



TENDER DOCUMENT

FOR

**OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT
FACILITY AT KING SHAKA INTERNATIONAL AIRPORT**

Tender Reference Number: KSIA6836/2022/RFP

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 to which, all reference to the term "Bidder(s) / Tender(s)" then becomes synonymous with term "Contractor".

NAME OF TENDERER:

TENDERER'S DETAILS

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

TENDER/BID REFERENCE NUMBER	:	KSIA/6836/2022/RFP
ISSUE DATE	:	23 September 2022
NON- COMPULSORY BRIEFING SESSION via Microsoft TEAMS	:	6 October 2022 at 10h00
NON- COMPULSORY SITE VISIT Requirements: Reflective Jacket, Safety Shoes, Original ID/Passport – for airside access.	:	7 October 2022 at 10h00
QUERY CLOSURE DATE	:	12 October 2022
BID CLOSING DATE AND TIME	:	24 October 2022 at 12h00 (mid-day)
SUBMISSIONS DELIVERY	:	King Shaka International Airport (La Mercy in KZN) ACSA Reception Ground Floor - Multi Storey Office Block Located in the Pick-Up Zone area

INTRODUCTION

Since inception , Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented.

The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BFIA), Upington (UIA), Chief Dawid Stuurman (CDSIA), King Phalo (KP), George Airport (GG), Kimberley Airport (KIM) and the Corporate Office (CO).

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

ACSA Airports are National Key Points and governed as such.

THIS TENDER IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY

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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:

1. The content of the bid document in its entirety (inclusive of its annexures, appendices & addenda)

Bidding Entity Name

:

Authorised Signatory Name

:

Position

:

Signature

:

Date

:

PART T1

TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa SOC Limited invites bids for the **Operation and Maintenance of Wastewater Treatment Facility at King Shaka International Airport**.

It is estimated that bidders must have a CIDB contractor grading designation of **3CE or higher**.

1.1 AVAILABILITY OF TENDER DOCUMENTS

Bid documents are available for download on the following websites from **23 September 2022** :

- National Treasury (www.etenders.gov.za)
- ACSA (www.airports.co.za) – <https://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Bid is also advertised on CIDB but the documents are available on the above websites.

1.2 QUERIES, CLARIFICATION AND COMMUNICATION

- 1.2.1 Any and all queries / clarification / communication relating to this bid must be reduced to writing via email, indicating the bid reference number to:
- Email : tenders.scm1@airports.co.za
- 1.2.2 Request for clarity/information and queries on the tender may only be requested until **12 October 2022**.
- 1.2.3 ACSA will respond to queries, clarity and information to all entities which have responded to this bid, on or before 14 October 2022.
- 1.2.4 Bidders may not contact any other ACSA employee on this tender. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

1.3 BRIEFING SESSION AND SITE VISIT

1.3.1 NON-COMPULSORY BRIEFING SESSION via Microsoft TEAMS

A non-compulsory briefing session will be conducted virtually via TEAMS on **6 October 2022 at 10h00**.

Microsoft Teams Link: [Click here to join the meeting](#)

Meeting ID: 315 084 585 127

Passcode: LnAP8M

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

Or call in (audio only)

[021 834 0841](tel:0218340841) South Africa, Cape Town

Phone Conference ID: 503 938 509#

Briefing Session Link can also be found on separate document/page for ease of joining.

1.3.2 NON-COMPULSORY SITE VISIT

A Non-Compulsory Site Visit will take place on **7 Oct 2022 at 10h00** at King Shaka International Airport (ACSA – Reception, Ground Floor, MSO Building).

Requirements for Site Visit:

- a) Reflective Jacket
- b) Safety Shoes
- c) **Original** ID/Passport for temporary permit to visit airside

Bidders must:-

- Park in shaded Parking (ENTRY - OPPOSITE the pick-up zone) to allow for parking tickets to be signed allowing for free parking for the site meeting. Parking cost will be for Bidders account should they park anywhere else.
- Come through earlier to allow for the temporary permits to be processed (approx. 30min)
- Congregate at ACSA – Reception, Ground Floor MSO Building, King Shaka International Airport

Bidders will be escorted to the relevant sites.

1.4 SUBMISSION OF BID DOCUMENTS

1.4.1 CLOSING DATE AND TIME :

Bids must be submitted **on or before 12h00 (mid-day) on 24 October 2022.**

Submit bids during working hours Monday to Friday as there may not be anyone available to receive bids outside working hours.

1.4.2 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 Shaka International Airport (La Mercy in KZN)
- ACSA Reception
- Ground Floor – Multi Storey Office Block
- Located in the Pick-Up Zone area

1.4.3 The Bidder’s address and contact details must be reflected on the back of the envelope / package.

1.4.4 Bid Documents must be securely bound to avoid loss of pages etc.

1.4.5 There will NOT be a public opening of the bids after closing date. A bid register will be sent after bid closing.

1.5 LATE BIDS

1.5.1 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.

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

1.6 BID RESPONSES

- 1.6.1 Bid responses must be strictly prepared and returned in accordance with this bid document.
- 1.6.2 Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document.
- 1.6.3 Request for changes to the submitted proposals will not be allowed after the closing date of the bid.
- 1.6.4 All bid responses will be regarded as offers unless the bidder indicates otherwise.
- 1.6.5 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.

1.7 DISCLAIMERS

Bidders must note and accept that ACSA may:

- a. Award the whole or a part of this tender;
- b. Split the award of this tender;
- c. Negotiate with all or some of the shortlisted bidders;
- d. Award the tender to a bidder other than the highest scoring bidder; and/or
- e. Cancel this tender.

1.8 HOT-LINE

- 1.8.1 ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to

Airports Company South Africa Tip-Offs Anonymous:

Free Call: 080 0008 080 / **Free Fax:** 080 0007 788 / **Email:** acsa@tip-offs.com

1.9 SPECIAL INSTRUCTION TO BIDDERS WHO SUBMIT BIDS THAT INVOLVE JOINT VENTURE (JV) PARTNERSHIPS OR SUB-CONTRACTORS / SUB-CONSULTANTS

- 1.9.1 Ensure your JV etc submission aligns to the necessary legislation (e.g CIDB for CIDB related tenders).

1.10 CONFIDENTIALITY OF INFORMATION

- 1.10.1 ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought.
- 1.10.2 Furthermore, ACSA will not disclose the results of the Bid until the bid process has been finalised.
- 1.10.3 Bidders may not disclose any information given to the bidders and part of this tender process to any third party without the written approval from ACSA. Please complete the Bidders Disclosure Agreement.

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 Engineering and Construction Works Contracts (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.

The Tender Data below provides clarity, amends, or adds to the Standard Conditions of Tender.

Each item of the data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

TABLE 1: TENDER DATA

CLAUSE #	TENDER DATA
C.1	GENERAL
C.1.1	Actions
C.1.1	The employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED.
C.1.2	Tender Documents
	The Tender Documents issued by the Employer comprise the documents as listed on the Content Page. In Addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, standards and conditions of contract included, by reference, in this tender document. <ol style="list-style-type: none"> 1. NEC3 Term Service Contract 2. Other documents as referenced in this tender document
C.1.3	Interpretation
	Refer to CIDB Standards for Uniformity Document. CIDB Standard Conditions of Tender (CIDB SFU Annex C - Included hereafter for ease of reference).
C.1.4	Communication and Employer's agent
	Refer to T1.1 Tender Notice and Invitation to Tender.
C.1.5	Cancellation and Re-invitation of Tenders
	Refer to CIDB Standards for Uniformity Document
C.1.6	Procurement Procedures
	ACSA's Procurement Policy and Procedures will be used in conjunction with its Transformation Policies and other applicable legislation.

C.2	TENDERER'S OBLIGATIONS
C.2.1	Eligibility
C.2.1.1	Refer to Table 2: Section A (Mandatory Criteria) Only tenderers who satisfy these requirements will be eligible to submit the tenders and be evaluated further.
C.2.2	Cost of Tendering
C.2.2.2	This tender is available electronically for download on the relevant websites at no charge to the tenderer. Refer availability of tender documents under T1.1 Tender Notice and Invitation to Tender.
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
	Tenderers shall treat as confidential all matters arising in connection with this tender; and must use and copy the documents published by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation. Tenderers must complete fully and sign the Non-disclosure Agreement which is applicable to all tenderers and is enclosed herein.
C.2.7	Clarification Meeting
	There shall be a non-compulsory clarification/briefing meeting, the details for which are 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 as per the details stated in the Tender Notice and Invitation to Tender (T1.1).
C.2.9	Insurance
	Refer to Part C1.3 for the Insurance Requirements
C.2.10	Pricing the Tender Offer
	Refer Pricing Instructions
C.2.11	Alterations to Documents
	DO NOT tamper or 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. The use of Correctional Fluid is strictly prohibited. Tender offers that contain correctional fluid may/will be disqualified.
C.2.12	Alternative Tender Offers
	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.

Clause #	TENDER DATA
C.2.13.2	<p>Tenderers are advised that this document must be completed in Black Ink and submitted in its entirety. Failure to comply with this condition may result in the tender being disqualified.</p> <p>Only original priced tender documents will be considered. The use of correction fluid is strictly prohibited and shall/may lead to disqualification. All corrections are to be countersigned.</p> <p>The Employer will not be liable for any costs incurred in the preparation of the tender.</p>
C.2.13.3	<p>Submit the tender offer in printed format as an original PLUS one (1) copy AND in electronic format (USB Flash Drive) as stated in the tender data, with an English translation of any documentation in a language other than English.</p> <p>Ensure that this bid document is completed as required and submitted together with the returnables.</p>
C.2.13.4	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p>
C.2.13.5	<p>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. The employer's details and address for delivery of tender offers are stated in Tender Notice and Invitation to Tender (T1.1)</p>
C.2.13.9	<p>Faxed or E-mailed tender submissions will not be considered.</p> <p>Tenders that are submitted via courier will be accepted.</p> <p>The Employer will not be liable for any costs incurred in the preparation of the tender. The employer shall not be held liable for the tender that was submitted via courier after the closing date and time.</p>
C.2.13.10	<p>No liability for not specifically mentioning any normal contractual, Common Law or by-law requirements will be accepted by the Employer. The Tenderer warrants that it has familiarised itself with all of the applicable law and will comply therewith for the purposes of the tender and any agreement which may result therefrom.</p>
C.2.14	Information and data to be completed in all respects
	<p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.16	Tender Offer Validity
C.2.16.1	<p>Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p>
C.2.16.2	<p>ACSA may request for an extension of the validity period if required.</p> <p>During the validity period the prices which have been quoted by the bidder must remain firm and valid.</p>
C.2.23	Certificates
	<p>Refer to the list as detailed in Table 2.</p>
C.3	THE EMPLOYER'S UNDERTAKINGS
C3.1	Respond to requests from the tenderer
C3.1.1	<p>Refer to T1.1 Tender Notice and Invitation to Tender.</p>
C.3.4	Opening of Tender Submissions
	<p>There will be no public opening of tenders after the closing date and time.</p>

T1.2 TENDER DATA

Clause #	TENDER DATA
C.3.8	Test for Responsiveness
	<p>Bidder must comply with the following or will be disqualified:</p> <ul style="list-style-type: none"> ➤ Pricing Schedules / BOQs must be completed and submitted in the manner prescribed in this bid. ➤ Bidder to submit this bid document in it's entirety (schedules here-in completed and provide returnables etc) <p>The detailed Evaluation Process will follow here-after to further determine if the bidder/tenderer is fully responsive.</p>
C.3.11	Evaluation of Bid Offers
C.3.11	<p><u>Detailed Evaluation of bids will commence after bidders satisfy the Test for Responsiveness</u></p> <p>The following process of evaluating tenders will be used for this tender; namely: Mandatory Criteria, Functionality Criteria, Other Essential Documents and Price / BBEE component, using the preferential procurement mechanism of the 80 /20 rule.</p> <p>Stage/Phase 1: Mandatory Criteria (Refer Table 2 Section A) The Bid must comply with Mandatory criteria as stated in tender document. Failure to submit the required information will result in disqualification. Only Bidders who submit the required information will proceed to the next phase of evaluation.</p> <p>Stage/Phase 2: Functionality (Refer Table 3 for comprehensive criteria)</p> <ol style="list-style-type: none"> a. All bid information duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions. b. Firstly, the assessment of functionality will be done in terms of the evaluation criteria and minimum threshold per criteria. A tender will be disqualified if it fails to meet the minimum threshold per criteria for functionality. c. The functional / technical evaluation will then be based on an overall threshold, where bidders which fail to achieve a minimum of 63/100 points on the overall functional / technical stage will not be considered for further evaluation. <p>Failure to meet the above will lead to disqualification of the Bidder irrespective of the competitiveness of the bid submitted. Bidders who do not submit the necessary schedules and the associated documents may be scored as 'no response'.</p> <p>Stage/Phase 3: Other Essential Documents (Table 2 Section B and Checklist at end of document) 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.</p> <p>Stage/Phase 4: PRICE & B-BBEE Adjudication Using Point System:</p> <ul style="list-style-type: none"> • The following preference point system is applicable to this bid: • The 80/20 system for requirements with a Rand value up to R50,000,000.00 (all applicable taxes included); where 80 points are allocated to Price and 20 points are allocated to B-BBEE. <p>Bidder must complete and sign PPPFA CLAIM FORM (SBD 6.1) and attach supporting B-BBEE information.</p> <p>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.</p>

T1.3 CIDB Standard Conditions of Tender (Annex C of CIDB SFU)

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;
- e) funds are no longer available to cover the total envisaged expenditure; or
- f) no acceptable tenders are received.
- g) there is a material irregularity in the tender process.

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

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

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.

TABLE 2

Ref.	Description	Required Documentation / Information	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
SECTION A: MANDATORY CRITERA					
T2.1	CIDB Grading	<ul style="list-style-type: none">The Bidder must have a valid CIDB Grading of 3CE or higher. Proof of same must be provided.Form duly completed with CRS number etc			
SECTION B: OTHER ESSENTIAL DOCUMENTS					
Page 4	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.			
T2.2	Schedule of Proposed Sub-Contracts	If applicabale, Schedule must be completed			
T2.4	National Treasury Central Supplier Database (CSD) Registration	<ul style="list-style-type: none">Provide proof of registrationBidder to provide Unique Number & PINThe website for self-registration is www.csd.gov.za.			
T2.5	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.	<ul style="list-style-type: none">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.			
T2.6	SBD4: Bidders Disclosure	Form duly completed and signed			
T2.7	Authority for Signatory	<ul style="list-style-type: none">Form duly completed and signedNecessary supporting documents to be attached as required			
T2.8	Valid Proof of Registration of entity AND ID Documents	<ul style="list-style-type: none">CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust DocumentAND Identity documents of all Shareholders, Directors, Members, Trustees or Partners			

Ref.	Description	Required Documentation / Information	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
T2.9	Valid Letter of Good Standing in terms of COIDA Act	<ul style="list-style-type: none"> Copy of a letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). 			
T2.10	Shareholders / Members / Partners Information	Provide Share Certificate / s OR Share breakdown			
T2.11	Record of Addenda to Bid Documents	Acknowledgement of receipt of addenda			
T2.12	Declaration of Correctness of Bid	Form duly completed and signed			
T2.13	Non-Disclosure Agreement	Form duly completed and signed			
T2.14	Enterprise Questionnaire	Form duly completed and signed			
T2.15	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			
T2.16	Dangerous Goods Requirements				
	a) Driver	<ol style="list-style-type: none"> Proof that driver has been trained for handling dangerous goods as per legislative requirements. Proof of Relevant Driver's Licence for Dangerous Goods 			
	b) Vehicle	Provide proof that vehicle Certified to convey dangerous goods by road			
T2.17	Disposal Site	Letter of Intent or Agreement from Disposal site			
C1.1	Form Of Offer and Acceptance	Form duly completed and signed			
C1.3	Insurance Commitment	Bidder to complete and sign Insurance Requirements acknowledgement contained in C1.3.			
SECTION C: FUNCTIONALITY CRITERIA - Refer table 3 & bid document for detailed functionality requirements					
T2.18	Company / Entity Experience	Trade Reference Letters			
	Key Personnel Qualification	CVs, Proof of Qualifications & other supporting information			
	Key Personnel Experience	CVs, Proof of Experience & other supporting information			
	Resource Proposal	Refer table 3 & bid doc for detailed functionality requirements			
NB: Bidders who fail to score the Minimum Threshold Points Per Criteria AND Minimum Total Points for Functionality will be Disqualified.					
SECTION D: Documents Required for Evaluation of PRICE AND B-BBEE					
C2.2	SBD3: Pricing Schedule	Completed ALL Pricing Schedules			
T2.3	SBD6.1 Preference Points Claim Forms	Form duly completed and signed in terms of PPPFA and its regulations.			
T2.3.1	B-BBEE Status Information	<ul style="list-style-type: none"> Form duly completed Provide valid sworn affidavit / s or Certified Copy of B-BBEE certificate/s as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice. 			

T2.1 CIDB GRADING

- **Proof of Construction Industry Development Board (CIDB) grading to be provided** 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 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.								

T2.3 PPPFA CLAIM FORM**SBD 6.1****Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017**

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

NB: Before completing this form, Bidders must study the General Conditions, Definitions and Directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80 / 20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
 - the 90 / 10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).
- 1.2 This bid:
- The value of this bid is estimated to not exceed R50,000,000 (all applicable taxes included) and therefore the 80 / 20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- Price; and
 - B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
Price	80
B-BBEE Status Level of Contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

T2.3 PPPFA CLAIM FORM**SBD 6.1**

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

3. POINTS AWARDED FOR PRICE**3.1 The 80/20 or 90/10 Preference Point Systems**

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

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

Where

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

T2.3 PPPFA CLAIM FORM**SBD 6.1****4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(tick applicable)

Yes

No

- 7.1.1 If yes, indicate:

- i) what percentage of the contract will be subcontracted?

%

- ii) the name of the sub-contractor?

- iii) the B-BBEE status level of the sub-contractor?

- iv) whether the sub-contractor is an EME or QSE

(tick applicable)

Yes

No

T2.3 PPPFA CLAIM FORM**SBD 6.1**

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

Designated Group: An EME or QSE which is at least 51% owned by:

EME
√

QSE
√

Black People

☐
☐

Black People who are youth

☐
☐

Black People who are women

☐
☐

Black People with disabilities

☐
☐

Black People living in rural or underdeveloped areas or townships

☐
☐

Cooperative owned by black people

☐
☐

Black People who are military veterans

☐
☐

OR

Any EME

☐
☐

Any QSE

☐
☐
8. DECLARATION WITH REGARD TO COMPANY / FIRM

8.1 Name of Company / Firm : _____

8.2 VAT Registration Number : _____

8.3 Company Registration Number : _____

8.4 Type of Company/ Firm:

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

[TICK APPLICABLE BOX]

8.5 Describe Principal Business Activities:

8.6 Company Classification:

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

[TICK APPLICABLE BOX]

T2.3

PPPFA CLAIM FORM

SBD 6.1

- 8.7 Total number of years the company / firm has been in business:
.....
- 8.8 I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

Witnesses:

1.

2.

Signature / s of Bidder / s

Date :

Address :

T2.3.1 B-BBEE STATUS INFORMATION

Provide valid B-BBEE affidavit/s and / or certificate/s as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;
AND Complete below.

1. Company B-BBEE Information

		Certification / Sworn Affidavit Included √ / X	B-BBEE Level
1.1	Main Bidder / s	:	
1.2	JV Partner / s	:	
1.3	Sub-Contractor / s	:	

2. Company Ownership / Shareholder Information

a. Directors

Full Names	ID Number	Valid Passport Number	Gender Profile <i>Male / Female / Other</i>	Racial Profile <i>African / Asian / Coloured / White</i>	Nationality <i>South African / Other (Specify)</i>	Disability Status <i>African / Asian / Coloured / White</i>	%

b. Shareholders

Full Names	ID Number	Valid Passport Number	Gender Profile <i>Male / Female / Other</i>	Racial Profile <i>African / Asian / Coloured / White</i>	Nationality <i>South African / Other (Specify)</i>	Disability Status <i>African / Asian / Coloured / White</i>	%

T2.4 NATIONAL TREASURY CSD REGISTRATION

Provide proof of CSD info/Report.

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	:	<div></div>
2.	JV Partner / s	:	<div></div>
3.	Sub-Contractor/s	:	<div></div>

T2.5 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: Wdk416-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	:	<input type="text"/>	<input type="text"/>	<input type="text"/>
2 JV Partner / s	:	<input type="text"/>	<input type="text"/>	<input type="text"/>
3 Sub-Contractor / s	:	<input type="text"/>	<input type="text"/>	<input type="text"/>

T2.6 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 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.

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.

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

T2.7 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 :

T2.7 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

□ □

T2.7 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 :

T2.7 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	:	

T2.7 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	:	

T2.7 AUTHORITY FOR SIGNATORY (Provide on Bidder's Letterhead)**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			

T2.7 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	:	

T2.8 VALID PROOF OF REGISTRATION OF ENTITY AND IDENTITY DOCUMENTS

Provide information as described in Table 2

T2.9 VALID LETTER OF GOOD STANDING IN TERMS OF THE COID ACT

Provide information as described in Table 2

T2.10 SHAREHOLDERS / MEMBERS / PARTNERS INFORMATION

Provide information as described in Table 2

T2.11 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 offer:

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

Bidder Name

:

Authorised Signatory Name

:

Position

:

Signature

:

Date

:

T2.12 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.

T2.13 NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into between:

1. Bidder Name :

Herein represented by :

Identity Number / Registration Number :

and

2. Bid Requestor :

Airports Company South Africa

Herein represented by :

Identity Number / Registration Number : 1993/004149/30

1. THE PARTIES

1.1 The parties to this agreement are:

1.1.1

1.1.2 Airports Company South Africa

2. INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context

2.1.1 Words importing:

2.1.1.1 *Any one gender include the other two genders*

2.1.1.2 *The singular include the plural and vice versa*

2.1.1.3 *Natural persons include created entities (corporate or unincorporated) and vice versa*

2.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.2.1 Confidential Information:

2.2.1.1 *Any information or other data of whatsoever nature relating to Airports Company South Africa and the affiliated airports may disclose or provide to(Bidder). pursuant to this agreement, whether written, graphical or oral, including but not limited to*

2.2.1.1.1 Technical information, techniques, know-how, operating methods and procedures

2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies

2.2.1.1.3 Computer data, programmes and information, price lists, customer lists (whether actual or potential

2.2.1.1.4 Products, drawings and plans

2.2.1.1.5 Marketing information of whatsoever nature or kind;

2.2.1.1.6 Financial information or whatsoever nature or kind

T2.13 NON-DISCLOSURE AGREEMENT

2.2.2 Parties:

2.2.2.1 *and the Airports Company South Africa*

2.3 A reference to a third party includes that party's successors and permitted assigns

2.4 Any reference to an enactment is to that enactment, as amended, as at the date of signature hereof, and as amended or re-enacted from time to time

2.5 If any provision in a definition in this agreement is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the operative part of this agreement

2.6 When any period is prescribed in this agreement, that period shall be exclusively of the first day and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day

3 RECITALS

3.1 The Airports Company South Africa will disclose certain confidential and proprietary information and data to, for the purposes of submitting a bid for this tender.

4 BASIS OF DISCLOSURE OF INFORMATION

4.1 acknowledges that

4.1.1 The undertakings given by it are absolutely essential to protect the interests of the Airports Company South Africa

4.1.2 The unauthorized use or disclosure of the confidential information disclosed to it may lead to the Airports Company South Africa suffering very substantial and irreversible damages

5 UNDERTAKINGS

5.1 undertakes

5.1.1 To use the confidential information disclosed to it solely for the purposes of assessing the data for this tender submission; and no other purpose whatsoever

5.1.2 To treat as confidential and not to disclose any confidential information to any person whatsoever

5.1.3 To take all reasonable steps to prevent the copying of the said confidential information by any means without the prior written approval of the Airports Company South Africa

5.1.4 To conduct research in the utmost good faith

5.2 The undertakings contained in 5.1 will apply during the operative period and indefinitely thereafter

5.3 The above undertakings will not apply to any confidential information

5.3.1 Which is already known or in the possession of at the time of the discussion relating to the proposed research, provided such possession is evidenced by the written records of existing at the date hereof.

T2.13 NON-DISCLOSURE AGREEMENT

5.3.2 Which has become part of the public domain by publication or otherwise, other than by negligence or default of or by the breach of this agreement by

5.3.3 Which has lawfully become known by of on a non-confidential basis from a source (other than the other party) having the legal right to disclose the confidential information

6. ARBITRATION

6.1 Any dispute arising from or in connection with this agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA, which arbitration shall be held in Durban

6.2 This clause 6 shall be severable from the remaining provisions of this agreement and shall continue to be of application, notwithstanding the cancellation or purported cancellation or termination of this agreement.

7 NOTICE

7.1 Any written notice in connection with this agreement may be addressed

7.1.1 In the case of:
Airports Company South Africa
P.O. Box 57701
King Shaka International Airport
4407
South Africa

7.1.2 In the case of

7.2 The notice shall be deemed to have been duly given: 14 days after posting, if posted by registered post to the party's address in terms of this sub-clause

7.3 On delivery, if delivered to the party's physical address in terms of this sub-clause or the next sub-clause dealing with the service of legal documents

7.4 On despatch, if sent to the party's then Telefax number and confirmed by registered letter posted no later than the next business day

7.5 A party may change that party's address and Telefax number for this purpose, by notice in writing to the other party

7.6 The parties choose the following addresses at which documents in legal proceedings in connection with this agreement may be served (i.e. their domicilium citandi et executandi)

7.6.1 In the case of:
Airports Company South Africa
South Africa

7.6.2 In the case of

T2.13 NON-DISCLOSURE AGREEMENT

8. GENERAL

- 8.1 This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of this agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement
- 8.2 Neither party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement
- 8.3 No contract varying, adding to, deleting from, notating or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties
- 8.4 No indulgence granted by a party shall constitute a waiver or abandonment of any of the party’s rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future
- 8.5 Save as set out in this agreement, neither party may cede rights nor delegate any obligations in terms of this agreement without the written consent of the other party

9. ACCEPTANCE

In Witness Whereof, this Agreement has been executed by each of the parties as of the date first set forth above

Signed at	:	
On date	:	
Service Provider	:	
Witnesses 1	:	
Witnesses 2	:	
Signed at	:	
On date	:	
Employer	:	Airports Company South Africa
Witnesses 1	:	
Witnesses 2	:	

T2.14 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 (7, 8,9 & 10)– 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

Section 9: SBD8 issued by National Treasury must be completed for each tender

Section 10: SBD9 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*

T2.15a BANK LETTER

T2.15b LETTER OF SOLVENCY

Provide information as described in Table 2

T2.16 DANGEROUS GOODS REQUIREMENTS for:

- a) Driver**
- b) Vehicle**

Provide information as described in Table 2

T2.17 DISPOSAL SITE DOCUMENTATION

Provide information as described in Table 2

T2.18 DETAILED FUNCTIONALITY CRITERIA

STAGE 2 : EVALUATION OF FUNCTIONALITY

- 1.1 The functionality / technical evaluation will be conducted by the Tender Preparation and Evaluation Committee (TPEC), which comprises of various skilled and experienced members from diverse professional disciplines.
- 1.2 Only bidders who qualify in Stage 1 (Mandatory) will be evaluated in Stage 2 (Functionality).
- 1.3 The Functionality criteria are as follows:
 - 1.3.1 THRESHOLD:
 - 1.3.1.1 The functional / technical evaluation will be based on a threshold, where bidders which **fail to achieve the Minimum Threshold Points Per Criteria and a minimum total of 63/100 points** on the functional / technical stage **will be disqualified and not be considered for further evaluation.**
- 1.4 All copies must be certified with original stamp.

Category	Criteria	Weight
Performance	Throughput (TPS)	0.30
	Latency (ms)	0.20
	Uptime (%)	0.15
	Resource Utilization (%)	0.15
Scalability	Horizontal Scalability	0.25
	Vertical Scalability	0.15
	Load Balancing	0.10
Reliability	Availability	0.20
	Consistency	0.15
	Durability	0.10
Security	Authentication	0.15
	Authorization	0.10
	Encryption	0.10

#	Evaluation Criteria	Sub-Criteria		Minimum Threshold points	Total Weighted Points
1	COMPANY / ENTITY EXPERIENCE			36	54
	<ul style="list-style-type: none"> The bidder/tenderer must provide proof of Experience (trade reference letters) relevant to the scope of this bid document (Operation and Maintenance of Wastewater Treatment Facility). Provide a minimum of 2 Trade References each for Operation and Maintenance 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 (Operation and Maintenance) and Quality of Works. Referees may be contacted. Complete table 4 below. 				
1.1	Provide a minimum of 2 Relevant Trade Reference Letters . Maximum of 3 reference letters will be evaluated.	Reference Letters will be evaluated as follows:			
		a) Operation of WWTP (3 References – 5 points each)		10	15
		b) Maintenance of WWTP(3 References – 5 points each)		10	15
		c) Quality of Works Operation (3 References – 4 points each)		8	12
		d) Quality of Works Maintenance (3 References – 4 points each)		8	12
		Reference letters that are not relevant to scope of works of this bid or has negative reference Will score zero (0)			

#	Evaluation Criteria	Sub-Criteria	Points	Minimum Threshold points	Total Weighted Points
2	KEY PERSONNEL: RELEVANT QUALIFICATION AND EXPERIENCE			24	40
2.1	RELEVANT <u>QUALIFICATION</u> All copies must be certified <ul style="list-style-type: none"> • Relevant Qualification is required by each of the following personnel. Foreign Qualifications must be accompanied by a letter 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. • Complete Table 5 below 			15	25
	Role	Qualification	Points		
	SITE MANAGER	<ul style="list-style-type: none"> • NTC V Water Treatment Practice OR • NTC V Wastewater Treatment Practice OR Water Treatment Practice N5 OR • Wastewater Treatment Practice N5 OR • Degree in chemical engineering OR • Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes. 	5 (total)		
		<ul style="list-style-type: none"> • NTC IV Water Treatment Practice OR • NTC IV Wastewater Treatment Practice OR Water Treatment Practice N4 OR • Wastewater Treatment Practice N4 OR • Diploma in chemical engineering OR • Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes. 	3 (min)		
		<ul style="list-style-type: none"> • Neither of the above 	0 (zero)		
	PROCESS CONTROLLER	<ul style="list-style-type: none"> • NTC IV Water Treatment Practice OR • NTC IV Wastewater Treatment Practice OR Water Treatment Practice N4 OR • Wastewater Treatment Practice N4 OR • Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes. 	5		
		<ul style="list-style-type: none"> • NTC III Water Treatment Practice OR • NTC III Wastewater Treatment Practice OR Water Treatment Practice N3 OR • Wastewater Treatment Practice N3 OR • Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes. 	3		
		<ul style="list-style-type: none"> • Neither of the above 	0		
	ASSISTANT PROCESS CONTROLLER	<ul style="list-style-type: none"> • NTC III Water Treatment Practice OR • NTC III Wastewater Treatment Practice OR Water Treatment Practice N3 OR • Wastewater Treatment Practice N3 OR • Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes. 	5		

#	Evaluation Criteria	Sub-Criteria	Points	Minimum Threshold points	Total Weighted Points
		<ul style="list-style-type: none"> NTC II Water Treatment Practice OR NTC II Wastewater Treatment Practice OR Water Treatment Practice N2 OR Wastewater Treatment Practice N2 OR Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes. 	3		
		<ul style="list-style-type: none"> Neither of the above 	0		
	Role	Qualification			
	MILLWRIGHT	<ul style="list-style-type: none"> Trade Tested Millwright PLUS N3 Electrical OR Mechanical Qualification 	5		
		<ul style="list-style-type: none"> Trade Tested Millwright 	3		
		<ul style="list-style-type: none"> Neither of the above 	0		
	TECHNICAL ASSISTANT	<ul style="list-style-type: none"> N3 or Higher Electrical or Mechanical Qualification 	5		
		<ul style="list-style-type: none"> N2 Electrical or Mechanical Qualification 	3		
		<ul style="list-style-type: none"> Neither of the above 	0		

#	Evaluation Criteria	Sub-Criteria	Points	Minimum Threshold points	Total Weighted Points
2.2	RELEVANT EXPERIENCE <ul style="list-style-type: none"> Relevant Experience is required by each of the following personnel. 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 with contactable referees. CVs should include details of the relevant required qualification, experience, technical skills and capacity of the following key personnel 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 5 below 			9	15
	Role	Qualification	Points		
	SITE MANAGER	>4-years experience (after qualification) in wastewater treatment plant operation or water purification processes PLUS >2 Years at supervisory or managerial level	5 (total)		
		Minimum 3-4 years experience (after qualification) in wastewater treatment plant operation or water purification processes PLUS Minimum 2 years experience at supervisory or managerial level.	3 (min)		
		Less than Minimum requirements	0 (zero)		
	PROCESS CONTROLLER	> 3 years experience (after qualification) in wastewater treatment plant operation or water purification processes	5		
		Minimum 2-3 years experience (after qualification) in wastewater treatment plant operation or water purification processes	3		
		Less than Minimum requirements	0		
	MILLWRIGHT	> 4 years experience (after trade test) in maintenance of mechanical or electrical systems	5		
		Minimum 3-4 years experience (after trade test) in maintenance of mechanical or electrical systems	3		
		Less than Minimum requirements	0		

#	Evaluation Criteria	Sub-Criteria	Points	Minimum Threshold points	Total Weighted Points
3	ORGANOGRAM /RESOURCE PLAN			3	6
Minimum required personnel for this works is 1x Site Manager,1 x Process Controller, 1 x Assistant Process Controller , 1 x Millwright, 1 x Technical Assistant Bidder to provide a detailed resource plan / organogram for on-site personnel. 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 for this bid.					
	RESOURCE PROPOSAL	Detailed resource plan or organogram: With all proposed personnel (3 points) and with all proposed personnel linked to activities (3 points)	6 (Total)		
		Resource Plan /Organogram with all proposed personnel but without activities or part activities	3 (Min)		
		No resource plan / Organogram OR resource plan/Organogram with incomplete personnel	0		

	Minimum Threshold	Total Weighted
FUNCTIONALITY TOTAL POINTS	63	100
<i>Bidders must score the minimum threshold points per criteria AND a minimum total of 63 out of 100 points for Functionality to be considered for further evaluation.</i>		

T2.18 DETAILED FUNCTIONALITY CRITERIA

The tables below must be completed .

TABLE 4: Relevant Company / Entity Experience (Refer Detailed Criteria in Table 3 above)
As a minimum, Provide Details below in line with the Reference Letters provided

#	Project Summary	Start Date – End Date	Project Value (R)	CONTACTABLE Reference Information
1.	Previous Works – Describe and Indicate Client	13 Mar 2014 – 30 Jun 2014	R X million	Company Name: XYZ Company Contact Person: Chairperson: J Soap Contact Number: 031 999 9999 Email Address: JSoap@ComplexABC.com

T2.18 DETAILED FUNCTIONALITY CRITERIA continued**TABLE 5: Key Personnel (Roles and Responsibilities) – REFER CRITERIA IN TABLE 3 ABOVE AND SCOPE OF WORKS.**

- 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 from the South African Qualifications Authority. All qualifications must be SAQA accredited.
- c. Attach CVs and certified copies (copy with original stamp) of their relevant qualifications etc.

Position	Name	Provide CV and Other Supporting Document's	Area of Specialisation	Number of Years Relevant Experience	Qualification / Training / Trade Test Proof
SITE MANAGER					
PROCESS CONTROLLER					
ASSISTANT PROCESS CONTROLLER					
MILLWRIGHT					
TECHNICAL ASSISTANT					
OTHER (INDICATE)					

T2.18 DETAILED REPSONSE TO ABOVE FUNCTIONALITY CRITERIA
Refer Table 3 above for more details

Company/Entity Experience - Attach info here

T2.18 DETAILED RESPONSE TO ABOVE FUNCTIONALITY CRITERIA
Refer Table 3 above for more details

Key Personnel for this works

Attach CV's, qualifications and other supporting documentation/information here.

Also complete the cover form below for each Key Personnel

Site Manager / Supervisor

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works: It is to be noted that 'relevant projects' refers to lifts and escalators.

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

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

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

Note:

- When completing the above schedule, Tenderer's must be cognisant of the 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.

Process Controller

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works

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

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

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

Note:

- When completing the above schedule, Tenderer's must be cognisant of the 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.

Assistant Process Controller

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

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.

Millwright

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works

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

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

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

Note:

- When completing the above schedule, Tenderer's must be cognisant of the 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.

Technical Assistant

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works**Project 1 Name:****Start:****Completion:****Client:****Outline of Responsibilities and Duties:****Project 2 Name:****Start:****Completion:****Client:****Outline of Responsibilities and Duties:****Project 3 Name:****Start:****Completion:****Client:****Outline of Responsibilities and Duties:****Note:**

- When completing the above schedule, Tenderer's must be cognisant of the 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.

T2.18 DETAILED RESPONSE TO ABOVE FUNCTIONALITY REQUIREMENTS

Organogram/Resource Plan : Attach here

THE CONTRACT

PART C1

AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Operation and Maintenance of Wastewater Treatment Facility at King Shaka International Airport

The Tenderer/Bidder, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender/Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidder offers to perform all of 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 INCLUSIVE OF VAT IS	
The Offered Total of the Prices Exclusive of VAT is	R
Value Added Tax @ 15% is	R
The Offered Total of the Prices Inclusive of VAT is	R
(In words – Total offer inclusive of VAT)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Bidder / Entity's Name & Address :

--

Represented By (Name/s) :

--	--

Capacity :

--	--

Signature/s :

--	--

Name & Signature of Witness :

--

Date :

--	--

C1.1 FORM OF OFFER AND ACCEPTANCE

B. ACCEPTANCE

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

The terms of the contract are contained in:

C.1 Agreement, and Contract Data, (which include this Agreement)

C.2 Pricing Data, including the Bill of Quantities

C.3 Scope of Work

C.4 Site Information

Attached Appendices

And the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into above listed parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any 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, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall within one week 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 other 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.

C1.1 FORM OF OFFER AND ACCEPTANCE

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 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.

Name of Employer	:	
Address	:	
Telephone Number	:	
Facsimile Number	:	
Name	:	
Capacity	:	
Signature	:	
Date	:	
Witness Name	:	
Signature	:	
Date	:	

C1.1 FORM OF OFFER AND ACCEPTANCE

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by ACSA prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

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

C1.1 FORM OF OFFER AND ACCEPTANCE

By the duly authorized representatives signing this agreement, ACSA and the Tenderer 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 change to the terms of the offer agreed by the Tenderer and ACSA 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.

C1.2 CONTRACT DATA

PART 1: C1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

New Engineering Contract (NEC3) Term Service Contract will apply – refer attached separately

C1.3 INSURANCE REQUIREMENTS

REFER APPENDIX (attached separately) PLUS:

Contractor is responsible for the following as well:

- (a) **Insurance of Contractors Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) **Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993** as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

Sub-Contractors

The Contractor shall:

- a. Ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements.
- b. Enforce the compliance by Sub-Contractors where applicable.

C1.3 INSURANCE REQUIREMENTS

Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract.
- b. Proof of insurance must be submitted to the satisfaction of ACSA upon award.

Bidder / Entity Name	:	
Authorised Signatory Name <i>Duly Authorised Person to Sign</i>	:	
Position	:	
Signature	:	
Date	:	

PART C2 PRICING DATA

C2.1 PRICE ASSUMPTIONS / INSTRUCTIONS

1. PRICE AND B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, *etcetera*. Pricing schedule/s is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

2. PRICING INSTRUCTIONS:

- 2.1 The Pricing Schedules /Bills of Quantities form part of and must be read in conjunction with the entire bid document.
- 2.2 Prices must be quoted in South African Currency (Rands).
- 2.3 Prices must be fixed and firm.
- 2.4 Bidders must price in accordance with the pricing schedules hereafter to enable ACSA to compare priced offers.
- 2.5 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.6 Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 2.7 Bidder's offers that contain correctional fluid will be disqualified.
- 2.8 Corrections must be countersigned.
- 2.9 All Provisional Sums and Estimated Quantities 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.
- 2.10 Should there be any queries regarding the pricing schedule/s, same must be sent in writing via e-mail by the Query Closure Date.
- 2.11 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.
- 2.12 No cost/mark-up to be levied on items provided by ACSA (e.g. Electricity etc.)
- 2.13 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
- 2.14 The Bid offer must be inclusive of VAT.
- 2.15 The VAT portion must be indicated separately.

C2.2 PRICING SCHEDULES

SBD3

PRICE SCHEDULE 1: OPERATION OF WASTEWATER TREATMENT PLANT (WWTP)

(NB: Price to be inclusive of labour, tools, consumables, PPEs, administrative cost, travelling and onsite vehicle.)

PRICE SCHEDULE 1			
Item no.	Activity Description	Monthly Price (A)	Yearly Price Excl VAT B = (A x 12)
1	WWTP Operation	R	R

TOTAL 1 EXCL VAT

Bidder/Entity’s Name : _____

Signature / Stamp: _____

PRICE SCHEDULE 2: PREVENTIVE MAINTENANCE

PRICE SCHEDULE 2					
		(A)	(B)	(C)	(D)
Item no.	Activity Description	Weekly Price Excluding VAT	Monthly Price Excluding VAT	Quarterly Price Excluding VAT	Yearly Price Excluding VAT
1	WASTEWATER TREATMENT PLANT (WWTP)				
1.1	WEEKLY Checks/Service	R	N/A	N/A	(A x 52) R
1.2	MONTHLY Service	N/A	R	N/A	(B x 12) R
1.3	QUARTERLY Service	N/A	N/A	R	(C x 4) R
1.4	YEARLY/ANNUAL Service	N/A	N/A	N/A	R
<i>Sub-Total a</i>					R
2	AIRSIDE DUMP SITE FACILITY (ADF)				
2.1	MONTHLY Service	N/A	R	N/A	(B x 12) R
2.2	ANNUAL Service	N/A	N/A	N/A	R
<i>Sub-Total b</i>					R
3	ADDITIONAL SUBMERSIBLE PUMPS				
	MONTHLY Service	N/A	R	N/A	(B x 12) R
<i>Sub-Total c</i>					R
TOTAL 2 (Sub-totals a+b+c above)				Excl VAT	R

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICE SCHEDULE 3: MONITORING, SAMPLING, ANALYSIS & REPORTING (Compliance and Operational)**PRICE SCHEDULE 3a): COMPLIANCE SAMPLING****Sampling to be done by a SANAS accredited laboratory.***Price To include all Sampling consumables, transportation of samples, analysis and report.*

PRICE SCHEDULE 3a)						
Item no	Treatment Stage	Sampling Point	Price per Sampling Point (A)	Frequency per month (B)	Total Monthly C =(A x B)	Total Yearly Excl VAT D = (12 x C)
1	Preliminary	Raw	R	4		
2	Secondary	Filter Feed/TET Feed	R	4		
3	Tertiary	Final Discharge	R	4		
4	Receiving Environment	Upstream	R	4		
5		Downstream	R	4		
TOTAL 3a)					Excl VAT	R

Bidder/Entity's Name : _____**Signature / Stamp:** _____

PRICE SCHEDULE 3b): OPERATIONAL DETERMINANTS SAMPLING

On-site Laboratory:

On-site Tests Including Equipment, consumables, analysis and report.

PRICE SCHEDULE 3b)			
No.	Description	Monthly	Yearly Excluding VAT
1	On-site Sampling	R	R

TOTAL 3b) Excl VAT

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICING SCHEDULE 4: CALL OUTS (AFTER HOURS)**CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES****NOTE:**

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

All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.

The Contractor shall not charge for Corrective Maintenance performed during normal working hours.

The contractor will be compensated according to the contractor's repair rate provided in the below table A and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control) .

PRICE SCHEDULE 4a) : CALL-OUTs – 1st Hour			
Description	Estimate Quantity per year	Call out fee	Total/year Excl VAT
*Call Out Fee which includes first hour on site and travelling fee (after hours, weekends and holidays)	24	R	R

TOTAL 4a) Excluding VAT

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICING SCHEDULE 4b): DIAGNOSTIC AND REPAIR TABLE

PRICE SCHEDULE 4b)					
Diagnostic with repairs table: (time below includes the total time to do diagnostics and repairs for each failure mode and completely resolve the issues leaving the infrastructure totally correctly functional. Note the rates must include all required tools, special tools, software, and hardware require to completely resolve the failure)					
Item #	Call description	Estimated time to repair / reset (as logged in the ACSA system) – HRS	Budgeted /Estimated Quantity per Year	Rate per hour (after hours):	TOTAL Excl VAT
		A	B	C	D =(Ax B x C)
1	Raw Sewer Pump	2	8	R	R
2	SBR Faulty	2	10		
3	Filters	2	4		
4	Pumps	2	8		
5	Belt Press	2	4		
6	Submersible Pump	4	12		
7	Float Switches	2	24		
8	Faulty Valve	2	24		
9	Dosing Pump Faulty	2	10		
10	Compressor	2	10		
11	Electrical Faults	4	16		
12	Software	4	4		
13	Blocked Line	3	16		
14	Spillage	3	24		
TOTAL 4b)				Excl VAT	R

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICE SCHEDULE 5: DRY SLUDGE REMOVAL

PRICE SCHEDULE 5					
Item no.	Activity Description	Cost/Drum (A)	Number of Drums per month (B)	Monthly Price C=(AxB)	Yearly Price D=(Cx12)
1	Supply of Drum (Include label)	R	45	R	
2	Disposal (Include Transportation)	R	45	R	
TOTAL 5				Excl VAT	R

The number of drums to be supplied and disposed on a monthly are estimated at 45, the numbers may vary from time to time.

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICE SCHEDULE 6: GRASS CUTTING

PRICE SCHEDULE 6					
Item no.	Activity Description	Area (Sqm)	Rate/Sqm	Frequency/year	Yearly Price
1	Grass Cutting	3250	R	12	R

Total 6 Excl VAT

Bidder/Entity’s Name : _____

Signature / Stamp: _____

PRICE SCHEDULE 7 - PROVISIONAL COST

PRICE SCHEDULE 7		
Number	Item	Total per year Excl VAT
1	Additional Sampling and Analysis	R 50 000.00
2	Chemicals	450 000.00
3	Airport personnel access permits, vehicle airside access permits and induction	10 000.00
4	Medicals	10 000.00
5	Office Rental	65 000.00
6	Calibration	15 000.00
7	Safety File	5 000.00
8	Permits (Including Vehicle Permit and Airside Induction Training Costs)	10 000.00
TOTAL 7	Excl VAT	R 615 000.00

Provisional amounts: When claiming for provisional amounts, the Contractor should provide all third-party documents e.g. quotations, invoices, delivery notes etc. to support claims. All provisional amounts shall be on preapproval basis.

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICE SCHEDULE 8: PROVISION FOR THIRD PARTY PROCURED ITEMS/SERVICES INCLUDING MARK UP**Bidder to complete**

Value of Item or Services	Mark-up (<i>Bidder to indicate percentage</i>)	Estimated Spares	TOTAL/year Excl VAT
	(A)	(B)	(C) = B + (AxB)
R0 - R2,000	%	R25 000.00	R
R2,001 – R5,000	%	R40 000.00	R
R5,001 – R10,000	%	R60 000.00	R
R10,001 – R50,000	%	R100 000.00	R
TOTAL 8		Excl VAT	R

Bidder/Entity's Name : _____**Signature / Stamp:** _____

PRICE SCHEDULE 9 : SUMMARY PRICING SCHEDULE

Price Schedule	Description	Price/Year Excluding VAT
1	Operation of Wastewater Treatment Plant	R
2	Preventive Maintenance	
3a)	Monitoring, Sampling, Analysis & Reporting - Compliance	
3b)	Monitoring, Sampling, Analysis & Reporting - Operational	
4a)	CALL-OUT 1 st Hour	
4b)	CALL-OUT after 1 st Hour: Diagnostic and Repair	
5	Dry Sludge Removal	
6	Grass Cutting	
7	Provisional Amount	615 000.00
8	Provision for 3 rd party procured items/services including mark-up	
<i>TOTAL Excl CPI and VAT for Year 1</i>		R

Bidder/Entity's Name : _____

Signature / Stamp: _____

SUMMARY PRICING SCHEDULE FOR TWO (2) years**INCLUDES ESTIMATED ANNUAL 6% CPI and VAT.**

Description	TOTAL Excluding VAT
Year 1 <i>Total from Summary Pricing Schedule 10</i>	R
CPI 6%	
GRAND TOTAL (For 2 years) Including CPI and Excluding VAT <i>(Carry over to Form of Offer and Acceptance)</i>	R
15% VAT <i>(Carry over to Form of Offer and Acceptance)</i>	R
GRAND TOTAL Including CPI and VAT <i>(Carry over to Form of Offer and Acceptance)</i>	R

Contract values will be increased/decreased per the current index stipulated in Statistic SA – Consumer Price Indices - all income groups, on the annually on contractual anniversary. **6% escalation is used for illustrative purposes.**

Bidders are reminded that this amount is for illustrative purposes only and that the Employer will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity/Pricing Schedule as provided above.

Bidder/Entity's Name : _____

Signature / Stamp: _____

LABOUR RATES**NOT TO BE INCLUDED IN SUMMARY PRICING SCHEDULE**

Below rates is for any Adhoc works outside the contract pricing schedules.

All rates to exclude VAT. Subject to agreement between the Employer 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.

The contractor will be compensated according to the contractor's repair rate provided in the table below and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control.

Item	Description	Normal Hours (R/hour)	After hours (R/hour)		
			Weekday	Saturday	Sunday / public holiday
1	Site Manager				
2	Millwright				
3	Technician assistant				
4	Process Controller				
5	Assistant Process Controller				

This schedule is not to be included in the Pricing Summary, it is only for ad-hoc works.

Bidder/Entity's Name : _____

Signature / Stamp: _____

PART C3 SCOPE OF WORK

C3 SCOPE OF WORK

The scope of work covers the Operation and Maintenance of Wastewater Treatment Facility at King Shaka International Airport.

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

Times :

- Airport Operating Hours: 04:30 – 22:30
- **Refer SLA for Working Hours for this tender**

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation / Wording	Meaning / Interpretation
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
WWTP	Wastewater Treatment Plant
OEM	Original Equipment Manufacturer
PLC	Programmable Logic Controller
SCADA	Supervisory Control and Data Acquisition
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety, Health and Environment
DWAF	Department of Water Affairs and Forestry
MSDS	Material Safety Data Sheet
The Service Manager	ACSA Service Manager
Technical Team	Contractor Technical Team

EXECUTIVE OVERVIEW

The objective of this scope is to source a suitable service provider for the Operation and Maintenance of the following wastewater related facilities and equipment:

1. Wastewater Treatment Plant (WWTP)
2. The aircraft dump facility
3. Pumps that feed wastewater into the treatment plant and/or sewer line i.e car rental depot pumps and terminal building basement pumps.
4. Supply of drums for dry sludge storage, removal and disposal of dry sludge
5. Carting of Effluent from the buffer dam on an as and when needed basis

THE CONTRACT TERM FOR THIS SERVICE WILL BE FOR 2 YEARS CONDITIONALLY.

The conditions are: Should there be operational and/or infrastructural changes, or should the plant be taken over by the local Municipality; the contract will be revised or terminated.

SECTION 1: WASTEWATER TREATMENT PLANT

Description of Works

King Shaka International Airport is equipped with a wastewater treatment plant that treats wastewater before discharging it into the stream. The whole treatment process requires the service of a qualified Contractor.

The Southern Wastewater Treatment Works (WWTW) is designed to treat raw sewerage of 1000 m3 per day which receives its sewerage from the Airport, Agrizone, and the Airport terminal surrounding supporting facilities. The influent is characterized as domestic and industrial with an approximate % split of 70% domestic and 30% Industrial.

Most of the industrial pollutants are the Fats and Oils from the restaurants.

The plant is configured to have 3 treatment stages i.e. the preliminary treatment (inlet works), secondary (SBR & TET) and tertiary treatment (Filters & Disinfection).

OPERATION

The Contractor guarantees the correct, efficient, and effective running of the plant according to the Operation and Maintenance manuals provided by the Employer to ensure final effluent output complies with the parameters of the plant design.

The quality of the effluent leaving the plant will comply with the standards stated in the ACSA KSIA permits/authorizations, water use licence, subject to:

- The operating manuals being made available to the Contractor.
- The plant being operated within the plant tender design criteria
- The raw sewage being free from all matter which may have a toxic or detrimental effect to the process and operating efficiency of the plant.
- The plant being operated to registered standards.

All work shall be done in accordance with Occupational Health and Safety Act, municipal bylaws, environmental by laws (National Environmental Management Act 107 of 1998- NEMA), National Water Act 36 of 1998 and all other relevant legislation.

MAINTENANCE

Preventive and Corrective maintenance shall be conducted by the technical team on site. Any mechanical or electrical problems will be attended to by the technical team that will then ensure that the problem/s are solved timeously.

SAMPLING AND ANALYSIS

Sampling of raw effluent, treated effluent and upstream and downstream

The plant is monitored using two programmes i.e. operational monitoring and compliance monitoring. The operational monitoring is conducted onsite by Process controllers while compliance monitoring is done once a week (maximum of 4 times a month) at an accredited laboratory. Compliance monitoring included upstream and downstream monitoring.

HOUSE-KEEPING

Contractor will be responsible for any grass cutting in the plant as well as in the upstream and downstream sample collection points.

The fenced in area around the plant must be kept clean and tidy including cutting of grass.

Service provider to ensure that the area for sampling points is managed including cutting of grass.

Grass cutting area = 3250 sqm

SECTION 1: WASTEWATER TREATMENT PLANT

1.1 STANDARD OPERATION PROCEDURE OF ACSA's WASTEWATER TREATMENT PLANT

ITEM	Frequency
1. AERATOR	
1.1 Check aerator blades are free of rags etc.	Daily
1.2 Check baffles are free of rags etc.	Daily
1.3 Check float switches are free of rags etc.	Daily
1.4 Check decanting cone is free of rags etc.	Daily
1.5 Take a daily sludge reading of mixed tank	Daily
1.6 Brush off walls, floats, stairway etc.	Daily

1.7 Check amperage reading of aerator	Daily
1.8 If sludge reading is higher than 40 → 55% the service provider to run the sludge belt press as required.	Daily
2. BAR SCREEN	
2.1 Use correct rake to clean screen when necessary - Daily	Daily
2.2 Bar screen must be raked	Daily
2.3 Dried waste (sludge and screenings) must be stored in a sealable container (210L steel Drum & Lid) until it can be transported for disposal to a licensed waste site (proof of licensing must be supplied). SpillageTrays - Ensure secondary containment whilst filling drums.	
2.4 Bar screen must be hosed down	Daily
3. SUMP	
3.1 Submersible pumps must be cleaned and checked	Monthly
3.2 Submersible chains must be inspected and cleaned	Monthly
3.3 Float switches must be cleaned	Monthly
3.4 Any valves related to raw sewage flow must be checked and washed-out	Monthly
4. SLUDGE BELT FILTER PRESS	
4.1 Dry resulting sludge from the reactors	Weekly
5. FILTRATION PLANT	
5.1 Filters to be backwashed	Weekly

ITEM	Frequency
6 LOG BOOK Information below shall be recorded in the logbook	
6.1 Any flow meters that are installed must be recorded	Daily
6.2 pH from chlorine tank - outlet point	Daily
6.3 Turbidity of the filtration product water	Daily
6.4 Dissolved oxygen in the SBR during aeration	Daily
6.5 Sludge reading in cone	Daily
6.6 Approximate volume of sludge - run off	Daily

6.7 Discharge counter per tank	Daily
6.8 Amperage of each aerator	Daily
6.9 Voltage supply	Daily
6.10 Drums of dried sludge removed	Per Drum
6.11 Amount of chemicals used	Daily
6.12 Bags/drums dried bar screen waste removed	Daily
6.13 Persons visiting site - name and company	Daily
6.14 Note any general comments on plant	Daily
6.15 Note any mechanical or maintenance problems	Daily
6.16 Note any safety or health hazards	Daily
6.17 Note any environment problems	Daily
6.18 Storage of chemicals	Monthly

1.2 SCHEDULE OF EQUIPMENT

	Description	Spec	Quantity	Model
1	Raw Sewerage Sump	Dia=4.8m Depth=3m	1	-
2	SBR Reactor	Dia=15.3m Depth= 4m	3	-
3	Treated Effluent Tank	Dia=11.5 Depth	1	-
4	Electromagnetic Flow Meter		1	50W1H-SHOA1AC1AAAA
5	Raw Sewer Pump	7.5kW 380V, 4 pole 50Hz	2	Grundfos

6	Filter Backwash Pump	5.5kW 380V, 3 pole 50Hz	2	KSB ETA 65-200
7	Blower	5.5kW 380V, 2 pole 50Hz	1	Robuschi Robox ES15/1P
8	SBR Aerator	37kW 380V, 3phase 50Hz	4	ZR 128K 5160 M4-W
9	Compressor		2	DT 10 DETROIT AIR COMPRESSOR
10	Ferric Dosing Pump		2	DDE 6B PVC Grundfos
11	Centrifugal Pump (Buffer Dam)	45kW 380V, 3phase 50Hz	1	EA100/20
12	Belt Press (Dewatering Press)		1	EMO Combined Unit CC060
13	Motor Control Panel		1	
14	Programmable Logic Control (PLC)		2	1. Siemens (Filters) 2. Telemecanique Electric (Sequence Batch Reactor)
15	Standby Generator		1	Will be maintained by ACSA Electrical Dept.

1.3 MINIMUM MAINTENANCE PROGRAM

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.**

WEEKLY SERVICE:

Equipment	• Maintenance Activity	Weekly Checks
Submersible pumps	<ul style="list-style-type: none"> • Ensure changeover of pumps • Inspect flow rate at splitter box for correct working operation 	
Raw sewage sump	<ul style="list-style-type: none"> • Check level probes are free of rags or any foreign matter • Inspect, report, and repair any leaks or inadequate pipelines • Check couplings and closure gaskets under pressure • Inspect pressure gauge 	
Aerator + Gearbox	<ul style="list-style-type: none"> • Observe gear unit for any unusual vibration or noise • Check oil level in gearboxes • Check gearbox drain hole • Check gear units for any leakage or damaged components • Visually inspect coupling for any unusual behavior • Clean drives where necessary 	
Aerator blades and baffles	<ul style="list-style-type: none"> • Ensure blades are free of any foreign matter • Inspect guide rails and baffles for any dirt or foreign matter 	
SBR TANK001 - 003	<ul style="list-style-type: none"> • Check level probes are free of rags or any foreign matter • Inspect for loose bolts and nuts • Check all couplings and closure gaskets under pressure • Ensure all valves are fully functional • Inspect, report and repair any leaks or inadequate pipes • Visually inspect that pneumatic lines are free of any damage • Keep valves and actuators clear of any dirt 	
Filtration feed pumps	<ul style="list-style-type: none"> • Inspect pump for any leakage or damaged seals • Inspect/top up oil level on pump • Check ammeter for normal current readings • Inspect pump for overheating or vibration and unusual noises • Inspect pressure gauge readings • Ensure guard is safe and secure 	
Blower	<ul style="list-style-type: none"> • Inspect/top up oil level on blower • Inspect for overheating or vibration and unusual noises • Check pipes and fittings for any leakage • Ensure guard is safe and secure • Inspect pressure gauge readings 	
Filtration system	<ul style="list-style-type: none"> • Ensure all actuated valves are fully functional • Inspect pressure gauges • Check couplings and closure gaskets under pressure • All actuators must be clean and free of dirt • Inspect all pneumatic lines for damage or leakage 	
	<ul style="list-style-type: none"> • Inspect/top up oil • Inspect for overheating or vibration and unusual noises 	

Instrument air compressor 1	<ul style="list-style-type: none"> • Ensure guard is safe and secure • Drain water trap 	
Instrument air compressor 2	<ul style="list-style-type: none"> • Inspect/top up oil • Inspect for overheating or vibration and unusual noises • Ensure guard is safe and secure • Drain water trap 	
De-watering press	<ul style="list-style-type: none"> • Lubricate and inspect bearings • Visual inspection of rollers • Visually Inspect all rotating and moving parts • Ensure all guards are safe and secure 	
Sludge feed pump and gearbox	<ul style="list-style-type: none"> • Inspect for any leakage or damaged seals • Inspect/top up oil level • Inspect for overheating or vibration and unusual noises • Check coupling and closure gaskets under pressure • Inspect pressure gauge readings • Ensure guard is safe and secure 	
Belt press wash water pump and gearbox	<ul style="list-style-type: none"> • Inspect for any leakage or damaged seals • Inspect/top up oil level • Inspect for overheating or vibration and unusual noises • Check coupling and closure gaskets under pressure • Inspect pressure gauge readings • Ensure guard is safe and secure 	
Belt press polymeric pump and gearbox	<ul style="list-style-type: none"> • Inspect for any leakage or damaged seals • Inspect/top up oil level • Inspect for overheating or vibration and unusual noises • Check coupling and closure gaskets under pressure • Inspect pressure gauge readings • Ensure guard is safe and secure 	
Polymeric agitator gearbox	<ul style="list-style-type: none"> • Ensure gearbox has sufficient oil • Inspect coupling for any signs of damage • Check for any vibration or unusual noises 	
Belt press sludge thickening pump and gearbox	<ul style="list-style-type: none"> • Inspect for any leakage or damaged seals • Inspect/top up oil level • Inspect for overheating or vibration and unusual noises • Check coupling and closure gaskets under pressure • Inspect pressure gauge readings • Ensure guard is safe and secure 	
Sugarcane fields irrigation pump and gearbox	<ul style="list-style-type: none"> • Inspect for any leakage or damaged seals • Inspect/top up oil level • Inspect for overheating or vibration and unusual noises • Check coupling and closure gaskets under pressure • Inspect pressure gauge readings • Ensure guard is safe and secure 	
Dosing pumps	<ul style="list-style-type: none"> • Inspect pump for any leakage or damaged seals • Inspect hoses for any damage due to chemical 	
UV section	<ul style="list-style-type: none"> • Visual inspection for any leaks • Audible check for functioning • Visual inspection for normal operation 	

Control Room	<ul style="list-style-type: none"> Control room to be kept clean and tidy always. 	
	<ul style="list-style-type: none"> All panels to remain closed under normal operating conditions 	
	<ul style="list-style-type: none"> Inspect control wiring, relays, power supply and timers 	
	<ul style="list-style-type: none"> Verify control circuit fuse rating and continuity 	
	<ul style="list-style-type: none"> 	

MONTHLY SERVICE

Asset	Service	Frequency
Aerator	<ul style="list-style-type: none"> Observe gear unit for any unusual vibration or noise. Inspect for overheating. Check oil level in gearboxes. Fill oil if required. Check gear units for any leakage or damaged components. Inspect and repair any defective coupling. Clean drives where necessary. Clear any debris. Ensure blades are free of any foreign matter. Ensure even balance along the blades. Inspect for any unusual movement of blades Inspect guide rails and baffles for any wearing, dirt and foreign matter. Check and tighten as necessary any loose bolts and nuts. Inspect, report and repair any leaks or inadequate pipelines. 	Monthly
Back Wash Pump	<ul style="list-style-type: none"> Check and tighten any loose bolts and nuts Inspect and repair any defective gaskets Ensure all valves are in a correct working condition Inspect, report and repair any leaks or inadequate pipelines Inspect pressure gauge readings Inspect pump packing Check pump couplings for any visual wear Inspect pumps for overheating or vibration and unusual noise. <p>Inspect and repair any loose guard</p>	Monthly
Belt Press	<ul style="list-style-type: none"> Lubricate and inspect bearings. Check the v-belt tension and clean. Inspect gearbox lubrication. Gearbox to be checked for overheating, vibrations and unusual noises. Inspect spray nozzles. 	Monthly

	<ul style="list-style-type: none"> • Report faults and define follow up work orders as required. 	
Blower	<ul style="list-style-type: none"> • Inspect and top up oil level on blower if required. • Inspect for overheating, vibration and unusual noises. • Check pipes and fittings for any leakage. • Ensure guard is safe and secure. • Inspect pressure gauge readings. • Check V-belt tension and wear. • Ensure valves of blower are fully functional. • Inspect pressure release valve. • Tighten any loose flange joints. 	Monthly
Compressor	<ul style="list-style-type: none"> • Inspect and top up oil. • Inspect for overheating or vibration and unusual noise. • Inspect pipes and fittings for any leakage. • Check and tighten v-belts and replace if necessary. • Inspect regulator valve and also check regulator readings. • Inspect pressure gauges and make sure they are in good working condition. • Make sure all moving parts are guarded and guards are secured. • Check all wires and plugs are insulated and report if insulation is required. • Inspect motor and compressor pulley for any wear and tear. <p>Make sure compressor is pressure tested according to Pressure Equipment Regulations and certificates are valid.</p>	Monthly
Submersible Pump	<ul style="list-style-type: none"> • Check condition of all panels. Make sure there are no alarms on panels • Visual inspection on all pumps and test run • Check condition and operation on all Mobrey Relays • Ensure that all electrical terminal screws in control panels are secure and tight • Check that all overloads are set correctly. Test all overloads • Clean all control panels. Make sure that contractors are not chattering (noisy) when in operation. • Check and ensure that all drawings are in control panels • Check and test all alarms Confirm communication with IMC • Check operation of all float controls • Check that all locks are fitted on control panels and locked • Ensure that all grids are in place • Record / measure amperage and voltage on panel • Record pump operation hours <p>Record sump level</p>	Monthly

QUARTERLY AND ANNUAL SERVICE

ASSET	Quarterly SERVICE	Annual SERVICE
Belt press	<ul style="list-style-type: none"> Inspect all belts, tension & clean Inspect spray nozzles Inspect scraper blades Check oil levels in gear motor Inspect & clean parts in prep. Polymer plant Checking of electrical controls Lubricate bearings Inspect all pumps - Sludge feed pumps Polymer dosing pumps Wash water pump Sludge removal pump Check & calibrate speed of drive Clean & test the system Service report	Quarterly service Plus: <ul style="list-style-type: none"> Check and calibrate speed of electric drive. Clean and test belt filter press. Check the following: <ul style="list-style-type: none"> Thickening belt Pressing upper belt Pressing lower belt Belt junction clipper seam Spray nozzles for belt washing Sludge thickening pump Heat protection temperature sensors
Archimedean screw: Mechanical screens	<ul style="list-style-type: none"> Inspect solenoid valve functionality Check for any wear and tear on the screws Make screws are cleared no debris 	<ul style="list-style-type: none"> Check shaft coupling Check balancing and wear on the screws Baffles and guide rails to be cleared Guards to be safe and secured
Submersible pumps: Raw sewage transfer pumps	<ul style="list-style-type: none"> Check for loose bolts and nuts Inspect pump for any visible damages Inspect pump supporting chains Remove pump for cleaning of waste materials and any foreign objects Check all couplings and closure gaskets under pressure Clean out level probes of any dirt and debris Ensure all valves are in a correct working condition Replace any corroded piping and defective gaskets 	<ul style="list-style-type: none"> Test run pump on the surface Change pump mountings on the chain Remove pump and do oil change Replace gaskets and seals Remove pump, inspect seals and impeller for damages Service pump Inspect and test level probes Test windings
Pumps: Belt Press Pumps (a) belt filter press sludge feed pump	Info below applies to all pumps listed on the left <ul style="list-style-type: none"> Inspect all seals and coupling parts Lubricate pump assembly 	<ul style="list-style-type: none"> Info below applies to all pumps listed on extreme left Check wear and tear on the impeller

<p>(b) belt filter press wash water pump</p> <p>(c) belt filter press polymeric flocculant dosing pump</p> <p>(d) belt filter press sludge thickening pump</p> <p>Filter Pumps</p> <p>(e) Filter Backwash Pump (sand filters feed pumps)</p> <p>(f) Buffer Dam Pump (Centrifugal)</p> <p>(g) Dosing pumps: FeCl₃ dosing pumps</p>	<ul style="list-style-type: none"> • All flanges and gaskets to be checked • Inspect bolt and nuts on the structures • Guards to be safe and secured • Inspect pump packing • Check for any vibrations and overheating on the pumps • Check oil level and fill if necessary • Check for any visible oil leaks • Inspect pump for any wear and tear • Inspect bearing and lubricate • Adjust v-belt tension • Clean and remove debris on the strainers • Clean air filters • Adjust V-belt tension • Lubricate assembly • Inspect and tightening bolts on the mounting assembly • Check for vibration and overheating • Inspect pressure relief valves and pressure gauges • Ensures valves of a blower are fully functional • Clean suction and discharges valves • Inspect hoses for any damage or leakage due to chemicals • Tighten pump heads and screws • Clean chemical tank 	<ul style="list-style-type: none"> • Test and service non-return valves • Replace all gaskets and seal • Check windings and record amps on the motor • Replace oil • Paint piping, fittings, and equipment • Inspect bearing and lubricate • Inspect and tightening bolts on the mounting assembly • All flanges, bolts, coupling parts to be tightened • Pressure gauges to be re-calibrated • Replace all valves gasket and seals • Check motor windings • Check and calibrate dosing pumps • Replace seals • Clean suction and discharges valves • Replace product tubes
<p>Air blower: sand filters backwash blower unit</p>	<ul style="list-style-type: none"> • Check oil level and top up • Check for oil leaks • Check oil Condition (oil change is required when oil is a dark tea color) • Check for abnormal operating noise • Check/replace filter cartridge in purge gas pressure reducer • Check/clean gas ballast filter • Check for faults/alarms/temperature at the Frequency Converter (where applicable) • Visually check and record cleanliness of area where used 	<p>Check, inspect, test and service blower</p>
<p>Gearboxes:</p>	<ul style="list-style-type: none"> • Check/fill oil level of gearbox • Clean any dirty drives 	<ul style="list-style-type: none"> • Service gearbox

(a) effluent dump site macerator unit (b) SBR surface aerators (c) sand filters backwash blower unit (d) belt filter press upper belt (e) belt filter press lower belt (f) belt filter press sludge feed pump (g) belt filter press wash water pump (h) belt filter press polymeric flocculant agitator (i) belt filter press polymeric flocculant dosing pump (j) belt filter press sludge thickening pump	<ul style="list-style-type: none"> • Inspect and repair any defective gaskets and seals • Inspect for overheating, vibration, and unusual noise • Inspect and repair any defective coupling • Inspect, repair and report any leaks and inadequate pipelines • Adjust v-belt tension • Check filters and strainers and remove debris and replace where necessary 	<ul style="list-style-type: none"> • Check wear and tear on the gears • Check wear and tear on the aerator blades • Check motor windings • Check balancing on the aerator wings • Check shaft and pulleys on the couplings • Make shaft key is in good condition • Clean debris and paint structure for corrosion prevention • Tighten any loose bolts and nuts • Replace v-belts
Air compressors: instrument air compressor units	<ul style="list-style-type: none"> • Ensure that the automatic drains are in the correct place under the tank • Ensure functioning of the two pneumatic panels complete with solenoid valve banks and air service units. • Ensure functioning of Butterfly valves with actuators and knife gate valves complete with cylinders • Test tubing from the compressors to the panels and the tubing from the panels to the actuators and cylinders • Label the solenoid valves correctly 	<ul style="list-style-type: none"> • Change v-belts • Drain and top up oil • Make sure vessels under pressure testing certificate is still valid • Replace any damaged and worn fittings in a compressor • Service compressor pressure relief valve • Inspect motor pulley for any wear and compressor motor windings • Pressure gauges to be recalibrated • All pneumatic lines to be inspected and replaced

1.4 MONITORING, SAMPLING AND ANALYSIS - WWTP

Quality of effluent

The effluent shall always comply with the quality requirements or standards stipulated in the water use license or permit conditions, as amended from time to time.

The date, time, and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis.

Monitoring

The quantity of effluent discharge into the respective surface streams shall be metered and recorded weekly.

Flow metering, recording and integrating devices shall be maintained in a sound state of repair and calibrated by a competent person at intervals of not more than two years, a copy of which shall be supplied to the respective Contract Manager.

Calibration certificates shall be kept available for inspection by the respective Contract Manager or his representative upon request.

Methods of Analysis

Analysis shall be conducted at a ISO/IEC17025 accredited Laboratory with all methods also accredited. A copy of the accreditation certificate shall be submitted to the respective ACSA Service Manager (Service Manager).

The accredited Laboratory shall not be changed without prior notification to and written approval by the Service Manager ; and laboratory must satisfy the requirements in terms of accreditation.

Reporting

Preliminary results shall be submitted monthly to the *Service Manager* within ten days of the date of sampling.

The occurrence of any incident, which causes or may cause water pollution, shall immediately be reported to the Service Manager and logged onto ACSA's Helpdesk.

In the event of a deviation from the quantity and or quality of requirements, the Contract Manager must be notified immediately.

COMPLIANCE AND OPERATIONAL DETERMINANTS

The effluent shall always comply with the quality requirements or standards in the water use licence or permit conditions, as amended from time to time.

The date , time and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis

Compliance Determinants

The samples are to be sent to a SANAS accredited laboratory for analysis and results.

Item No.	Determinant	General Limit Values (GLV)	Special Limit Values (SLV)
1	Chemical Oxygen Demand (COD) (mg/l)	75	30
2	Total Suspended Solids (TSS) (mg/l)	25	10
3	Oil and Grease (mg/l)	2.5	0
4	Electrical Conductivity	70 ms/m -150ms/m	50ms/ -100 ms/m
5	PH	5.5-9.5	5.5-7.5
6	Ammonia (NH ₃) (mg/l)	3	2
7	Nitrates (NO ₃) (mg/l)	15	1.5
8	Ortho Phosphate (PO ₄) (mg/l)	10	1 min and 2.5 max
9	Free Residual Chlorine (mg/l)	0.25	0
10	Faecal Coliforms per 100m/l	1000	0
11	E-coli	0	0

Below are the determinations that are tested at the different stages of the treatment process.

STAGE	VARIABLE/DESCRIPTION
PRELIMINARY	
RAW	Total alkalinity
	Orthophosphate (PO ₄) as P
	Ammonium (NH ₄) as N
	Nitrate (NO ₃) as N
	Chemical oxygen demand (COD)
	Electrical conductivity (EC) @ 25°C

	pH @ 25°C
	Total suspended solids (TSS)
	Ammonia (NH ₃) as N
	Oil and grease (SOG)
SECONDARY AND TERTIARY	
FEED AND FINAL ANALYSIS	Total alkalinity
	Orthophosphate (PO ₄) as P
	Ammonium (NH ₄) as N
	Nitrate (NO ₃) as N
	Chemical oxygen demand (COD)
	Electrical conductivity (EC) @ 25°C
	pH @ 25°C
	Total suspended solids (TSS)
	Ammonia (NH ₃) as N
	Oil and grease (SOG)
	Nitrite (NO ₂) as N
	Turbidity
	Free chlorine (Cl ₂)
	Total Chlorine (Cl ₂)
	Combined Chlorine
	E.coli
	Total coliform
	Faecal coliform
RECEIVING ENVIROMENT	
UPSTREAM AND DOWNSTREAM	Electrical conductivity (EC) @ 25°C
	pH @ 25°C
	Chemical oxygen demand (COD)
	Total suspended solids (TSS)
	Ammonium (NH ₄) as N
	Nitrate (NO ₃) as N
	Ammonia (NH ₃) as N
	Orthophosphate (PO ₄) as P
	Oil and grease (SOG)
	E.coli
	Total coliform
	Faecal coliform
	Total alkalinity

Operational Determinants

These samples to be collected and tested at the on-site plant laboratory by the onsite team.

Contractor to ensure that they have all the necessary equipment for testing.

These determinants are to be tested on the final treated effluent.

Frequency: +-3 times daily

Item No.	Operational Determinants
1	Total Coliforms (MPN/100ml)
2	Total Residual Chlorine (mg/l)
3	Alkalinity (mg/)
4	Nitrite (NO ₂) (mg/l)
5	Ecoli (MPN/100ml)
6	Nephelometric Turbidity (NTU)

1.5 SPILLAGE

In the event of a spillage taking place, the service provider will be required to have a spillage/emergency procedure for spillage incidents. In addition, they would have to stop/contain the spillage and take measures to rehabilitate the contaminated area. In the event that there is a major spillage, groundwater test and soil analysis are to be conducted.

A spillage incident report which highlights (but not limited to) the following aspects is to be submitted within 24hr of the incident:

- Date and time of incident
- Cause of incident
- Nature of substance involved and quantities
- Water resource impacted
- Actions taken to stop or contain the spillage
- Actions taken to prevent reoccurrence of incident

1.6 STORM WATER SYSTEM

Storm water leaving the premises shall in no way be contaminated by any substance, whether such substance is a solid, liquid, vapor or gas or a combination thereof which is produced, used, stored, or spilled on the premises.

The domestic effluent system and the storm water drainage system shall be separated, and precautions shall be taken to prevent the contents of any of the systems from entering any other system.

No effluent shall be discharged into any storm water drain or furrow, whether by a positive act and/or by omission.

1.7 Protective/cleaning Equipment to be provided by Contractor

Contractor to ensure that all necessary Equipment is at hand to carry out this works.

Below is the minimum requirements:

Personal Protective Equipment

- Acid resistant overalls
- Gumboots
- Rain coat
- Cap hat
- Protective glasses
- Rubber gloves - elbow length
- Safety boots
- Masks
- Wader

Safety Equipment

- Safety harness
- Approved breathing apparatus

Cleaning Equipment

- Wheel barrow
- Gardena spray nozzle and hose fitting
- Black refuse bags
- Broom
- 3m Swimming pool leaf skimmer
- Platform Broom 450mm)
- Window squeegee
- Bar screen rake
- Rags for cleaning
- Grass rake
- Brush cutter

1.8 VEHICLE

1ton bakkie required that must be in a roadworthy condition.

The bakkie will be used for moving around the different areas that the Contractor will be operating and maintaining.

1.9 CHEMICALS

All chemicals used in the treatment process should have material safety data sheets.

Contractor shall procure chemicals on behalf of the Employer and shall be reimbursed at cost plus mark up.

SECTION 2: AIRSIDE DUMP SITE FACILITY

The airside dump facility is located on the airside of the airport.

This facility is used to dump the waste from the aircrafts.

The Contractor shall clean the facility two times a week, run the macerator pumps and ensure that the system is operational and in a good condition.

2.1 SCHEDULE OF EQUIPMENT

Item No.	Description	Specification	Quantity	Model
1	Dumping Facility Macerator	Muffin Monster	2	30005-0032

2.2 MONTHLY AND ANNUAL SERVICE

ASSET	SERVICE	SERVICE
	Monthly	Annually
Macerator: effluent dump site macerator unit	<ul style="list-style-type: none"> • Check for loose bolts and nuts • Inspect gearbox seals • Check for vibration and overheating • Ensure there is sufficient oil • Lubricate gear box and shredder • Clean Macerator shredder • Clean, inspect and repair any damages • Audible check for correct operation of the pump 	<ul style="list-style-type: none"> • Inspect macerator for corrosion, wear and tear • Inspect mountings and structural components • Clean out structures of debris • Service gearbox assembly

SECTION 3: ADDITIONAL SUBMERSIBLE PUMPS

The scope of work includes maintenance of pumps that feed wastewater into the treatment plant and/or sewer line. These pumps are located at northern and southern car rental depot and terminal building basement.

3.1 SCHEDULE OF EQUIPMENT

Item No.	Description	Specification	Quantity	Model
1	Submersible (Basement)	-	2	-
2	Submersible (Car Rental Depot)	-	4	-
3	Vega Submersible pump 0.75kW - 240V (Basement Entry)	0.75 kW	1	WSD20-15-0.75E

3.2 MINIMUM PREVENTIVE MAINTENANCE PROGRAM

Equipment Description	Checks	Frequency
Submersible Pumps	<p>MOTOR</p> <ul style="list-style-type: none"> • Check for bearing noise • Inspect shaft seals • Check electric motors for loose connections • Check that cables are in good conditions and tidy • Check valve operation <p>PUMP</p> <ul style="list-style-type: none"> • Check drive couplings on pump • Inspect bearings on pumps • Check pump seal for leaks • Check all drain pipes for leaks 	Monthly

SECTION 4: REMOVAL OF DRY SLUDGE

The Contractor shall provide a service of supply of empty drums for dry sludge storage, removal and disposal of dry sludge. The dry sludge comes from the treatment process where solids and liquids are separated. The sludge shall be disposed of in a registered disposal site.

4.1 DETAILED SCOPE OF WORK

Supply of 210L steel drums (including lid and suitable sealing mechanism) & labels for dewatered sludge from South Wastewater treatment plant (WWTP).

The 210L steel Drums supplied must be sealable

Providing trucks for the delivery and removal of drums.

Safe removal and disposal of dewatered sludge from South Wastewater treatment plant at a registered disposal site.

Safe removal of oils and fats from the oil separators

Safe removal of inlet screenings

Provide disposal certificate for all quantities of drums disposed at licensed site.

Provide a suitable Driver who is trained for conveying of dangerous goods by road transport and has a PrDP Driver's Licence.

Ensure that work is done in accordance with Occupational Health and Safety Act.

Ensure that service meets road traffic regulations and all other related and relevant legislation for this service.

Keeping records of drum quantities removed from site and disposed of.

The service shall be on ad-hoc basis and based on availability of drums in the plant/s.

The number of drums produced depend on the operation of the airport and may vary with each pick up period.

The Contractor will comply with all municipality by-laws, environmental regulations and other relevant legislation.

The contractor will be responsible for all clean-up costs relating to any spillages resulting from actions associated with their service.

4.2 HANDLING AND DISPOSAL

Sewage sludge and other solid sewage waste shall be handled, stored, transported, utilized or disposed of in such a manner as not to cause any odour, flies or other nuisance, any health hazard or secondary pollution.

The Contractor/Service Provider remains solely responsible for the containment, disposal and clean-up of any form of waste that is produced during the term of the contract at KSIA.

Should any monetary value be derived by such disposal then the Contractor/ Service Provider must advise ACSA immediately thereof and the parties will come to an agreement as to what percentage of the benefit ACSA will derive from the disposal

4.3 RESOURCES

Driver that is trained to convey dangerous goods by road.

Truck that is suitable and certified to carry dangerous goods.

Lifting Equipment to load drums into the truck

4.4 CLASSIFICATION OF SLUDGE:

Type 3 waste (as per GNR 635).

Can be disposed off at a Class A - Class C landfill site.

For more information Refer Appendix attached separately

4.5 DISPOSAL:

- Disposal during and after contract period:
 - The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract.
 - The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.
- A valid disposal certificate must be submitted to ACSA
- All disposal must be to a registered site.

ANNEX A**SERVICE LEVEL AGREEMENT****PERFORMANCE OBJECTIVES**

Normal airport operational hours is from 04:00 to 22:30 for every day of the year.

The Normal working hours for this contract will be 06:00 to 22:00 everyday.

After Hours is 22:00 – 06:00.

Refer table below for specific staff working hours.

Working hours may change from time to time due to unforeseen circumstances and will be confirmed/amended by the Service Manager.

Minimum Staff Requirements

The Contractor must maintain the following **minimum staff per shift** at all times and should price accordingly .

Skill	Days per week	Hours
1 x Site Manager/Supervisor	5	Mon-Fri (08:00-17:00)
1 x Millwright	5	Mon-Fri (08:00-17:00),
1 x Technical Assistant	5	Mon-Fri (08:00-17:00)
1 x Process Controller	7	Mon-Sun (06:00-22:00)
1 x Assistant Process Controller	7	Mon-Sun (06:00-22:00)

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

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

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

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

MINIMUM QUALIFICATION AND EXPERIENCE

Title	Minimum Qualifications	Experience in year(s)
Site manager	NTC IV Water Treatment Practice OR NTC IV Wastewater Treatment Practice OR Water Treatment Practice N4 OR Wastewater Treatment Practice N4 OR Diploma in chemical engineering OR Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes.	3-years' experience (after qualification) in wastewater treatment plant operation or water purification processes PLUS Two (2) Years at supervisory or managerial level
Process controller	NTC III Water Treatment Practice OR NTC III Wastewater Treatment Practice OR Water Treatment Practice N3 OR Wastewater Treatment Practice N3 OR Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes.	2 years' experience (after qualification) in wastewater treatment plant operation or water purification processes
Assistant process controller	NTC II Water Treatment Practice OR NTC II Wastewater Treatment Practice OR Water Treatment Practice N2 OR Wastewater Treatment Practice N2 OR Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes.	N/A
Millwright	Trade Tested Millwright	3 years' experience (after trade test) in maintenance of mechanical or electrical systems
Technical assistant	N2 Electrical or Mechanical Qualification	N/A

Bidders are required to demonstrate the following:

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

CVs must be detailed to reflect the requirements of this bid.

CONTRACTOR PERFORMANCE

AVAILABILITY, MEAN TIME BEFORE FAILURE AND MEAN TIME TO REPAIR

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

*The Period of performance review shall be Monthly.

Item	Benchmark*
Overall System - Availability	Availability must be a minimum of 99.5% per month.
% of planned maintenance completed per month	100%
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed within 7 working days from date of issuing to contractor – (Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 2 working days from date of issuing to contractor– (Issued by ACSA either by mail or manual collection)

EMERGENCY RESPONSE TIME

ACSA deems an emergency as a situation caused by unforeseen circumstance that may lead to:

- ❖ Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or Business services and
- ❖ Any other relevant consideration

Item Description	Response Time
During Normal Hours	30 minutes
After Hours	45 minutes

GUARANTEES

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

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

CONTRACTOR ASSESSMENTS AND REVIEWS

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

THIRD PARTY INSPECTIONS

A registered professional engineer appointed by ACSA will inspect the plant and report as and when required.

A representative from the municipality will visit the site from time to time to conduct an audit on the operation and compliance of the plant.

LOW SERVICE DAMAGES

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages and any claims directed at ACSA as a result of the equipment being unavailable, **will be for the account of the Contractor**. The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g. any authorised ACSA employees and any internal and external audits).

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

Low service damages tables

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

Table A:

Item No.	System Performance Indicators. Overall System Availability per Month	Payment presentence
1	99.5%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%	2% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%	4% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%	6% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

5	92.99% - 91.00%	8% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
6	90.99% - 89.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
7	88.99% - 87.00%	12% reduction of monthly maintenance & inspection costs minus any other low services damages included in this contract.
8	86.99% - 85.00%	14% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
9	84.99% - 83.00%	16% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
10	82.99% - 81.00%	18% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
11	80.99% - 80.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
12	79.99% and below	Non-Performance process to be followed

****Any availability less than 80% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.***

Table B

Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	R4 000/month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination
Failure to adhere to response time	R2000 per incident
Failure to maintain defect free period	R2000 per incident
Failure to submit spillage report as per agreed timelines	R2000 per incident
Failure to submit Monthly report as per agreed timelines	R2000 per incident
Failure to submit incident report within 24 hours of occurrence	
Occurrence of a spillage due to negligence of the Contractor	R2000 per incident
Three consecutive con-compliances within on calendar month	R3000 per incident

Audit finding due to poor performance by the Contractor	R2000 per incident
A repeat finding that has not been rectified	R2000 per incident
Improper handling of chemicals	R2000 per incident
Failure to meet desired effluent quality due to poor operation of the plant	R2000 per incident
Failure to complete preventive maintenance as per maintenance schedules	R2000 per incident
Failure to identify and/or report system and/or equipment failure	R2000 per incident

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

RISKS

OHS RISKS

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injuries	Working on heights	Fall protection plan	Fall arrest system (safety harness used for working on height above 2 meter).
2	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Fire hazard, fatalities	Combustion due hydraulic oil heating up	SWP	Remove all flammable material (papers, plastic etc.) around the oil tank area
3	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Injuries, fatalities.	Oil spillage	Procedure	. Contractor to have a spill containment kit to contain the spill
4	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injury	Flying Objects	Procedure	Eye protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file,
5	Operations: M&E	Mechanical	Maintenance of Wastewater Treatment Plant	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	Procedure	Hot work permit be issued prior commencement of work. Fire equipment to be serviceable.
6	Operations: M&E	Mechanical	Maintenance of Wastewater Treatment Plant	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area
7	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Hearing loss	Noise generated from the aircraft	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
8	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.

OPERATIONAL RISKS

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

	Type	Comment
External resources	Utilities <ul style="list-style-type: none"> •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit 	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	<ul style="list-style-type: none"> •Outside Operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others(users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material is system 	-No impact to reliability/Maintainability. -Impact on availability from operations view This are some of the occurrences that may not be considered the Normal Operating conditions
Other	<ul style="list-style-type: none"> •Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault 	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget) Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime	-Affect Maintainability No impact on service provider. The Risk is not sitting with a single owner

ADMINISTRATIVE RISKS

Risk Number	Risk Description
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; contractor will be penalized accordingly
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
6	Not meeting set MTTR target; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; contractor will be penalized, and failing rehabilitation contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be paid on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation.
14	Any change in the law that is reinforced as per clause X2 in NEC contract (Changes in the law)

ADDITIONAL SERVICE INFORMATION

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. This may be amended by mutual arrangement between the Employer and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the on-site staff compliment, operation and maintenance regime are sufficient to maintain the service levels and system performance indicators. 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 Service Manager. Refer to information in this document for the required system performance indicators.

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

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in Wastewater Treatment facility Operation and Maintenance activities/procedures. 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 . Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.

All work shall be charged according to the 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.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly.

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

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

The Contractor shall ensure that all staff are issued with uniforms that will comply with a minimum requirement (Refer PPE requirements) as agreed with the Service Manager from time to time.

Contingency Plan

Contractor to ensure that a contingency plan is made available in the event of strikes, pandemic effects etc and that airport operations are not affected negatively.

Location of the works

The Works are located at King Saka Airport at South Wastewater Treatment Plant, Airside Dump Facility, Car Rental Depot and Terminal Basement area. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

PROCUREMENT**Requirements**

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

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

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

Subcontracting

Should any part of this Contract be subcontracted, the Contractor will be responsible for all work done by subcontractors.

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

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

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

Planning and programming

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

Normal airport operational hours shall be from 04:00 to 22:30 for every day of the year. However, working ours for this contract will be 06:00 to 22:00. The Hours are subject to change based on operational demand.

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 (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures

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

- Assisting with emergency repairs
- Assisting with airport operations
- Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Removing rubble and/or equipment from site
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

Contractor must ensure that they comply with the minimum Key Personnel requirements. 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.

Personnel Leave / Continuity of Service

During any personnel's leave period or absence for any reason, a replacement will be provided at the Contractor's own cost.

Management meetings

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

Electronic payments

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

Daily records

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

Monthly reports

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

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

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

Permits

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

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

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

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

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

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

Proof of compliance with the law

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

Health and safety

Health and safety requirements and procedures

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Organization and Staff of the Contractor**Competence and Conduct of Workmen and Supervisory Staff**

The Contractor shall employ persons that are competent and efficient in their specific trades and callings. Airports Company South Africa Limited may object to and require the Contractor to remove from site any person employed by the Contractor who, in the opinion of Airports Company South Africa Limited, misconduct's himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be employed under this contract again.

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have competence and abilities equal to or better than that of the personnel they replace.

Reliability

The Contractor shall take all reasonable measures to safeguard performance and quality.

Safety and Convenience of Airport

The Contractor shall protect the site properly and shall so arrange his operations that minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

Electricity and Water

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water.

Access to Available Drawings and Records

Airports Company South Africa Limited shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.

Shutdown and Access to Equipment

Airports Company South Africa Limited, at the request of the Contractor, shall arrange for necessary shutdowns of services and access to equipment to facilitate the execution of the Works wherever possible if required during night working hours. However, it should be noted that airport operations would be given priority in this regard.

Delivery of Materials and Equipment

Notices of Intention to Deliver

No plant or Contractor's equipment shall be shipped or delivered to the Site until permission has been obtained by the Contractor from Airports Company South Africa Limited that these may be delivered. The Contractor shall be responsible for the reception at the Site of all plant, materials and Contractor's equipment delivered for the purposes of the works.

Notes:

1. Hot works can only be carried out after a Hot Works permit is issued by ACSA.
2. Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.
3. Contractor to provide PPE that is identifiable.
4. Housekeeping should be maintained at all times.

Approvals:

- Site Approvals - The contractor will require approvals as follows prior to working on site:-
 - Permit office for Permits (vehicles/individuals) and Parking.
 - Safety department for safety file approval and permit to work.
- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts/Service Manager.

Disposal Requirements

- Disposal during and after contract period:
 - The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract.
 - The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.
- A valid disposal certificate must be submitted to ACSA

ANNEXURES

Following annexures will be completed by successful bidder and is included for information purposes.

Title	Annexure
Occupational Health and Safety Agreement	Annex B
Environmental Terms and Conditions to Commence Work - Ems 048	Annex C
Health and Safety Requirements and Procedures	Annex D
Notification of Safety / Housekeeping Infringement	Annex E
Performance Evaluation	Annex F
Non-Conformance Form	Annex G

ANNEX B

**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 (the Employer) 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 (COLD Act).

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

The parties to this Agreement are:

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

Hereinafter referred to as "Employer"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Contractor"

MANDATORY'S MAIN SCOPE OF WORK

<i>To be completed by Contractor</i>

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 Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who 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 Employer 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 Employer.
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 Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Employer's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or Contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Employer's premises, or which shall remain in force for that duration of their contractual relationship with the Employer, whichever period is the longest.
 - Public Liability Insurance Cover as required by the 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 Employer'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 Employer'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 Employer'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 Employer.
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 Employer'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 Employer'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 Employer.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Employer's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Employer'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 Employer 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 Employer.
2. The Mandatary confirms that he has been informed that he must report to the Employer'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 Employer's employees and other persons in any way whilst performing work on the Employer's premises.
4. The Mandatary understands that no work may commence on the Employer's premises until this procedure is duly completed, signed and received by the Employer.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

I, _____ (Name and Surname), a duly authorised 16.2

Appointee acting for and on behalf of _____ (Company Name) undertake to ensure that the requirements and the provisions 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 EMPLOYER
AIRPORTS COMPANY SOUTH AFRICA SOC LTD

DATE

ANNEX C

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

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste 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: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately).

	<ul style="list-style-type: none"> • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

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

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

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEX D****1. REPLACEMENT OF STAFF**

- 1.1. Staff removed for any reason whatsoever shall be immediately replaced.
- 1.2. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace.

2. HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

- 2.1. All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, 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.
- 2.2. 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 successful bidder is expected to sign the undertaking in this regard as attached. 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.
- 2.3. The Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.
- 2.4. Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.
- 2.5. Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.
- 2.6. 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.
- 2.7. Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.
- 2.8. 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.
- 2.9. 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
 - Multi-Storey Office (MSO) Building
- 2.10 Any process in the above mentioned areas involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
- 2.11 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.
- 2.12 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.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEXURE D cont.**

- 2.13 No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.
- 2.14 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.
- 2.15 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.
- 2.16 The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- 2.17 At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.
- 2.18 The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer's representative. 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.
- 2.19 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.
- 2.20 The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type as approved by the ACSA IT department.

NOTIFICATION OF SAFETY / HOUSEKEEPING INFRINGEMENT**ANNEXURE E**

Contractor will need to complete as required

Notification of Safety / Housekeeping Infringement	
Name of Contractor	
Name of Responsible Individual	
Activity in Progress at the Time of Infringement	
Nature of Infringement	
Serious	Minor
Issued By	
Name	
Date	
Time	
Contact Details	
Issued To	
Name	
Date	
Time	
Contact Details	

PERFORMANCE EVALUATION**ANNEXURE F****Contractors will be evaluated on the following on a quarterly:**

Item	Description	Rating						Comments
1.	Safety and Housekeeping:	1	2	3	4	5	N/A	
	– Safety Warning sign in place							
	– Isolation/cordon/Barricading off area							
	– Warning Signs in place							
2.	Reporting:	1	2	3	4	5	N/A	
	– Progress Reports submitted on time							
3.	Personal Protective Equipment:	1	2	3	4	5	N/A	
	– Wearing of PPE							
4.	Security and Uniform:	1	2	3	4	5	N/A	
	– ID card always clearly visible							
	– Clear sign of the name of company							
	– To be properly dressed in overalls with company name on the back for identification							
5.	Reliability:	1	2	3	4	5	N/A	
	– No repeat incident on equipment							
	– Keep agreed spares available							
6.	Submission of documentation:	1	2	3	4	5	N/A	
	– Quotes submitted with agreed time frame							
	– Invoice submitted on time							
7.	Workmanship:	1	2	3	4	5	N/A	
	– Quality of workmanship							
8.	Systems:	1	2	3	4	5	N/A	
	– Job card system in place and connected to ACSA CMMS							
9.	Preventative Maintenance Plan:	1	2	3	4	5	N/A	N/A
	– Preventative Maintenance plan in place							
10.	Reaction Time:	1	2	3	4	5	N/A	N/A
	– Speed of resolving calls based on CMMS information report							
11.	Safety Documentation:	1	2	3	4	5	N/A	
	– Submission and updating of Safety Documents							
Total Score:		/ 55						%

PERFORMANCE EVALUATION

ANNEXURE F cont.

Evaluation Comments:	

ACSA Representative

■

■

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Signature

□

□

Date _____

□ □

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Service Provider

□

□

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Signature

■

Date

■

■

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Service Manager

□

□

Signature

■ ■

Date

□

□

NON-CONFORMANCE FORM

ANNEXURE G

	<h2 style="margin: 0;">Non Conformance Report</h2>	<i>ME DOC 200610/01</i>
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Contractor name			
Contract/Service description			
Contract number		Reference document	ME DOC 200610/01
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
			6
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:		(B) Immediate Corrective Action	(C) Action to Prevent Recurrence
(A) Cause			
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name	Signature	Title	Date

ACSA Representative: Evaluation of Proposed Corrective Action		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
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 <input type="checkbox"/>	Rejected <input type="checkbox"/>
Comments			
Name	Signature	Title	Date

Non Conformance Report

ME DOC 200610/01

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 M&E managers 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 resubmit 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 can not 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 contractors 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**

PART C4 SITE INFORMATION

Site Location

The service site is King Shaka International Airport which is a National Key Point.

General Site Conditions

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

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.

APPENDICES

REFER CONTENTS FOR LIST OF APPENDICES

ATTACHED SEPARATELY

BID COMPLETION CHECK LIST

Item #	Item Description	Completed	Signed	Supporting Documents Included
Page 4	Acceptance of the terms and conditions of this RFB / RFP			
T2.1	CIDB Grading			
T2.2	Schedule of Proposed Sub-Contractors (if applicable)			
T2.3.	SBD6.1: PPFA Claim Form			
T2.3.1	B-BBEE Information & Valid proof of B-BBEE Level			
T2.4	National Treasury Central Supplier Database (CSD) Registration			
T2.5	Tax Clearance Certificate Requirements			
T2.6	SBD4: Bidder's Disclosure			
T2.7	Authority for Signatory			
T2.8	Valid Proof of Registration of Entity And ID Documents of Directors etc			
T2.9	Valid Letter of Good Standing in terms of COID Act			
T2.10	Shareholders / Members / Partners Information			
T2.11	Record of Addenda to Bid Document			
T2.12	Declaration of Correctness of Bid			
T2.13	Non-Disclosure Agreement			
T2.14	Enterprise Questionnaire			
T2.15	a) Bank Letter b) Letter of Solvency			
T2.16	Dangerous Goods Requirements for: a) Driver b) Vehicle			
T2.17	Disposal Site Document			
T2.18	Functionality Criteria Response: Refer Table 3 for more details • Trade Reference Letters • Key Personnel: CVs, Proof of Qualifications & other supporting documents • Resource Proposal			
C1.1	Form of Offer and Acceptance			
C1.3	Insurance Commitment			
C2.2	SBD3: Pricing Schedules			