



TENDER DOCUMENT

FOR

**MAINTENANCE OF BAGGAGE HANDLING SYSTEM (BHS) AT
CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA)
AND KING PHALO AIRPORT (KPA) FOR A PERIOD OF
THREE(3) YEARS**

Tender Reference Number: RA7157/2023/RFP

May 2023

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.	CELL NUMBER	
.4.	EMAIL	
5.	NAME OF CONTACT	
6.	NATIONAL TREASURY CSD REGISTRATION NUMBER	MAAA

TENDER/BID REFERENCE NUMBER : RA7157/2023/RFP

ISSUE DATE : 16 May 2023

NON-COMPULSORY BRIEFING SESSION via Microsoft TEAMS : 24 May 2023 at 10h00

COMPULSORY SITE VISITS (2) : 25 May 2023 at 10h00 - **CDSIA (in Gqeberha/PE) AND**
BOTH MUST BE ATTENDED : 26 May 2023 at 10h00 - **KPA (in East London)**

Requirements:
Reflective Jacket & Original ID/Passport

QUERY CLOSURE DATE : 2 June 2023

BID SUBMISSION CLOSING DATE AND TIME : 19 June 2023 at 10h00

SUBMISSIONS DELIVERY : King Phalo Airport in East London
: (66 Settlers Way, Greenfields)
: ACSA Admin Offices
: 1st Floor, Terminal Building

THIS BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY

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APPENDICES (Attached Separately)

Following appendices are included for information purposes. Successful bidder will be required to complete them.

Appendix : Safety, Environmental etc

T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the **Maintenance of Baggage Handling System (BHS) at Chief Dawid Stuurman International Airport (CDSIA) and King Phalo Airport (KPA).**

Mandatory Criteria:

- a) It is estimated that bidders must have a CIDB contractor grading designation of **3ME or higher**.
- b) Attendance to **Compulsory Site Visit at CDSIA** (in Gqeberha/PE)
- c) Attendance to **Compulsory Site Visit at KPA** (in East London)
- d) **Completed SBD4** Bidders Disclosure Form.
- e) **Completed Form of Offer and Acceptance** (Part C1 - C1.1)

1.1.1 TENDER DOCUMENT AVAILABILITY

Tender document is available from **16 May 2023** for free download from National Treasury's e-Tender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Please print, complete and provide the necessary information/documentation.

1.1.2 BRIEFING SESSION AND SITE VISITS

1.1.2.1 NON-COMPULSORY BRIEFING SESSION Via Microsoft TEAMS

A Non-Compulsory Briefing session will be conducted virtually via Microsoft Teams on **24 May 2023 at 10h00**.

We recommend that technical person, persons completing and compiling the bid document and other attend this virtual briefing session.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 347 144 546 690

Passcode: rV6mo7

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

Or call in (audio only)

TEL: [021 834 0841](tel:0218340841) - Phone Conference ID: 326 278 230#

1.1.2.2 TWO COMPULSORY SITE VISITS (CDSIA and KPA)**Site Visits are Compulsory at Both Airports****a) Chief Dawid Stuurman International Airport (CDSIA) - in Gqeberha/PE**

The Compulsory Site Visit will take place on **25 May 2023 at 10h00** at CDSIA
(Information Desk -Terminal Building, Ground Floor)

b) King Phalo Airport (KPA) in East London

The Compulsory Site Visit will take place on **26 May 2023 at 10h00** at KPA
(Information Desk -Terminal Building, Ground Floor)

Requirements for Site Visit:

- Reflective Jacket
- Original ID/Passport (Driver's Licence will not be accepted)

Parking for Site Meetings:-

- CDSIA and KPA - Park in Open Public Parking to allow for parking tickets to be signed allowing for free parking for the site meeting.
Should Bidders park anywhere else, Parking cost will be for their account.
- Arrive earlier to allow for the temporary permits to be processed.

1.1.3 QUERIES, CLARIFICATION AND COMMUNICATION

Queries relating to the issue of these documents may be addressed to E-mail address:
tenders.scm1@airports.co.za

Closing date for Enquiries is **2 June 2023**.

1.1.4 TENDER CLOSING DATE AND TIME :

Tenders must be submitted **on or before 10h00 on 19 June 2023**.

Submit bids during admin working hours (8-4pm) Monday to Friday as there may not be anyone available to receive bids outside working hours.

1.1.5 SUBMISSION OF BID DOCUMENTS

The bidder must submit bids in Printed and Electronic formats.

Printed format (1 Original and 1 Copy) and **Electronic** format using a USB Flash Drive.

Bids must be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Tenderer's name and contact details, Tender Reference Number and Tender Description and delivered to the following address:

**King Phalo Airport in East London
(66 Settlers Way, Greenfields)
ACSA Admin Offices
1st Floor, Terminal Building**

Deposit Register must be completed upon bid submission.

1.1.6 LATE BIDS

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

Airports Company South Africa SOC Limited will not be liable for any late bids.

1.1.7 BID RESPONSES

Bid responses must be strictly prepared and returned in accordance with this bid document.

Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document.

Request for changes to the submitted proposals will not be allowed after the closing date of the bid.

All bid responses will be regarded as offers unless the bidder indicates otherwise.

No bidder or any of its consortium / joint venture members may have an interest in any of the other bidder / joint venture / consortium participating in this bid.

Bidders who submit bids that involve joint venture (JV) partnerships or sub-contractors / sub-consultants must ensure their submission aligns to the necessary SA tendering legislation (e.g CIDB for CIDB related tenders).

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

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

T1.2 Tender Data

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

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

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	The Tender Documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender Part T2: Returnable Documents T2 List of returnable documents T2 Returnable schedule Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Forms of Securities C1.4 Occupational Health and Safety Agreement C1.5 Insurance Schedule Part C2: Pricing Schedule C2.1 Pricing instructions C2.2 Price Lists Part C3: Service Information Part C4: Site information APPENDICES ATTACHED SEPARATELY. <i>Following appendix is included for information purposes. Successful bidder will be required to complete them.</i> Appendix: Safety, Environmental etc
C.1.4	The Employer's Agent is: Maliga Gounden Email address: tenders.scm1@airports.co.za All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department

C.1.5	C1.5 Cancellation and Re-Invitation of Tenders C1.5.1 An employer may, prior to the award of the tender, cancel a tender if- - due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. - funds are no longer available to cover the total envisaged expenditure - no acceptable tenders are received. - there is a material irregularity in the tender process. - Any other reason C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
C.2	TENDERER'S OBLIGATIONS
C.2.1	Eligibility Refer Mandatory Criteria as listed in C3.11
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.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	Acknowledge addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Clarification meeting A Non-Compulsory Briefing Session will be held on 24 May 2023 at 10am via MS Teams <u>Two(2) COMPULSORY SITE MEETINGS</u> will be held as follows: Both must be attended. 25 May 2023 (10am) - Chief Dawid Stuurman International Airport (CDSIA) in Gqeberha/PE AND 26 May 2023 (10am) - King Phalo Airport (KPA) in East London Refer details as stated in the Tender Notice and Invitation to Tender (T1.1).
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of 2 June 2023.
C.2.9	Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10.3	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. Bidders to also take note of the Pricing Instructions under Contracts information.
C.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative bids will not be considered.
C.2.13	Submitting a tender offer C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. C.2.13.3 Submit the parts of the tender offer communicated on paper as an original PLUS one (1) copy AND in electronic format (USB Flash Drive) with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.14	Information and data to be completed in all respects Accept that tender offers, 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 The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Submit tender to: King Phalo Airport in East London (66 Settlers Way, Greenfields) ACSA Admin Offices 1st Floor, Terminal Building Identification details: Bid Ref. No: RA7157/2023/RFP Title: Maintenance of Baggage Handling System at Chief Dawid Stuurman International Airport and King Phalo Airport for a period of three(3) years. Closing Date & Time: 19 June 2023 at 10h00

C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for twelve weeks (eighty-four (84) days) for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI). C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification by 7 June 2023.
C.3.2	Issue Addenda Addenda will be issued until three (3) working days before the tender closing time.
C.3.3	Return late tender offers Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	Opening of tender submissions There will be a public opening of the bids after closing date and time at King Phalo Airport – ACSA admin boardroom, 1st Floor Terminal Building. The Opening register will be shared with all bidders.
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 Bidder must comply with the following or will be disqualified. • Bidding/Tendering Entities must be based in South Africa. • Each entity/organisation must submit only one (1) tender • Pricing Schedules / BOQs must be completed and submitted in the manner prescribed in this bid. The detailed Evaluation Process will follow here-after to further determine if the qualifying bidders/tenderers is fully responsive.

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 Detailed Evaluation of bids will commence after bidders satisfy the Test for Responsiveness (per clause C.3.8) STAGE 1 EVALUATION: MANDATORY CRITERIA a) Tenderers who have a CIDB contractor grading of 3ME or higher may submit tender offers. b) Attendance to Compulsory Site Visit at (CDSIA) (in Gqeberha/PE) c) Attendance to Compulsory Site Visit at KPA (in East London) d) Completed SBD4 Bidders Disclosure Form. e) Completed Form of Offer and Acceptance (Part C1 - C1.1) STAGE 2 EVALUATION: FUNCTIONALITY CRITERIA Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Bidders who fail to achieve the Minimum Threshold Points Per Criteria <u>and</u> a Minimum Total of 68/100 points on the functional / technical stage will be disqualified and not be considered for further evaluation.

Description of quality criteria	WEIGH-TING	Sub criteria	MAXIMUM / TOTAL POINTS	MINIMUM THRESHOLD POINTS
		Quality Score		
Bidder's/Company/ Entity Experience	27	3 x Trade Reference Letters (9 points per letter)	27	21
Key Personnel: Qualification	36	Site Manager	15	10
		Technician	15	10
		Technician's Assistant	6	3
Key Personnel: Experience	37	Site Manager	15	10
		Technician	15	10
		Technician's Assistant	7	4
TOTAL FUNCTIONALITY POINTS			100	68
Bidders must score the minimum threshold points per criteria AND a minimum total of 68 out of 100 points for Functionality to be considered for further evaluation.				

FUNCTIONALITY EVALUATION CRITERIA BREAKDOWN FOLLOWS

FUNCTIONALITY EVALUATION CRITERIA:

#	Evaluation Criteria	Sub-Criteria	Points	TOTAL WEIGHTED POINTS	MINIMUM THRESHOLD POINTS
1	COMPANY / ENTITY EXPERIENCE			27	21
	The bidder must provide proof of Experience (trade reference letters) relevant to the scope of this bid document (Maintenance of baggage handling system OR conveyor system that includes conveyor belts, scada system, motors and variable speed drives and control panel). • Provide Trade Reference Letters • References must be on bidders Client's Letterhead and signed. If reference letter does not meet this, letter may not be considered. • Client Reference Letter to include: Description of works, Quality of Works and period of work (minimum 2 years experience required) • Referees may be contacted. • Complete table 4 below.				
1.1	Provide trade/client reference Letters.	Each Reference Letter will be evaluated as follows: • Description of works (3 points) • Quality (3 points) • Minimum two years experience (3) (5 points per letter) a) Letter 1 b) Letter 2 c) Letter 3 Reference letters that are not relevant to scope of works of this bid or has negative reference will score zero (0)	9 9 9 0		

#	Evaluation Criteria	Sub-Criteria	Points	Total Weighted Points	Minimum Threshold Points
2	KEY PERSONNEL: RELEVANT QUALIFICATION AND EXPERIENCE			73	47
2.1	RELEVANT QUALIFICATION All copies must be certified • Relevant Qualification is required by each of the following personnel. • Foreign Qualifications (non-South African) must be accompanied by a letter/certificate from the South African Qualifications Authority (SAQA). All qualifications must be SAQA accredited. • Proof of Relevant Qualification must be submitted. • Provide comprehensive CVs and supporting documentation with contactable referees. • Clearly state the resource's role assigned for this contract • Complete Table/s below			36	23
	Role	Qualification	Points		
	SITE MANAGER	• Technical Qualification (Electrical OR Mechanical OR OEM) qualification related to the scope of this contract) • Supervisory/management qualification • Qualification in Instrumentation	15 (total)		
		• Technical Qualification (Electrical OR Mechanical OR OEM) qualification related to the scope of this contract) • Supervisory/management qualification	10 (min)		
		• Neither of the above will score zero (0)	0		
	TECHNICIAN	• At least an N2 in mechanical/electrical engineering or OEM qualification/training/certificate • Relevant Trade Test for Electrical/Mechanical OR an OEM qualification / training/ certificate complimenting the above field • Qualification in Instrumentation and experience on PLC and SCADA systems	15		
		• At least an N2 in mechanical/electrical engineering or OEM qualification/training/certificate • Relevant Trade Test for Electrical/Mechanical OR an OEM qualification / training/ certificate complimenting the above field	10		
		• Neither of the above will score zero (0)	0		
	TECHNICIAN'S ASSISTANT	• Technical Higher Certificate or Technical qualification (Electrical/Mechanical engineering) or OEM qualification/training/ certificate • Safety Training	6		
		• Technical Higher Certificate or Technical qualification (Electrical/Mechanical engineering) or OEM qualification/training/ certificate	3		
		• Neither of the above will score zero (0)	0		

#	Evaluation Criteria	Sub-Criteria	Points	Total Weighted Points	Minimum Threshold Points
2.2	RELEVANT EXPERIENCE - Relevant Experience should be related to the assigned role. - Proof of relevant experience (Name of company, project, position, responsibilities and the start and end date) should be included in the resources/personnel's CV) - Provide comprehensive CVs and supporting documentation. - CVs should include details of the relevant required qualification, experience, technical skills and capacity of the following key personnel of the Maintenance Team in relation to the scope of works in this bid document. - CVs must be detailed to reflect the requirements of this bid. - Ensure that the correct supporting CVs are included together with corresponding information. - Complete Table/s below			37	24
	Role	Qualification	Points		
	SITE MANAGER	>5 years experience (post qualification) on Conveyor belts/ PLC /Scada system/ motors and variable speed drives/ control panel. PLUS Minimum 2 years supervisory experience	15 (total)		
		3-5 years experience (post qualification) on Conveyor belts, motors and variable speed drives. PLUS Minimum 2 years supervisory experience	10 (min)		
		Neither of the above	0 (zero)		
	TECHNICIAN	>5years experience (post qualification) on Conveyor belts/ PLC /Scada system/ motors and variable speed drives/ control panel.	15		
		3-5 years experience (post qualification) on Conveyor belts, motors and variable speed drives.	10		
		Neither of the above	0		
	1 x TECHNICIAN'S ASSISTANT	>1 years experience (post qualification)	7		
		1 year experience (post qualification)	4		
		Neither of the above	0		

Bidders must score the minimum threshold points per criteria AND a minimum total of 68 out of 100 points for Functionality to be considered for further evaluation.

STAGE 3 EVALUATION: OTHER ESSENTIAL DOCUMENTS**(Refer Part 2 – Returnable Documents and Schedules)**

Bidders to provide all Other Essential Documents/information as listed.

Failure to provide may result in disqualification.

Where ACSA elects to request for documents/information in this stage of the evaluation, failure by bidder to provide same in the stipulated time will result in disqualification.

Thereafter, only the qualifying bids will proceed to the next stage of evaluation

STAGE 4 PRICE AND PREFERENCE (80/20)

This stage of evaluation will be based on the PPPFA preference point system.

Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value equal to or below R50 million and 90/10 for bids with the rand value above R50 million.

For this tender Tenderers will be evaluated and adjudicated by the Employer using “The 80/20 preference point system” which awards points on the basis of:

(a) PRICE: 80

A maximum of 80 points is allocated for price based on the following formula:

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

Where:

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

(b) PREFERENCE: SPECIFIC GOALS

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

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

	Bidder must complete and sign PPPFA CLAIM FORM (SBD 6.1) and attach supporting B-BBEE information. General Note: In instances where any mandatory submission, in a form of Status or Certificates, expires after tender closing or during the evaluation process such tenderer may be requested to submit valid documentation within two (2) – five (5) working days (or as prescribed elsewhere) from the date of request, failing which, the tenderer will be deemed to be non-responsive
C.3.12	Insurance provided by the employer Refer to Contract Data
C.3.13	C.3.13 Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

T1.3 Standard Conditions of Tender - Annex C of CIDB SFU *(Prior to 2022/3 PPPFA regulations. Where there is conflict, 2022/3 PPPFA regulations will take precedence)*

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.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

the extended deadline.

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

address), to the tenderer concerned.

C.3.4 Opening of tender submissions

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

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

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only. *(CIDB to review in relation to new PPPFA Regulations)*

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. *(CIDB to review in relation to new PPPFA Regulations)*

Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

**AIRPORTS COMPANY SOUTH AFRICA
KING SHAKA INTERNATIONAL AIRPORT**
TENDER REF. No: RA7157/2023/RFP
MAINTENANCE OF BAGGAGE HANDLING SYSTEM AT CDSIA AND KPA FOR 3 YEARS

Part T2: Returnable Documents

T2 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

NOTE:

- Where an original document is not a strict requirement, a certified copy with an original commissioner's stamp must be supplied.
- Where the bidder joins forces with or subcontract to other entity / ies, the bidder must provide the returnable documents and schedules for the other parties. The table below guides tenderers on the required documents for all the respective parties. Failure to submit documents of the JV Partners and/or subcontractors may result to disqualification.

REF.	DESCRIPTION	REQUIRED DOCUMENTATION / INFORMATION	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
MANDATORY CRITERA					
T2.1	CIDB Grading	- The Bidder must have a valid CIDB Grading of 3ME or higher. Proof of same must be provided. - Form duly completed with CRS number etc			
T2.2.	Attendance to Compulsory Site Meeting at CDSIA (in GQEBERHA/PE) .	- Attendance register signed - Form duly completed and signed at site meeting			
	Attendance to Compulsory Site Meeting at KPA (in East London)	- Attendance register signed - Form duly completed and signed at site meeting			
T2.3	SBD4 Bidders Disclosure Form.	Form duly completed and signed			
C1.1	Form of Offer and Acceptance (Part C1 - C1.1)	Form duly completed and signed			
FUNCTIONALITY CRITERIA – Refer detailed functionality requirements – Tender Data C.3.11					
T2.4	T2.4.1 Company / Entity Experience	- Trade Reference Letters - Complete forms/schedules			
	T2.4.2 Key Personnel Qualification	- CVs - Proof of Qualifications & other supporting information - Complete forms/Schedules			
	T2.4.3 Key Personnel Experience	- CVs - Proof of Experience & other supporting information - Complete forms/schedules			
NB: Bidders who fail to score the Minimum Threshold Points Per Criteria AND Minimum Total Points for Functionality will be Disqualified.					

OTHER ESSENTIAL DOCUMENTS					
T2.5	Authority for Signatory	Form duly completed and signed Necessary supporting documents to be attached as required			
T2.6	Acceptance of the terms and conditions of this RFB	Form duly completed and signed by the authorised signatory as acceptance of the terms and conditions of this Bid in its entirety.			
T2.7	Schedule of Proposed Sub-Contracts	If applicable, Schedule must be completed			
T2.8	National Treasury Central Supplier Database (CSD) Registration	- Provide proof of registration - Bidder to provide Unique Number & PIN - The website for self-registration is www.csd.gov.za.			
T2.9	Tax Clearance Certificate Requirements NB: No tender will be awarded to any bidder Whose tax matters have not been declared to be in order by the South African Revenue Services.	- Provide current tax clearance certificate issued by the South Africa Revenue Service (SARS) in respect of: Income Tax, Skills Development Levy, Unemployment Insurance Fund, Value Added Tax (VAT) and Pay As You Earn (PAYE) - Bidders are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS. This authorisation must include the bidder's taxpayer's tax reference number and a PIN issued by SARS.			
T2.10	Valid Proof of Registration of entity AND ID Documents	- CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document - AND Identity documents of all Shareholders, Directors, Members, Trustees or Partners			
T2.11	Valid Letter of Good Standing in terms of COIDA Act	Copy of a letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).			
T2.12	Shareholders / Members / Partners Information	Provide Share Certificate / s OR Share breakdown			
T2.13	Record of Addenda to Tender Documents	Acknowledgement of receipt of addenda			
T2.14	Declaration of Correctness of Bid	Form duly completed and signed			
T2.15	Enterprise Questionnaire	Form duly completed and signed			
T2.16	a) Bank Letter	Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.			
	b) Letter of Solvency	Bidder to provide a Letter of Solvency			
T2.17	Plant and Equipment	Form duly completed and signed			
T2.18	Proposed Amendments and Qualifications	If applicable, Schedule must be completed			
T2.19	Insurance Commitment	Form duly completed and signed			
T2.20	Confidentiality & Non-Disclosure Agreement	Form duly completed and signed			
T2.21	Declaration of Interest Form and Politically Exposed Person	Form duly completed and signed			

PRICE AND PREFERENCE					
C2.2	Pricing Schedules / BOQs	Completed ALL Pricing Schedules			
T2.22.1	Preference Points (Specific Goals – C3.11)	a) Provide original or certified copy of Valid sworn Affidavit OR b) B-BBEE Certificate from a SANAS accredited rating agency (together with B-BBEE report) If bidder is a Joint Venture (JV) – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency must be provided (together with B-BBEE report) as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice. IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION THAT IS RELEVANT TO THE SPECIFIC GOALS in Tender Data C3.11. Bidder to provide proof to support Preference Point Claim.			
T2.22.2	SBD6.1 Preference Points Claim Forms	Form duly completed and signed.			

T2.1 CIDB GRADING

Provide information as described in Part T2 table – Returnable Documents and Schedules.

- PROVIDE PROOF OF CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADING HERE**

AND

- COMPLETE FORM BELOW**

	Entity Name	Certification/ proof Included √ / X	CIDB Grading	CRS NUMBER
1. Main Bidder / s :				
2. JV Partner / s :				
3. Sub-Contractor/s :				

T2.2 CERTIFICATE OF ATTENDANCE OF THE COMPULSORY SITE MEETING 1

MAINTENANCE OF BAGGAGE HANDLING SYSTEM AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (IN GQEBERHA/PE).

TENDER REF. No: RA7157/2023/RFP

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

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA Representative:

Name:

T2.2 CERTIFICATE OF ATTENDANCE OF THE COMPULSORY SITE MEETING 2**MAINTENANCE OF BAGGAGE HANDLING SYSTEM AT KING PHALO AIRPORT (IN EAST LONDON)****TENDER REF. No: RA7157/2023/RFP**

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

Signed		Date	
Name		Position	
Tenderer			

S
igned by ACSA Representative:

Name:

T2.3 BIDDER'S DISCLOSURE**SBD4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.4 FUNCTIONALITY RETURNABLES – ATTACH HERE

REFER TENDER DATA C.3.11 FOR DETAILED CRITERIA

**PROVIDE A DETAILED RESPONSE TO FUNCTIONALITY CRITERIA AFTER
CONSIDERING THE BID DOCUMENT IN ITS ENTIRETY.**

T2.4.1 COMPANY / ENTITY EXPERIENCE

(a) Provide Trade/Client Reference Letters

AND

(b) Complete schedule/table below

T2.4.1 b) Schedule of the Tenderer's Recent Experience (Bidder to complete below)

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	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			

T2.4.2 & T2.4.3 KEY PERSONNEL QUALIFICATIONS & EXPERIENCE

Minimum Key Personnel are:

- **Site Manager**
- **Technician**
- **Technician's Assistant**

Provide:

- a) Detailed CVs
- b) Proof of Qualifications
- c) Proof of Experience & other supporting information
- d) Complete following schedules/tables
- e) Complete the cover form below for each Key Personnel

KEY PERSONNEL (ROLES AND RESPONSIBILITIES)

- a. Provide Details of proposed team for this works including relevant experience and qualifications.
- b. The team must be appropriately qualified – As per requirements of this bid. Foreign Qualifications must be accompanied by a letter/certificate from the South African Qualifications Authority. All qualifications must be SAQA accredited.
- c. Attach CVs and certified copies of their relevant qualifications.
- d. Information below must correspond with the CV information provided for each personnel.

Position	Name	Provide CV and Other Supporting Document's	Area of Specialisation	Number of Years Relevant Experience	Qualification / Training / Trade Test Proof
Site Manager					
Technician					
Technician's Assistant					
OTHER (INDICATE)					

CV COVER FORM BELOW FOR EACH KEY PERSONNEL

SITE MANAGER	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
Key experience in relevant works <u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties: <u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties: <u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:	

Note:

- When completing the above schedule, Tenderer's must be cognisant of the requirements and evaluation criteria of this tender.
- 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 (or better) will need to be submitted for approval prior to taking up the position.

TECHNICIAN	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
Key experience in relevant works <u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties: <u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties: <u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:	

Note:

- When completing the above schedule, Tenderer's must be cognisant of the requirements and evaluation criteria of this tender.
- 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 (or better) will need to be submitted for approval prior to taking up the position.

TECHNICIAN's ASSISTANT	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
Key experience in relevant works <u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties: <u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties: <u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:	

Note:

- When completing the above schedule, Tenderer's must be cognisant of the requirements and evaluation criteria of this tender.
- 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 (or better) will need to be submitted for approval prior to taking up the position.

T 2.5 AUTHORITY FOR SIGNATORY

Signatories shall confirm their authority by attaching a duly signed and dated copy of the relevant resolution on Entity/Bidder Letterhead. Relevant documentation to be also attached (e.g JV agreement stipulating % share of each JV partner)

A. COMPANIES (If Applicable)

If a Tenderer/bidder is a company, an original or certified copy of the resolution by the Board of Directors / necessary authority, authorising the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS / NECESSARY AUTHORITY

An example is shown below:

“By resolution passed by the Board of Directors / necessary authority on :

Mr / Mrs / Ms :

whose signature appears below) has been duly authorised to sign all documents in connection with this Tender on behalf of

Name of Company :

In his / her capacity as :

Signed on behalf of the Company :

Signature :

Witness :

Date :

T2.5 AUTHORITY FOR SIGNATORY

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS) – If Applicable

I, the undersigned	:	
hereby confirm that I am the sole owner of the business trading as:		
Name of Company	:	
Signature	:	
Witness	:	
Date	:	

T2.5 **AUTHORITY FOR SIGNATORY**

C. **PARTNERSHIP (If Applicable)**

The following particulars in respect of the partner / s must be furnished:

Full Name Of Partner	Residential Address	Signature

An example is shown below:

We, the partners in the business trading as :

hereby authorise :

to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and / or contract on behalf of

Signature :

Date :

Signature :

Date :

Signature :

Date :

T2.5 **AUTHORITY FOR SIGNATORY**

D. CLOSE CORPORATION (If Applicable)

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

An example is shown below:

"By resolution of members at a meeting held on	:	
Mr / Mrs / Ms	:	
whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Close Corporation.		
Name of Close Corporation	:	
In his / her capacity as	:	
Signed on behalf of Company	:	
Signature	:	
Witness	:	
Date	:	

T2.5 AUTHORITY FOR SIGNATORY**E. CO-OPERATIVE (If Applicable)**

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authorising a member or other official of the co-operative to sign the Tender documents on their behalf.

An example is shown below

By resolution of members at a meeting held on

:

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Co-Operative.

Name of Co-Operative

:

In his / her capacity as

:

Signed on behalf of the Co-Operative

:

Signature

:

Witness

:

Date

:

T2.5 AUTHORITY FOR SIGNATORY

F. JOINT VENTURES (If Applicable)

If a Tenderer is a joint venture, a certified copy of the resolution / agreement passed / reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority for signatories 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.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			

T2.5 AUTHORITY FOR SIGNATORY

G. CONSORTIUM (If applicable)

If a Tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Consortium:

An example is shown below:

By resolution of Consortium partners at a meeting held on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Consortium

Name of Consortium :

In his / her capacity as :

Signed on behalf of the Consortium :

Signature :

Witness :

Date :

T2.6 ACCEPTANCE OF TERMS AND CONDITIONS OF THE BID DOCUMENT

By signing the *Acceptance of Terms and Conditions of the Bid/Tender Document* the Bidder/Tenderer as identified below, has read, understands and accepts the following:

- The content of the bid document in its entirety (inclusive of it's annexures, appendices & addenda)

Bidding Entity Name

:

Authorised Signatory Name

:

Position

:

Signature

:

Date

:

T2.7 SCHEDULE OF PROPOSED SUB-CONTRACTORS (Complete if applicable)

Bidders are requested to provide a schedule of proposed key sub-contractors intended to be used on the project.
The schedule should be structured under the following headings:

No	Sub-Contractor	Trade to be Subcontracted	% of Works or Services to be Subcontracted	Rand Amount of Works/Service to be Subcontracted	B-BBEE Level	CIDB Grade (where applicable)	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	20%	R280,000	Level 1	4GB	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abcccontractors.co.za
1.								
2.								
3.								
4.								

T2.8 NATIONAL TREASURY CSD REGISTRATION

a) PROVIDE PROOF OF CSD INFO/REPORT Here and

b) Complete Table below

Provide the relevant information of registration on the National Treasury (NT) Central Supplier Database for the Main Bidder / s, JV Partner / s and or Sub-Contractors

		NT CSD Reference Number	NT CSD Pin Number
1.	Main Bidder / s	:	
2.	JV Partner / s	:	
3.	Sub-Contractor/s	:	

T2.9 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel: \Mdk416-SBD2 tax clearance

Note: Please ensure the updated SARS requirements are satisfied.

Provide the relevant SARS information of the Main Bidder / s, JV Partner /s and or Sub-Contractors

		Certification Included ✓ / X	SARS Reference Number	SARS Pin Number
1 Main Bidder / s	:			
2 JV Partner / s	:			
3 Sub-Contractor / s	:			

T2.10 VALID PROOF OF REGISTRATION OF ENTITY AND IDENTITY DOCUMENTS

Provide information as described in Part T2 table – Returnable Documents and Schedules.

T2.11 VALID LETTER OF GOOD STANDING IN TERMS OF THE COID ACT

Provide information as described in Part T2 table – Returnable Documents and Schedules.

T2.12 SHAREHOLDERS / MEMBERS / PARTNERS INFORMATION

Provide information as described in Part T2 table – Returnable Documents and Schedules.

T2.13 RECORD OF ADDENDA TO TENDER DOCUMENTS

Bidder must complete the table below in the event that clarification, additional information or revised bid document of part thereof was issued to bidders after the tender issue date.

We confirm that the following communications received from the Airports Company South Africa – SCM Representative before the submission of this tender offer, have been taken into account in this tender response/offer:

#	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Bidder Name

:

Name of Authorised Signatory

:

Position

:

Signature

:

Date

:

T2.14 DECLARATION OF CORRECTNESS OF BID**Bidder Name**

:

Authorised Signatory Name

:

Position

:

Signature

:

Date

:

Hereby declare that the information furnished in the bid is entirely true and correct; and the bid is submitted on condition that the Bidder; its facilities, etc., shall at any stage be subject to inspection.

T2.15 ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished.

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Following sections – Refer Part T2 Returnable Documents

Section 7: SBD4 issued by National Treasury must be completed for each tender

Section 8: SBD6 issued by National Treasury must be completed for each tender

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

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

Signed _____ Date _____

Name _____ Position _____

*Enterprise
name* _____

T2.16a BANK LETTER

T2.16b LETTER OF SOLVENCY

**Provide information as described in Part T2 table – Returnable Documents
and Schedules.**

PROVIDE HERE

T2.17 PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

T2.18 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 or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

T2.19 INSURANCE COMMITMENTBidder Acknowledgement

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

Bidder / Entity Name

:

Name*Duly Authorised Person to Sign*

:

Position

:

Signature

:

Date

:

T2.20 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Riverwoods Office Park

24 Johnson Road

Bedforview

Johannesburg

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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

- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/

- customer data and profiles, ideas, computer programmes, drawings and any other information of a 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 **Error! Reference source not found.** 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 domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
 - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
 - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. GENERAL

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ **on** _____ **day of** _____ **2022**

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

Name: _____

Designation: _____

AS WITNESSES

1. _____
2. _____

SIGNED at _____ on _____ day of _____ 2022

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

T2.21.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM**Making a Declaration**

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

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

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

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

5.1.1 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding
entity

VAT Registration number of the bidding
entity

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

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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

Signature

Date

Position

Name of bidder

T2.22.1 PREFERENCE POINTS FOR SPECIFIC GOALS

Provide information as described in Part T2 table – Returnable Documents and Schedules.

ATTACH HERE

- Provide original or certified copy of Valid sworn B-BBEE Affidavit OR
- SANAS Accredited B-BBEE Certificate **(and the B-BBEE Report)**
- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided **(and B-BBEE Report)**

as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;

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

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

T2.22.2 PPPFA CLAIM FORM**SBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022.**

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

	POINTS
PRICE	80
SPECIFIC GOALS / PREFERENCE	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	20	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

PRICING INSTRUCTIONS

The Bidder must take the following Pricing Instructions into consideration:

- 1 The Pricing Schedules /Bill of Quantities form part of and must be read in conjunction with the entire bid document.
- 2 Prices must be quoted in South African Currency (Rands).
- 3 Prices must be fixed and firm.
- 4 **Working Hours for this tender is 07h00 - 17h00**
- 5 Bidders must price in accordance with the pricing schedules hereafter to enable ACSA to compare priced offers.
- 6 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 7 Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 8 Bidder's offers that contain correctional fluid will be disqualified.
- 9 Corrections must be countersigned.
- 10 All Provisional Sums, Estimated Quantities and Contingency will be reimbursed against proven costs upon approval by ACSA representative. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount.
- 11 Should there be any queries regarding the pricing schedule/s, same must be sent in writing via e-mail by the Query Closure Date.
- 12 Permit costs:
 - Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
 - No mark-up to be levied on Permit costs.
 - All employees will be checked for criminal records.
 - Cost for lost permits and new employees will not be reimbursed by ACSA.
 - Foreign Nationals will need to provide a valid working permit.
- 13 No cost/mark-up to be levied on items provided by ACSA (e.g.Electricity etc.)
- 14 3rd Party Procured Items/Services:
 - VAT shall not form part of mark-up calculations.
 - All Discounts to be deducted prior to mark-up.
 - Price to include delivery to site.
- 15 The Bid offer must be inclusive of VAT.
- 16 The VAT portion must be indicated separately.

THE CONTRACT

**MAINTENANCE OF BAGGAGE HANDLING SYSTEM AT CHIEF DAWID STUURMAN INTERNATIONAL
AIRPORT AND KING PHALO AIRPORT FOR A PERIOD OF THREE(3) YEARS**

TENDER NO.: RA7157/2023/RFP

CONTRACT

VOLUME 2

**MAINTENANCE OF BAGGAGE HANDLING SYSTEM AT CHIEF DAWID STUURMAN INTERNATIONAL
AIRPORT AND KING PHALO AIRPORT FOR A PERIOD OF THREE(3) YEARS**

A contract between **Airports Company South Africa SOC Limited**
Reg. No 1993/004149/30 VAT no 4930138393

and
.....

Contract Number _____

Contents

The Contract

Part C1: Agreement and Contract Data

Form of Offer and Acceptance

Contract Data

Insurance Schedule

Part C2: Pricing data

Pricing Instructions

Price List (including the Activity Schedule)

Part C3: Service information

Service Information

Part C4: Site information

Site Information

1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the **MAINTENANCE OF BAGGAGE HANDLING SYSTEM AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT FOR A PERIOD OF THREE(3) YEARS.**

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

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

The offered total of the Prices exclusive of VAT is **R**

Value Added Tax @ 15% is **R**

The total offered amount due inclusive of VAT is **R**

(in words)

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

for the Contractor

Signature Date

Name Capacity

(Name and
address of
organisation)
.....

Name and
signature
of witness Signature

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

Acceptance

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

The terms of the contract, are contained in:

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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.

for the Employer

Signature Date

Name Capacity

Name and address of organisation

Airports Company South Africa SOC Limited,
Western Precinct
Aviation Park
O R Tambo International Airport
1 Jones Road
Kempton Park
Gauteng
1632

Name of witness Signature

Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

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

	<u>For the Employer</u>	<u>For the Bidder</u>
Signature (s)		
Name (s)		
Capacity		
Name and Address	Airports Company South Africa SOC Limited, Western Precinct Aviation Park O R Tambo International Airport 1 Jones Road Kempton Park Gauteng 1632	
	(Insert name and address of organization)	(Insert name and address of organization)
Name & Signature of witness		
Date		

C1.2 Contract Data**Precedence in interpretation of the contract:**

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

General Conditions of Contract

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

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

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

C1.2a - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	Western Precinct Aviation Park O R Tambo International Airport 1 Jones Road Kempton Park Gauteng 1632
	Tel No.	+27 11 723 1400
10.1	The <i>Service Manager</i> (Site 1) is:	Mandla Hadebe
	Address	Chief Dawid Stuurman International Airport Administrator Office, Aeropark Office Complex Block A, 1 st floor Allister Miller Drive Eastern Cape 6065
	Tel No.	+27 41 507 7314
	e-mail	mandla.hadebe@airports.co.za
10.1	The <i>Service Manager</i> (Site 2) is:	Samkelo Luyenge
	Address	King Phalo Airport 66 Settlers Way, East London, 5201
	Tel No.	+27 43 706 0358
	e-mail	Sam.luyenge@airports.co.za

11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>
11.2(2)	The <i>Affected Property</i> is	Regional Airports (Coastal) – Port Elizabeth International Airport, East London Airport and George Airport
11.2(13)	The service is	The maintenance of baggage handling system, as more fully set out in section C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The <i>Service Information</i> is in	the section titled <i>Service Information</i> included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	5 calendar days from Contract Date
2	The Contractor's main responsibilities	detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Upon Blanket Purchase Agreement Approval
30.2	The <i>Service Period</i> is	36 months from the <i>starting date</i> , or when the 36-months contract value has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	on the 15 th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.

6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> ("the Insurance Schedule").
83.1	The <i>Contractor</i> provides these additional insurances	The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i> .
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.
9	Termination	there is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with price list	refer to section C2.1 and C2.2.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below

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

W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa.
	The person or organization who will choose an arbitrator	The Arbitrator 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.
Option A	The Contractor prepares forecasts of the final total of the Prices for the whole of the <i>Services</i> at intervals no longer than 4 weeks.	
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
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:	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; infringement of an intellectual property right
X19	Task Order	Task Order shall be issued in line with the Employers Supply Chain Management Policies and governing regulations.

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

Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service 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.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
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	
Z7	Limitation of liability:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liabilities
Z9.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> 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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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 <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	Employer's Step-in rights
Z12.1	If the <i>Contractor</i> 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 <i>Service Manager</i> , the <i>Employer</i> , 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 <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Service Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , 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, trade mark, 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 <i>works</i> .

- 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.

Z15 Dispute resolution:

Z15.1 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

Z15.2 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

Z16	Notification of a compensation event
Z16.1	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”
Z17	BBBEE and Tax Clearance Certificates
Z17.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate and a Tax Clearance 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.
Z18	Communication
Z18.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
Z18.2	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z19	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z19.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No	
	Email Address:	
	Represented by:	
	Title:	
	Address:	
	Telephone:	
	Email Address:	
	The <i>direct fee percentage</i> is:	%
	The <i>subcontracted fee percentage</i> is:	%
11.2	The <i>working areas</i> are	refer to C3 'Service Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to resource proposal
1.	Name:	
	Responsibility:	Site Manager
	Qualifications:	
	Experience:	
2.	Name:	
	Responsibility:	Technician
	Qualifications:	
	Experience:	
3	Name:	
	Responsibility:	Technician's Assistance
	Qualifications:	
	Experience:	
4	Name:	
	Responsibility:	
	Qualifications:	
	Experience:	

11.2	The following matters will be included in the Risk Register	
	The plan identified in the Contract Data is	In Section C3, the Service Information
Option A	The <i>price list</i> is	In Section C2.2 of the Pricing Data of this contract
Option A	The tendered total of the Prices is	R (excluding VAT)
	(in words)	
		 (excluding VAT)

C1.4 Insurance Schedule***Summary of Terms and other Matters Applicable to Employer Provided Insurance*****Part 1:****1. Insurance requirements for contracts with a value below R 50 million 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 R 50 million 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 damages 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.

Part 2:**ACSA Maintenance Contracts Insurance Clause.
Insurance Affected by the Employer.**

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

- (a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R **100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

- (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances' nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

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

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

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Sub-Contractors

The Contractor shall:

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

INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to: *From:

Aon South Africa (Pty) Ltd - Construction & Engineering
Attention: Priscilla Hart
1 Sandton Drive
Sandhurst, Sandton
2196
Tel No: +27 (11) 944 7974
E- mail: priscilla.hart@aon.co.za

*Please provide name of contracting company, site address, telephone, fax numbers and e-mail.

DATE OF LOSS:

REPORTED TO SITE AGENT BY: DATE

REPORTED TO AON SOUTH AFRICA BY: DATE

Locality of Incident:

How did the loss /damage/injury/death occur (cause)?

Details and nature of loss /damage/injury/death:

Names and address of witnesses:

Estimated cost of repairs, if applicable (Separate records of all costs must be kept):

Who or what appears to be responsible for the loss /damage/injury/death:

Person whom assessor should contact:

Telephone, fax number and e-mail:

SIGNED BY: SIGNATURE:
.....

COMPANY: DATE:
.....

C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.

C2.2 Price List**PRICE ACCORDING TO THE PRICING INSTRUCTIONS REFLECTED ON PAGE 87.****PRICING SCHEDULE 1 - PREVENTATIVE MAINTENANCE (Refer Annexes)****All work to be done during working hours (07h00 – 17h00).**

Item no.	Activity Description	Frequency	Quantity (per annum) A	Amount per month for both airports B	Total per year Excluding VAT AxB
1	Contract Management and administration (including required reporting such as monthly reports, spares inventory management reports, office overheads etc.).	Monthly	12	R	R
2	Insurance (All ACSA required insurance)	Monthly	12	R	R
3	Airport personnel access permits, airport vehicle access permits and parking fees – Provisional Sum	Once-off	1	R 6 000.00	R 6 000.00
4	*Tools, equipment and consumables	Monthly	12	R	R
5	All required travelling	Monthly	12	R	R
6	All required labour for preventative maintenance and inspection for CDSIA (in Gqeberha/PE)	Monthly	12	R	R
7	All required labour for preventative maintenance and inspection for KPA NB: KPA (in EAST LONDON) DOES NOT HAVE SCADA AND CONTROL SYSTEM	Monthly	12	R	R
Sub-Total A					R

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.). Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

PRICING SCHEDULE 2: AFTER HOURS CALL-OUT (17h01 – 06h59)

Callouts rate must include all required travelling and the **first hour on site**.
Call out fee shall not be applicable when contractors are on site.

After Hours (17h01 – 06h59) rate shall be applicable for callouts outside normal working hours (07H00-17H00).

Description	Rate	Estimated Qty/year	Total/ year Excluding VAT
<u>CDSIA (in Gqeberha/PE)</u>			
Call-out fee: Includes first hour on site and travelling cost	R	30	R
Technician after hours (after hours rate)	R	8hrs	R
Technician assistant (after hours rate)	R	4hrs	R
<u>KPA (in East London)</u>			
Call-out fee: Includes first hour on site and travelling cost	R	12	R
Technician after hours (after hours rate)	R	6hrs	R
Technician assistant (after hours rate)	R	3hrs	R
Sub-Total B			R

PRICING SCHEDULE 3: REPAIRS AND SPARES PROVISIONAL SUM

Description	Provision/year	Tenderer's Mark up	Total Including Mark-Up
Repairs and spares provisional sum (R 0.00 – R 9, 999.99)	R 45 038.00	%	R
Repairs and spares provisional sum (R 10, 000.00 – R 49, 999.99)	R 80 000.00	%	R
Repairs and spares provisional sum (R 50, 000.00 – R 99, 999.99)	R 150 000.00	%	R
Greater than R 100, 000.00	R 200 000.00	%	R
Sub-Total C			R

SUMMARY PRICING SCHEDULE FOR YEAR 1**Baggage Handling System – 1 year (twelve-months)**

Description	Total (excluding VAT)
Sub-Total A: Preventative Maintenance	R
Sub-Total B: Call-Out	R
Sub-Total C: Repairs and Spares provision	R
TOTAL FOR YEAR 1 EXCLUDING VAT (Carry over to 3-year Pricing Schedule)	R

PRICING SCHEDULE FOR 3 YEAR CONTRACT TERM

Expenditure over 3-year contract including estimated 7% CPI yearly price adjustments.

*Contract values will be increased/decreased according to the current indices stipulated in Statistic SA – Consumer Price Indices- all income groups.

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 expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Pricing Schedules as provided above.

Description	Total A	Estimated 7% CPI B	Total (excluding VAT) A+(AxB)
YEAR 1	R	N/A	R
YEAR 2 (Year 1 plus CPI escalation*)	Year 1 Total R	R	R
YEAR 3 (Year 2 plus CPI escalation*)	Year 2 Total R	R	R
TOTAL Excluding VAT			R
VAT (15%)			R
GRAND TOTAL Including VAT and CPI <i>(This amount to be carried over to Form of Offer and Acceptance – C1.1)</i>			R

Contractor to provide the following information :

Mark-up (third party procured items/services)

Cost ^b	Contractor's Mark-up
R 0.00 – R 9, 999.99	%
R 10, 000.00 – R 49, 999.99	%
R 50, 000.00 – R 99, 999.99	%
Greater than R 100, 000.00	%

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. The third party's quote/invoice shall be presented when submitting quotes for approval.

Labour rates and Mark-up

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

Labour

Item	Description	Normal hours (R/hour)	After hours (R/hour)	After hours Sunday/public holiday (R/hour)
1	Site Manager	R	R	R
2	Technician	R	R	R
3	Technician's Assistance	R	R	R
4	Field Engineer	R	R	R
5	OEM Specialist	R	R	R

^aAll rates to exclude vat. Subject to agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

C3 Service information**MAINTENANCE OF BAGGAGE HANDLING SYSTEMS AT CDSIA AND KPA****Interpretation and terminology**

The following abbreviations are used in this Service Information:

Abbreviation / Wording	Meaning / Interpretation
ACSA	Airports Company South Africa
CDSIA	Chief Dawid Stuurman International Airport
KPA	King Phalo Airport
BHS	Baggage Handling System
SCADA	Supervisory Control and Data Acquisition
PLC	Programmable Logic Controller

The objective is to maintain the serviceability of the baggage handling system at CDSIA (Gqeberha/PE) and KPA (East London) Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The scope entails maintenance of baggage handling system at CDSIA and KPA.

In brief, maintenance involves servicing, repairs, replacement and system performance test. The general mechanical equipment comprises of:

- Baggage Conveyor Belts including control system;
- 100% BHS including SCADA and Control System (Port Elizabeth International Airport only)
- Baggage Scales;
- Roller Beds; and
- Carousel including control system

FLOW OF BHS SYSTEM

The departing passenger bag get dropped off at the check inn counters via hold baggage screening and get to the aircraft. The arrival passenger bag gets dropped off from the airside on the carousel.

Servicing - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specifications and ACSA's planned maintenance activities routes.

Repairs – responding to breakdowns, call-outs and restoring the equipment to a safe working condition.

Replacement – changing of faulty components or obsolete components with an upgraded part or modification.

System Performance Test – Testing the system's performance as per the original equipment manufacture's (OEM) specifications including interface with other systems, etc.

Baggage Conveyor Belts and 100%HBS

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) of the baggage conveyor belts; comprising of but not limited to: steel base, conveyor belt, idler rollers, control system, motor, SCADA system, variable frequency drives, etc.

SCADA & CONTROL SYSTEM – Applies to CDSIA only (in PE)

The SCADA system is a LOGAN designed system with a Siemens PLC. It has a panel with human-machine interface (HMI).

This is used to reset the faults and control the operation of the entire baggage system.

Baggage Scales

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for the baggage scales comprising of but not limited to: load cell, monitor/screen, etc.

Roller Beds

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for the roller beds; comprising of but not limited to: steel structure, rollers, etc.

Carousel including Control System

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for carousel comprising of but not limited to: steel structure/base, motor, gearbox assembly, control system, roller shutter doors/sliding gates etc.

NB: Carousal Control System:

The ACSA electrician conduct weekly check and the Contractor shall conduct monthly preventative maintenance.

Extent of the works

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

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

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule

always – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

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

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

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

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

All spares will be charged according to the Activity/Pricing Schedule. The Contractor shall ensure that replacement parts are effectively managed and disposed-off in a safe manner.

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

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

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

Location of the works

The Works are located at CDSIA and KPA at various locations. Refer to Annex A (schedule of equipment)

PROCUREMENT**Preferential procurement procedures****Requirements**

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

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

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

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

Subcontracting

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

MANAGEMENT**Management of the works****Particular / generic specifications**

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

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

Planning and programming

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

Normal airport operational hours shall be:

CDSIA (Port Elizabeth) : Mon-Fri and Sun 06H00 – 22H00; Sat 07H00 – 19H00

KPA (East London): Mon-Thu 06H00 – 20H30; Fri 06H00 – 20H30 Sat 08H00 – 18H00; Sun 08H00 – 20H30

Normal working Hours for this contract shall be 07H00-17H00

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

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

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

Methods and procedures

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

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

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

Management meetings

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

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Site Manager on contract commencement.

Electronic payments

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

Daily records

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

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. maintenance plan for the next month
4. Asset register up to date including equipment data
5. Outstanding maintenance issues

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

Permits

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

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

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

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

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

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

Proof of compliance with the law

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

Insurance provided by the employer

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Suggested Maintenance Programme	Annex B
Service Level Agreement	Annex C
Resource proposal	Annex D
Schedule of Tools and Special Equipment	Annex E
OHS Act Appointment by Contractor	Annex F
Environmental Terms and Conditions	Annex G
Protection of Personal Information Act (POPIA)	Annex H

ANNEX A

SCHEDULE OF EQUIPMENT**CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA) IN GQEBERHA****100% BHS OEM – LOGAN Teleflex****CONVEYOR BELTS (CDSIA)**

Item	Number	Length (m)	Motor		Drive		Location
			Manufacturer	Capacity (kW)	Manufacturer	Capacity (kW)	
1		Only width of 1025mm & inner radius of 978mm	BONFIGLIOLI	1,1	BONFIGLIOLI	1,1	Basement: Check-in counters down belt
2	L3-01 PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
3	L3- 02 PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
4	L3 - 04 PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
5	L3-05 PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
6	L3-07 PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
7	DEP 1 - 18 -PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
8	DEP1-19-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
9	DEP1-12-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
10	DEP1-10-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement

11	DEP1-06-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
12	DEP1-13-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
13	DEP1-12-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
14	DEP1-9-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
15	DEP1-8-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
16	DEP1-8-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
17	DEP1-7-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
18	DEP1-5-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
19	DEP1-15-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
20	DEP1-4-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	2,2	SEW EURO DRIVE	0,75	Basement
21	DEP1-16-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	1,5	SEW EURO DRIVE	0,75	Basement
22	DEP1-19-PC2	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
23	DEP1-20-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement
24	DEP1-19-PC1	Only width of 1025mm & inner radius of 978mm	SEW EURO DRIVE	0,75	SEW EURO DRIVE	0,75	Basement

CAROUSEL(CDSIA)

Item	Number	Motor		Drive		Location
		Manufacturer	Capacity (kW)	Manufacturer	Capacity (kW)	
1	Carousel 1	FEMCO	0,75	FEMCO	0.75 Si	Basement
		MOTORLINE	1,1	MOTORLINE	1,1	Arrivals hall
2	Carousel 2	BAUER	2,2	BAUER	2,2	
3	Carousel 3	MOTORLINE	1,1	MOTORLINE	1,1	

SCALES (CDSIA)

Item	Number	Manufacturer	Model/Type	Load Capacity (kg)	Location
1	1	SCALESMASTER	MI200IA	150	Check-in counters
2	2	SCALESMASTER	MI200IA	150	Check-in counters
3	3	SCALESMASTER	MI200IA	150	Check-in counters
4	4	SCALESMASTER	MI200IA	150	Check-in counters
5	5	SCALESMASTER	MI200IA	150	Check-in counters
6	6	SCALESMASTER	MI200IA	150	Check-in counters
7	7	SCALESMASTER	MI200IA	150	Check-in counters
8	8	SCALESMASTER	MI200IA	150	Check-in counters
9	9	SCALESMASTER	MI200IA	150	Check-in counters
10	10	SCALESMASTER	MI200IA	150	Check-in counters
11	11	SCALESMASTER	MI200IA	150	Check-in counters
12	12	SCALESMASTER	MI200IA	150	Check-in counters
13	13	SCALESMASTER	MI200IA	150	Check-in counters
14	14	SCALESMASTER	MI200IA	150	Check-in counters
15	15	SCALESMASTER	MI200IA	150	Check-in counters
16	16	SCALESMASTER	MI200IA	150	Check-in counters
17	17	SCALESMASTER	MI200IA	150	Check-in counters
18	18	SCALESMASTER	MI200IA	150	Check-in counters
19	19	SCALESMASTER	MI200IA	150	Check-in counters
20	20	SCALESMASTER	MI200IA	150	Check-in counters
21	21	SCALESMASTER	MI200IA	150	Check-in counters
22	22	SCALESMASTER	MI200IA	150	Check-in counters

KING PHALO AIRPORT IN EAST LONDON**CONVEYOR BELTS (KPA)**

Item	Tag_Number	Motor		Location
		Manufacturer	Capacity (kW)	
1	ME05776			
2	ME05779	CHALLENGE		
3	ME05781	CHALLENGE	1,5	HBS
4	ME05780	BAUER	1,5	T.B Outside
5	ME05850	BONFIGLIOLI	1,5	HBS

SCALES (KPA)

The airport is in the process of upgrading the existing scales. The appointed contractor must take note that the below mentioned list may change, however, the quantity shall remain the same.

Item	S_Number	Manufacturer	Model/Type	Load Capacity (kg)	Location
1	140702426	Micro	A12E	150 KG	Check-In Counter 1
2	131111090	Micro	A12E	150 KG	Check-In Counter 2
3	120316026	Micro	A12E	150 KG	Check-In Counter 3
4	120110281	Micro	A12E	150 KG	Check-In Counter 4
5	120222427	Micro	A12E	150 KG	Check-In Counter 5
6	120222486	Micro	A12E	150 KG	Check-In Counter 6
7	80116	Masskot	MI2001	150 KG	Check-In Counter 7
8	120316035	Micro	A12E	150 KG	Check-In Counter 8
9	80112	Masskot	MI2001	150 KG	Check-In Counter 9
10	1301090131	Micro	A12E	150 KG	Check-In Counter 10
11	1106070	Micro	A12E	150 KG	Check-In Counter 11
12	80121	Masskot	MI2001	150 KG	Check-In Counter 12
13	1303090880	Micro	A12E	150 KG	Check-In Counter 13
14	80125	Masskot	MI2001	150 KG	Check-In Counter 14
15	80128	Masskot	MI2001	150 KG	Check-In Counter 15

CAROUSEL (KPA)

Item	Number	Drive		Location
		Manufacturer	Capacity (kW)	
1	Carousel 1	Caterpillar Drive	1.5kW (380 volt 3 phase electrical geared motor, sprocket and chain drive with Torque limiting device)	Terminal Building
2	Carousel 2	Caterpillar Drive	1.5kW (380 volt 3 phase electrical geared motor, sprocket and chain drive with Torque limiting device)	Terminal Building

ANNEX B**SUGGESTED PREVENTATIVE MAINTENANCE PROGRAMME FOR BOTH AIRPORTS**

The Contractor shall include a suggested maintenance programme that must attempt to cover all requirements under this contract.

Contractor is to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations.

As a minimum and where applicable, the Contractor must perform the following:

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance to the OEM requirements.

MAINTENANCE SCHEDULE FOR BAGGAGE HANDLING SYSTEM

CONVEYOR BELT	
Item	Monthly Maintenance Tasks
1	Clean sidewalls and drives from dust and stickers. Remove papers from conveyor under guarding
2	Check belt damage
3	Check belt tension
4	Check belt tracking
5	Check belt wear
6	Check drive bearings
7	Check Drive Oil level
8	Check that drive safety covers present
9	Check Frame Side guarding
10	Check General Conveyor dirt
11	Check General Photocells and reflector dirt
12	Check General Safety covers present
13	Clean conveyor areas
Six-Monthly Maintenance Tasks	
Item	Description
1	Check belt damage
2	Check/adjust belt tension
3	Check/adjust belt tracking
4	Check/replace belt wear
5	Check/replace belt welding
6	Check/replace drive bearings
7	Check/clean drive bearings
8	Check/replace drive pulley
9	Check Drive Leakage motor reducer
10	Check/clean Drive motor reducer dirt
11	Check/adjust Drive Oil level
12	Drive Replace motor oil according to oil specifications or after 10000 operation hours (max 3 years)

13	Check that drive safety covers present
14	Check Drive Sound motor reducer
15	Check Drive Temperature motor reducer
16	Check/replace Drive Timing belt pulleys alignment wear and damages
17	Check/replace End Take-up Bearings
18	Check/clean End Take-up Conveyor dirt
19	Check End Take-up wear
20	Check/adjust Frame Alignment sections
21	Check/replace Frame Bearings return assembly
22	Check/clean Frame Cover dirt return rollers
23	Check/repair Frame for damage
24	Check/clean Frame for Return rollers dirt
25	Check Frame Side guarding
26	Check/clean General Conveyor dirt
27	Check/replace General Damaged cables
28	Check/repair General Function emergency stops
29	Check/replace General Function photocells
30	Check/repair General Function PPI
31	Check/clean General Photocells and reflector dirt
32	Check/Clean General PPI wheel dirt
33	Check General Reachability emergency stops
34	Check General Safety covers present

CAROUSEL

Item	Monthly Maintenance Tasks
1	Inspect belt alignment and tracking, correct if necessary
2	Check belt tension and inspect for damage, correct if necessary
3	Check functionality of chain in tension unit
4	Check if cabling is free from moving parts
5	Check motor reducer for leakage and noise
6	Check/adjust motor reducer connection to pulley shaft
7	Check/replace bearing for wear
8	Check and clean ventilation plug
9	Check and change oil, as per manufacture specifications
10	Clean stainless-steel panels
11	Check for signs of rust
12	Check for any debris (including stickers) on the carousel conveyor and structures and remove/ clean where required
13	Check the functionality of the intercom system and report to ACSA information desk

SCALES	
Item	Activity Description
1	Monthly: Check condition of the scale and functionality. Correct where required
2	Monthly Inspect the scale for cleanliness, clean were required and remove any debris (including stickers) in the scale.
3	Annual: check the validity of the calibration test and Conduct the statutory calibration on the scale when required.

ANNEX C**SERVICE LEVEL AGREEMENT (SLA)****Operational hours**

Normal airport operational hours shall be as detailed below for the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Airport Operational hours are as follows:

CDSIA (Port Elizabeth) : Mon-Fri and Sun 06H00 – 22H00; Sat 07H00 – 19H00

KPA (East London): Mon-Thu 06H00 – 20H30; Fri 06H00 – 20H30 Sat 08H00 – 18H00; Sun 08H00 – 20H30

NORMAL WORKING HOURS FOR THIS TENDER FOR BOTH AIRPORTS SHALL BE 07H00 – 17H00**Minimum Staffing Schedule**

The Contractor must maintain the following **minimum** staff available when required and should price accordingly:

Skill	Quantity	Frequency
Site Manager	1	When required
Technician/Artisan	1	Planned and Unplanned Maintenance
Technician's Assistant	1	Planned and Unplanned Maintenance

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

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

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience related to the scope of work. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to baggage conveyor, scales, roller beds, carousel, etc.

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the baggage conveyor, scales, roller beds, carousel, etc.

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- ☐ **Full Names**
- ☐ **CVs and Proof of qualifications and work experience on maintaining similar equipment system.**

SITE MANAGER

- Technical Qualification (Electrical OR Mechanical OR OEM) qualification related to the scope of this contract)
- The ability to conduct investigations and supervise/ manage a maintenance team.
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis.
- At least 3 years working experience in conveyor belt system (motors, gear box, lubrication, control panels, PLC, SCADA etc.);
- Representative for the Contractor regarding: attendance of scheduled meetings with Site Manager / Employer's stakeholders, contract management, preparing and submission of monthly reports/incident reports to the Site Manager.

TECHNICIAN / ARTISAN

- At least N2 Certificate in Mechanical or Electrical Engineering field (or OEM qualification/training/certificate related to the scope of this contract)
- Relevant Trade Test for Electrical/Mechanical OR an OEM qualification / training/ certificate complimenting the above field
- Must be in permanent employ of the company
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- At least 3 years working experience conveyor belt system (motors, gear box, lubrication, control panels, PLC, SCADA etc.);
- Basic PLC knowledge and troubleshooting experience.

TECHNICIAN'S ASSISTANT

- Technical Higher Certificate or Technical qualification (Electrical/Mechanical engineering) or OEM qualification/training/ certificate
- Minimum 1 year Experience
- Must be in permanent employ of the company
- Properly trained in category of work that he is required to perform
- Properly trained and have experience working in conveyor belts (motors/ gear box/ lubrication/ control panels /PLC etc.)

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; ➤ Conveyor Belts shall be kept at or above 99.5% overall per month. ➤ Carousel availability shall be kept at or above 99.5% overall per month. ➤ Scales availability shall be kept at or above 99.5% overall per month.
Response time	90% of breakdowns shall be responded to within: ➤ 1 hour from the time the Contractor is notified of the breakdown - during airport normal operational hours ➤ 2 hours from the time Contractor is notified of the breakdown – after airport operational hours
Closure Duration	90% of breakdowns shall be resolved within: ➤ 2 hours from the time the Contractor arrives on site – during airport normal operational hours ➤ 4 hours from the time the time Contractor arrives on site - after airport operational hours
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per month
Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	➤ All breakdowns requiring a second level of response shall be resolved within 24 hours (subject to the lead time of required spares) and shall be limited to a total of 3 occurrences per month.

Human resources

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

Detail on how calls will be dispatched will be discussed on site with the Service Manager as the call dispatch process varies from airport to airport.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

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

Low Service Damage scheme

Parties agree to the following Low Services Damage scheme. The Low Services Damage scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT.

This addendum may not be terminated for convenience.

Low Service Damage

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

Low Service Damage are limited to a maximum of 25% of the fixed cost /month.

Low Service Damage Breakdown

Low Services Damage Description	Low Services Damage
Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift Not meeting call response and closure time SLA.	R 2 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month

Continuous Improvement Program and the Computerized Maintenance Management System

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

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

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

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

Non-Conformance Report (Only applicable to successful bidder)

In the event of any irregularity concerning contractor performance the following report will be completed by an ACSA representative and signed by the respective contractor's representative.

Contractor name			
Contract/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non-conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response date required
ACSA Representative's Email Address	Telephone	Cell	Facsimile
CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non-Conformance			
Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile
Contractor's Response: (A) Cause		(B) Immediate Corrective Action	(C) Action to Prevent Recurrence
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name	Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action		Accepted	Rejected
Comments			
Name	Signature	Title	Date
CONTACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements			
Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out		Accepted	Rejected
Comments			
Name	Signature	Title	Date

NON-CONFORMANCE REPORT (NCR) PROCESS

- 1 The **ACSA representative** notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.
 - 2 The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's representative**.
 - 3 The **Contractor's representative** signs acceptance and understanding of the NCR
 - 4 The **ACSA representative** gives a copy of this signed NCR to the Infrastructure Asset Management manager's office for filing and noting.
 - 5 The **Contractor's representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
 - 6 The **Contractor's representative** submits the response e-mail / fax .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
 - 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
 - 8 Note: If the response is not adequate, the **Contractor's representative** must re-submit a solution.
 - 9 Upon completion of the corrective action and verification thereof, the **Contractor's representative** then informs the **ACSA representative** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
 - 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
 - 11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail / fax.
 - 12 If the original situation still exists, and the NCR cannot be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
 - 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractor's corrective action by ACSA may lead to cancellation of the contract.
 - 14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.
- Note: All parties shall ensure that no delays are caused in the above chain of events.**
The shaded areas are to be completed by the **Contractor's representative**

MAINTENANCE RECORD SHEETS

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

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

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

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

ANNEX D**RESOURCE PROPOSAL**

The Contractor shall include a detailed resource proposal (including an organogram for on-site personnel) at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

ANNEX E**TOOLS AND SPECIAL EQUIPMENT**

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any **exclusion** to the above should be listed with the lead-time required to deliver same to site.

Number	Item description	Lead time
1		
2		
3		
4		
5		
6		
7		

ANNEX F**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 SOC Limited
Physical Address: Western Precinct Aviation Park O R Tambo International Airport 1 Jones Road Kempton Park Gauteng 1632

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

To be completed by contractor

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 duty 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, (**Identity Number:**), a duly authorised
16.2 Appointee acting for and on behalf of 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 G**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	- 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	- Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. - Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. - Fires: No open fires shall be permitted on site.
Noise Pollution	- All reasonable measures shall be taken to minimize noise generated on site due to work operations. - The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	- Waste shall be separated as general or hazardous waste. - General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. - Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall maintain a tidy, litter free environment always in their work area. - Contractors must keep on file: - The name of the contracting waste company - Waste disposal site used - Monthly reports on quantities – separated into general, hazardous and recycled - Maintained file of all Waste Manifest Documents and Certificates of Safe

	Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to 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, land owners and/or members of the public may institute against the Contractor.

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

I, of 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:

ANNEX H

POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;
comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and
notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

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

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

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

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

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

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

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

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

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

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

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

SIGNATURES:

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2023.

C4 Site Information

ACSA Airports are National Key Points and must be treated as such.

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

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