Up	30	Inter Gate Bussing	71,4	0,5	5,5
2	72NE9123	90	Down	30	Inter Gate Bussing	71,4	0,5	5,5
3	72NE9124	100	Down	30	Domestic bussing gate	81,5	0,5	11
4	72NE9125	100	Up	30	Domestic bussing gate	81,5	0,5	11
5	72NE9126	55	Down	30	Dom arri. Bag Reclaim	35,5	0,5	5,5
6	72NE9127	55	Down	30	Dom arri. Bag Reclaim	35,5	0,5	5,5
7	72NE9128	55	Down	30	Inter.arrivals	35,5	0,5	5,5
8	72NE9129	55	Down	30	Inter.arrivals	35,5	0,5	5,5
9	72NE9130	90	Up	30	Exclusive books/infor	71,4	0,5	11
10	72NE9131	90	down	30	Exclusive books/infor	71,4	0,5	11
11	72NE9132	90	Up	30	Food Court	71,4	0,5	11
12	72NE9133	90	Down	30	Food Court	71,4	0,5	11

Annex E**X17 Annexure A- Low service damages – Replacement of Escalators at King Shaka International Airport**

NO.	CONTRAVENTION	PENALTY TRANSGRESSION PER
1.	Unauthorized water connections	R 5 000-00
2.	Unauthorized connections to fire main	R 5 000-00
3	Unauthorized electricity connections	R 5 000-00
4.	Unauthorized use of passenger trolleys	R 2 500-00

5.	Unauthorized dumping of spoilt material or debris	R 4 000-00
6.	Unauthorized dumping into storm water and sewer mains	R 5 000-00
7.	Non-compliance with environmental specifications	In accordance with ACSA Environmental Specification
8.	Non-compliance with safety specifications	In accordance with the OHS Act

Technical low service damages as part of annexure A

Where a service cannot be completed within 2 weeks after agreed project completion date.	R20 000.00 (R10 000 a week there after) (Unless the unavailability of resources was agreed to in writing by the Project Manager or his/her duly authorised representative.
Delay damages (failure to start the project execution as per contractor's schedule of work	Amount per day is 0.05% of the contract value, up to the maximum of 15% of the contract value
Poor housekeeping and failure to provide demarcations. Hoarding not meeting standard as specified in the contract	R10 000.00
For each sub-system: Repetition of non-conformances or not meeting the minimum performance benchmarks for 3 consecutive times	R20 000.00. (Unless a special arrangement is made with the Service Manager in advance relating to factors beyond the Contractor's control.)
Safety infringement	R2 000.00
Poor Housekeeping (failure to leave the area tidy before and of each shift)	R 1000 per incident.
Non-compliance with the defect free liability period	The full cost of the 2 nd repair (including the cost of making use of a 3 rd party should ACSA wish to utilise a 3 rd party for the subsequent repair)

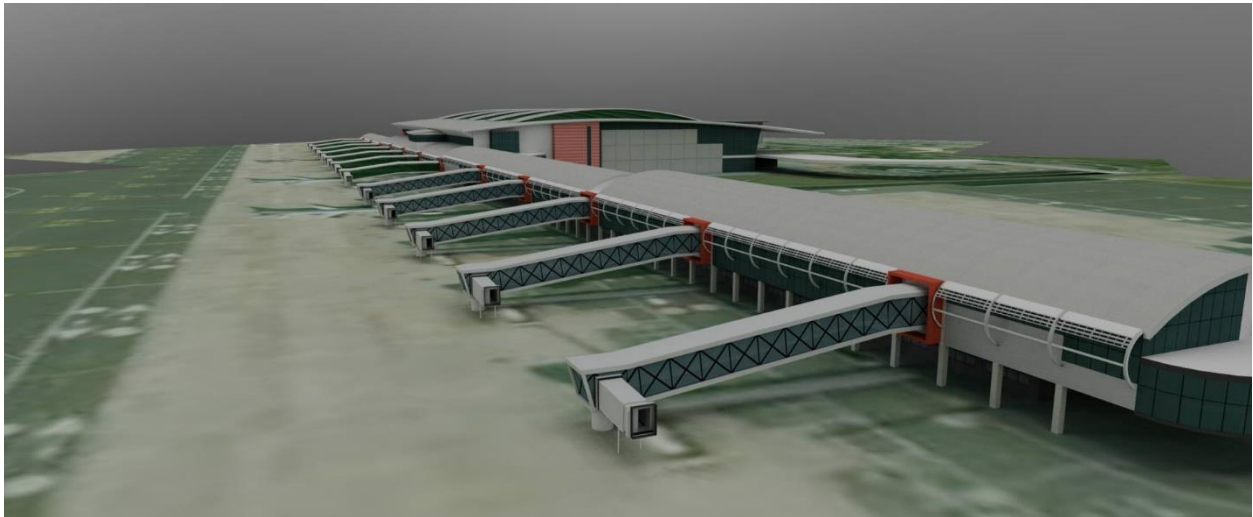
C4 Site Information

Description

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

General Site Conditions

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



Risk Register

Risk name	Responsibility	Mitigating factors	Risk Level
Injury to public due to flying object, dust and falling	Contractor	To ensure that the area is demarcated, horded and access to construction site restricted	Medium
Noise Level	Contractor	To ensure that all high noisy activities are done after last flight	High
Fire due to hot works	Employer and the Contractor	Hot works permit must be issued prior to all hot works	Medium to low
Falling and slipping	Contractor	housekeeping	Medium to low
Working on height	Contractor	Training	Low
Confine space	Contractor	Training	Low
Carrying of heavy material	Contractor	Training and correct use of equipment	Low
Electrocution	Contractor	Isolation and training	Low

