



TENDER DOCUMENT

FOR

THE CONTRACTOR APPOINTMENT FOR PLUMBING MAINTENANCE AT O.R TAMBO INTERNATIONAL AIRPORT

Tender Reference Number: ORTIA6952/2022/RFP

November 2022

Issued by

Airports Company South Africa
O.R Tambo International Airport

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document to which, all reference to the term “Bidder(s) / Tender(s)” then becomes synonymous with term “Contractor”.

VOLUME 1

NAME OF TENDERER:

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TENDERER'S DETAILS

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



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Part T1: Tender Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data



T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Contractor Appointment for the **Plumbing Maintenance at O.R Tambo International Airport**.

Only tenderers who are a CIDB contractor grading of **5 SO or higher** as stated on the Tender Data may submit tender offers. The CIDB grading is calculated annually.

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

The tenderers are to fulfil the following criteria:

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

Tender Document Availability

Electronic documents of the bid document will be made available on the National Treasury e-tender portal from **02 November 2022**. No bid documents will be available at the briefing session or from the employer.

Tender documents may be downloaded from the following websites:

www.etenders.gov.za

Kindly print and complete.

Enquiries

Queries relating to the issue of these documents may be addressed to Mr Motlhabane Molamu, E-mail address: motlhabane.molamu@airports.co.za



Enquiries will close on **Friday 25 November 2022 at 16h00.**

Bidders may not contact any ACSA employee on this tender other than those listed above. 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.

Any clarification question should be sent to Motlhabane Molamu at motlhabane.molamu@airports.co.za and response will be posted on the National Treasury e-tender website at www.etenders.gov.za for all potential bidders to have the same information and understanding

Compulsory Tender Briefing Session

- Briefing Date: **10th November 2022**
- Briefing Time: **12H00pm Noon (South African Standard Time)**
- Briefing Venue: **MEDIA ROOM (Next to the Post Office), O R Tambo International Airport.**

Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder at Mandatory Requirements stage.

Physical Tender Submission and Closing Date

- Tender Closing Date: **02nd December 2022**
- Tender Closing Time: **10H00am (South African Standard Time)**
- Tender Closing Venue: **Tender C, 3rd floor, Tender Office, ACSA offices, O R Tambo International Airport**

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

No late tenders will be accepted.

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

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

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



T1.2 Tender Data

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

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

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Retournables Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2a Contract Data Provided by Employer</p> <p>C1.2b Contract Data Provided by Consultant</p> <p>C1.3 Occupational Health and Safety Agreement</p> <p>C1.4 ACSA Insurance Requirements</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Pricing Data</p> <p>Part C3: Scope of Work</p> <p>C3.1 Description of the Works</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 ACSA Special Requirements at an Operational Airport</p> <p>C4.3 ACSA Environmental Policy</p> <p>C4.4 Environmental Management System</p> <p>C4.5 ACSA Services and Maintenance Contractors Terms to Commence Work</p> <p>C4.6 Baseline HIRA: ACSA Generic Hazard Assessment Part C1: Agreements and contract data</p>
C.1.4	<p>The Employer's Agent is: Motlhabane Molamu (SCM Representative)</p> <p>Email address: motlhabane.molamu@airports.co.za</p>



	All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process. <p>C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional</p>



	<p>information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>



C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p><u>Compulsory Tender Briefing Session</u></p> <ul style="list-style-type: none"> • Briefing Date: 10th November 2022 • Briefing Time: 12H00pm Noon (South African Time) • Briefing Venue: MEDIA ROOM (Next to the Post Office), O R Tambo International Airport. <p>Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder at Mandatory Requirements stage.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p>Submitting a tender offer</p>



	<p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p><u>Physical Tender Submission and Closing Date</u></p> <ul style="list-style-type: none"> • Tender Closing Date: 02nd December 2022 • Tender Closing Time: 10H00 AM (South African Standard Time) • Tender Closing Venue: Tender C, 3rd floor, Tender Office, ACSA offices, O R Tambo International Airport <p>No late tenders will be accepted.</p>



C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working/business days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>



C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>Opening of tender submissions</p> <p>Public opening of bids and price reading: Date: 02nd December 2022 Time: 10H00am Venue: Kudu Boardroom, 3rd floor, Tender Office, ACSA offices, O R Tambo International Airport</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. (check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>



C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> 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	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>



C.3.11	<p>Stage 1 Test for Responsiveness (as per clause C.3.8)</p> <p>Stage 2 Pre-Qualification Criteria</p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>The tenderers are to fulfil the following criteria:</p> <p>A. A tenderer having stipulated minimum B-BBBEE status level of contributor 1 or 2</p> <p>B. The bidder must subcontract a minimum of 30% of the value of the contract to one or a combination of specified EME or QSE as follows:</p> <ul style="list-style-type: none"> I. an EME or QSE which is at least 51% owned by black people; II. an EME or QSE which is at least 51% owned by black people who are youth III. an EME or QSE which is at least 51% owned by black people who are women IV. an EME or QSE which is at least 51% owned by black people with disabilities; V. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; VI. a cooperative which is at least 51% owned by black people; VII. an EME or QSE which is at least 51% owned by black people who are military veterans; VIII. an EME or QSE <p>The following documentation must be submitted for this evaluation stage. Failure to submit ALL documentation will result to disqualification:</p> <ul style="list-style-type: none"> • Main bidder valid sworn BBBEE affidavit or a certified SANAS accredited BBBEE certificate. In the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted (Please complete returnable document Form A3 for Joint Venture if applicable) • Proof of sub-contracting arrangement signed by the main bidder and the subcontractor • The percentage contract value reserved for the subcontractor • The subcontractor valid sworn BBBEE affidavit or a certified SANAS accredited BBBEE certificate <p>A tender that fails to meet any Pre-qualifying criteria stipulated above is NOT an acceptable tender and shall result in the immediate disqualification of the Bidder.</p> <p>The main bidder must submit the following subcontractor documentation prior to contracting if successful:</p> <ul style="list-style-type: none"> • The subcontractor must be registered in the Central Supplier Database (CSD) of the National Treasury and proof must be attached in the form of the CSD report. • The subcontractor's valid Tax clearance certificate or Pin must be provided.
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	<p>A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated</p> <p>Stage 3 Mandatory Administration Criteria</p> <ul style="list-style-type: none"> (a) Completed in full and signed Form of offer C1.1. (Found in the NEC 3 ECC Contract) (b) Only bidders who are a CIDB contractor grading of 5 SO or higher. (c) Bidders must complete in full and sign ACSA Terms and Conditions. Please refer to Form A13 (d) Letter of Good standing with workman's compensation commissioner COIDA (e) Bidder Disclosure Form (SBD 4). Please refer to Form A4 <p>Stage 4 Functionality Evaluation Criteria</p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability, and functionality.</p> <p>Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 60 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80/20 split). Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.</p>
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FUNCTIONALITY EVALUATION BREAKDOWN

No .	Description of Functionality Criteria *live and operational environment shall mean a commercial building refurbishment project where the building remains operational during the construction work.	Maximum Evaluation Points	Minimum Threshold
1	<p>Key Personnel Experience: Key personnel for the projects:</p> <p>1.1 Contract Manager</p> <p>1.1.1 Contract Manager Experience</p> <p>Experience in plumbing maintenance in an operational environment. E.g Malls, Train stations, Taxi ranks, schools, Hospital, Office buildings etc.</p> <ul style="list-style-type: none"> • More than 8 years' experience [10 points] • 5 – 8 years' experience [6 points] • Less than 5 years' experience [0 points] <p>1.2 Artisan 1</p> <p>1.2.1 Artisan Experience</p> <p>Experience in plumbing maintenance in an operational environment. E.g Malls, Train stations, Taxi ranks, schools, Hospital, Office buildings etc.</p> <ul style="list-style-type: none"> • More than 5 years' experience [10 points] • 3 – 5 years' experience [6 points] • Less than 3 years [0 points] <p>1.3 Artisan 2</p> <p>1.3.1 Artisan Experience</p> <p>Experience in plumbing maintenance in an operational environment. E.g Malls, Train stations, Taxi ranks, schools, Hospital, Office buildings etc.</p> <ul style="list-style-type: none"> • More than 5 years' experience [10 points] • 3 – 5 years' experience [6 points] • Less than 3 years [0 points] <p>Artisan 3</p> <p>Artisan Experience</p> <p>Experience in plumbing maintenance in an operational environment. E.g Malls, Train stations, Taxi ranks, schools, Hospital, Office buildings etc.</p>	10	6
		10	6
		10	6



AIRPORTS COMPANY
SOUTH AFRICA

<ul style="list-style-type: none"> • More than 5 years' experience [10 points] • 3 – 5 years' experience [6 points] • Less than 3 years [0 points] <p>(CVs of key personnel listed above must be attached clearly indicating experience in a plumbing maintenance service in a live environment and copies of qualifications).</p> <p><u>Key Personnel Proof of qualification:</u></p> <p>Contract Manager Qualifications</p> <ul style="list-style-type: none"> • Grade 12 and B Tech technical qualification and above = [10 Points] • Grade 12 and any National Diploma technical = qualification [6 points] • No qualification / Matric only = [0 points] <p>Artisan 1 Qualifications</p> <ul style="list-style-type: none"> • Matric/ equivalent and trade test in plumbing and registered with PIRB = [10 points] • Trade test in plumbing and registered with PIRB = [6 points] • No Matric, trade test and no registration with PIRB = [0 points] <p>Artisan 2 Qualifications</p> <ul style="list-style-type: none"> • Matric /equivalent and trade test in plumbing = [10 points] • Trade test in plumbing = [6 point] • No Matric and trade test = [0 points] <p>Artisan 3 Qualifications</p> <ul style="list-style-type: none"> • Matric /equivalent and trade test in plumbing = [10 points] • Trade test in plumbing = [6 point] • No Matric and trade test = [0 points] 	<ul style="list-style-type: none"> • More than 5 years' experience [10 points] • 3 – 5 years' experience [6 points] • Less than 3 years [0 points] 	<p>(CVs of key personnel listed above must be attached clearly indicating experience in a plumbing maintenance service in a live environment and copies of qualifications).</p>	<p>10</p>	<p>6</p>
			<p>10</p>	<p>6</p>
			<p>10</p>	<p>6</p>
			<p>10</p>	<p>6</p>
			<p>10</p>	<p>6</p>



2	<p><u>Previous Company Experience:</u></p> <p>Proof of Plumbing Maintenance Services completed in a live and operational environment.</p> <ul style="list-style-type: none"> • More than five years' experience [20 points] • 3-5 years' experience [12 points] • Less than 3 years' experience [0 points] <p>(Certificate(s) of Completion AND / OR signed Client Reference Letter(s) and must include the <u>Scope of Work</u> and <u>contract duration</u>). Appointment / award letters and on-going projects will not be accepted.</p> <p>Failure to submit the above will lead to disqualification.</p>	20	12
Grand Total		100	60

	<p>Stage 5 Determine acceptability of preferred tenderer:</p> <p>Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> • Unduly high or unduly low tendered rates or amounts in the tender offer; • Contract data provided by the tendered; or • The contents of the tender returnable which are to be included in the contract. <p>Stage 6 Price and BBBEE (80/20)</p> <p>(a) Tenderers will be evaluated and adjudicated by the Employer using "The 80/20 preference point system" which awards points on the basis of:</p> <ul style="list-style-type: none"> • The Tendered price (as per form of offer) – 80% • BBBEE – 20% <p>(b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.</p>
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The 80/20 preference points system for acquisition of services, works or goods with a Rand value below R 50 million

The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included):

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

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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 exist, justifying an award to another bidder or ACSA splits the award or cancels the tender, etcetera. The pricing schedule to be completed.



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



Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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



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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- a) **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.
- b) **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.
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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



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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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



tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.



C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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



C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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



C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall



state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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



C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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



C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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



C.3.4 Opening of tender submissions

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

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

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 Were 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:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- 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

T2.1 List of Returnable Documents

T2.2 Returnable Schedules



T2.1: List of Returnable Documents

The tenderer must complete the following returnable documents:	Completed (tick)
1 Returnable Schedules required for tender evaluation purposes only	
A1: Record of Addenda to Tender Documents	
A2: Certificate of Authority for Signatory	
A3: Certificate of Authority for Joint Ventures (where applicable)	
A4: SBD 4: Declaration of Interest	
A5: SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	
A6: SBD 6.2: Declaration certificate for local production and content for designated sectors	
A7: SBD 9: Certificate of Independent Bid Determination	
A8: Schedule of the Tenderer's Recent Experience related to this Maintenance Contracts / Projects	
A9: Schedule of Current Commitments	
A10: Bidders must be registered on CSD (Central Data Base from National Treasury)	
A12: Bidder ownership structure	
A13: ACSA's Terms and Conditions of Bid	
2 Other documents required for tender evaluation purposes only	
B1: Proof of registration for Bidder's Letter of Good Standing with the Workers Compensation Commission	
B2: Proof of relevant valid Construction Industry Development Board registration	
B3: Tax compliance status pin certificate issued by the South African Revenue Services.	
B4: An original Bank Letter of good financial standing (Bank Rating) for the tender sum	
3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
C1: Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C3: B-BBEE Verification Certificate	
C4: CV's of key personnel	
C5: Qualifications of key personnel	
C6: Preliminary Health & Safety Plan	
C7: Safety and Fire Rules	
C8: Occupational Health and Safety Questionnaire	
C9: Schedule of Information to be provided by Tenderer	
C10: Proposed Amendments and Qualifications	
C11: Resource Plan for Plants and Equipment	
C12: Subcontracting Arrangement	
C13: Subcontracting percentage	
C14: Subcontractor CIPC registration and IDs	
C14: Company Reference letters	



The tenderer must complete the following returnable documents:		<u>Completed</u> <u>(tick)</u>
4	C1 Agreement and Contract Data	
5	C2 Pricing Data	

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not.

Validity of submitted information:

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed



FORM A1: Record of Addenda to Tender Document

This is to certify that:

The Bidder confirms that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A2: CERTIFICATE OF AUTHORITY OF SIGNATORY

This is to certify that:

The signatory has been duly authorised to sign all documents in connection with this tender and any contract which may arise therefrom on behalf of the Bidder.

An example is shown below:

"By resolution of the board of directors taken on 20
 Mr/Ms
 has been duly authorized to sign all documents in connection with this tender and
 any contract which may arise therefrom on behalf of
 (Block capitals)

 Signed on behalf of Company:
 In his/her capacity as:
 Date:"

Signatory of Authority:

Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

Attach:

- Annual Financial Report
- Company Documents



FORM A3: Certificate of Authority for Joint Ventures (where applicable)

This Returnable Schedule is to be completed only by joint ventures in addition to Form A3 for each JV member.

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.

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A4: SBD 4 – BIDDER'S DISCLOSURE

1. URPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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.



- 2.3 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.

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

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.



COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



form A5: 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, TENDERERS 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 The value of this bid is estimated **to not exceed R50 000 000** (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) 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 CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors



(IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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 regarding preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 1.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid



documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.



4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).



8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION REGARDING COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?



9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES	
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS



FORM A6: SBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (where applicable)

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

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

1. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Ra# on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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



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

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

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

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

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



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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



FORM A8: SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:



(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting



Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position
Js914w 2

.....
Name of Bidder


FORM A9: Schedule of the Tenderer's Recent Experience related to this REFURBISHMENT contract

The following is a statement of similar work successfully executed over the past 5 years:

No.	Project/Contract	Client	Start Date (M/Y)	Duration (months)	Contact Person and Number	Value of work

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED



--	--	--	--	--	--	--

(Attach additional information to this page)

Note: When completing the above schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F3.8

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A10: SCHEDULE OF CURRENT COMMITMENTS

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

No.	Project/Contract	Client	Contact Person and Number	Start Date (M/Y) and End Date	Duration (months)	Value of work

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED



Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form A11: Registration on the national treasury central supplier database

This is to Certify that:

The Bidder's is registered with the Department of National Treasury's Central Supplier Database.

Please attach proof of valid registration on CSD to this page.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM a12: BIDDER OWNERSHIP STRUCTURE

Name of Entity	Black Ownership Percentage

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form 13: ACSA TERMS AND CONDITIONS

This RFP is open to South African Registered Bidders and overseas. All legal requirements for tax and customs must be observed and the cost is for the bidder.

ACSA reserves the right to award the contract on the basis of RFP submitted or to negotiate at the option of ACSA terms and conditions suitable to this RFP; and by submission of its RFP the proposer agrees to be legally bound thereby if its RFP is accepted by ACSA.

ACSA or its duly appointed representatives shall be the sole adjudicators of the RFP s received. The decision shall be final and **no discussion or correspondence regarding the reason for the acceptance or rejection of any RFP will be furnished except as required by law.**

ACSA shall not be liable for any expense incurred by any proposer in the preparation and submission of its RFP.

If the RFP has been awarded on the strength of information furnished by a proposer, which information proves to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

- (a) Recover from the relevant proposer all costs, losses or damages incurred by it as a result of the award and/or
- (b) Cancel the award of the RFP and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favorable arrangements.

If a written contract has been concluded between the parties and ACSA exercises the right to cancel such contract, the proposer shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation and having to make alternative arrangements. ACSA shall furthermore have the right to recover such losses, damages or additional costs by means of set off against monies due or which may become due to the proposer in terms of the said contract. Otherwise ACSA may process a claim in terms of a performance bond provided for due fulfillment of the contract by the proposer. Until such time as the amount of such losses, damages or additional costs have been determined, ACSA shall retain such monies for any loss or damage, which ACSA may suffer or has suffered.

If ACSA and the successful proposer fail to enter into and execute a formal written contract within thirty (30) days of the award as a result of the proposer's failure to comply with the representation made in his/her RFP , then the RFP may be deemed null and void. ACSA' s aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages.

ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalization of the contract between the parties and shall not be liable to any proposer or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All RFP s are submitted at the entire risk of the proposer.

All agreements arising from RFP s submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA in accordance with applicable laws and policy.

ACSA reserves the right **to postpone the closing date for submission** of RFP s or to withdraw the RFP at any time.

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PLUMBING MAINTENANCE SERVICES

Works must be executed in the name of the business actually tendering to perform the supply, installation and maintenance, and if awarded the contract it must be signed by an authorised representative of the proposer. In the case of a joint venture or partnership, evidence of such authorisation from all members must be included. In the case of a joint venture RFP, officers authorised by both entities must sign the RFP form. The address and telephone numbers of the proposer must appear in B-BBEE Vendor form

The foreign exchange values for the imported content shall be indicated in the country of source and in US Dollar. The exchange rates used in calculating the SA Rand value must be clearly stated in the Schedule of rates, in the RFP.

The following is of utmost importance to ensure the smooth and efficient payment of invoices:

- ✓ Ensure that a proper procurement process was followed, and a PO number is obtained before any goods are delivered or services are rendered.
- ✓ The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you STILL need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.
- ✓ An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier and will not be forwarded to the SSC for processing.
- ✓ Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered, or the service rendered.
- ✓ Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to invoices.acsa@airports.co.za. The original invoice should not be handed to business.
- ✓ Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.
- ✓ Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- ✓ Payment by means of electronic funds transfers.
- ✓ At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques anymore.
- ✓ Invoices will be paid on the last working day of the month following the invoice date e.g., if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- ✓ Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to suppliers@acsa.co.za in order to ensure that your payment is made in time.
- ✓ If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:
 - Email a copy of a cancelled cheque to suppliers@acsa.co.za as proof of your banking details

The RFP Submission shall be in English.

Binding Arbitration Provision

It is a condition of participation in this RFP process and the proposer and ACSA agree that should any dispute or difference arise between any proposer and ACSA:

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under.
- Concerning any aspect of the RFP process to anything done or decided there under or
- Concerning the validity of the award of the RFP to any proposer or the failure to award same to any proposer, then such dispute or difference shall be finally resolved by arbitration.

Such arbitration shall be by a single arbitrator who shall be:

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

RFP Acceptance

- ACSA reserves the right to reject: -
 - a. Incomplete RFP s
 - b. Late RFP s
 - c. Conditional RFP s.
 - d. Non-compliant RFP s with one or more of the procedural and administrative criteria.
- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.
- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
- ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
- Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT	
ACCEPT WITH AMENDEMENT/S	
DO NOT ACCEPT	

COMPANY NAME _____

REPRESENTATIVE NAME AND SURNAME: _____

SIGNATURE _____

DATE: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM B1: PROOF OF REGISTRATION FOR CONTRACTOR'S WCA REGISTRATION

This is to certify that:

The Bidder is registered and is in good standing with a compensation insurer who is approved by the Department of Labour, in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993)

Please attach proof of registration.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM B2: proof of relevant valid construction industry development board registration

This is to certify that:

The Bidder is registered and has the minimum CIDB grading of **4 GB** or higher.

Please attach proof of CIDB registration.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM B3: Tax compliance status pin certificate issued by the South African Revenue Services

This is to certify that:

The Bidder's Tax Matters have been declared in order by the South African Revenue Services. In the event of a Joint Venture, each member shall comply with this requirement.

Please attach an valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services.

If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance certificate in their personal capacities.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM B4: AN ORIGINAL BANK LETTER OF GOOD FINANCIAL STANDING
(BANK RATING) FOR the TENDER SUM****This is to certify that:**

The Bidder is in Good Financial Standing for the Tender Sum.

Information to be included in bank letter of good financial standing:

Bank Report on : (Tenderer's Name)

Account No :

Bank :

Bank Code :

Amount : (Tender value)

Duration : 6 months

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)**() A UNDOUBTED FOR ENQUIRY****() B GOOD FOR AMOUNT QUOTED****() C GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS****() D FAIR TRADE RISK****() E FIGURE CONSIDER TO HIGH****() F FINANCIAL POSITION UNKNOWN****() G OCCASIONALLY DISHONOURED****() H FREQUENTLY DISHONOURED**

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C1: 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: 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 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are 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, 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: _____

Confidential

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PLUMBING MAINTENANCE SERVICES

Name: _____

Position: _____

Bidder: _____

FORM C2: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature, extent and approximate value of work to be sub-contracted	Previous experience with Subcontractor (attach details)

(Attach additional information to this page)

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C3: Valid B-BBEE Certificate

The bid must include an original or certified copy of the B-BBEE verification certificate issued by a SANAS accredited ratings agency, or an IRBA Registered Accounting Practice or a Sworn Affidavit certified by the Commissioner of Oath.

The Preferential Procurement Regulations Part 3, section 11 (9) states that, "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Signed		Date	
Name		Position	
Tenderer			

(Attach proof to this page)

FORM C4: CV'S OF key personnel**Note to Tenderer:**

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Compulsory detailed CV's are required for the following:

- Contract Manager, who will be the Primary Person
- Artisan 1, 2 and 3

The full CV's are to be attached to the relevant pages and, in addition, the following summaries are to be completed for each of the above key personnel members.

CONTRACT MANAGER AND PRIMARY PERSON

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
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Commitment to the Project

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form C4: CV'S OF key PERSONNEL (CONT)**ARTISAN 1**

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form C4: CV'S OF key PERSONNEL (CONT)
ARTISAN 2

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form C4: CV'S OF key PERSONNEL (CONT)
ARTISAN 3

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: QUALIFICATIONS OF KEY PERSONNEL

Attach Copies of Qualifications for the CONTRACT MANAGER

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: QUALIFICATION OF KEY PERSONNEL (CONT)

Attach Copies of Qualification for the ARTISAN 1

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: CV'S OF KEY PERSONNEL (CONT)

Attach Copies of Qualifications for the ARTISAN 2

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
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FORM C5: CV'S OF KEY PERSONNEL (CONT)

Attach Copies of Qualifications for the ARTISAN 3

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

FORM C6: PRELIMINARY HEALTH AND SAFETY PLAN

Note to Tenderer:

When completing this schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Section T1.2, Clause F3.8.

(See Part 3 and 4, Occupational Health and Safety Specifications)

Attach a signed copy of the Plan to this page. Any Occupational Health and Safety certification by a recognised international body must be stated and proof attached.

Acceptance of ACSA's Terms and Conditions in terms of Occupational Health and Safety

I, _____ (name & surname)

of

_____ (company)

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

Signed: _____

On this date: _____ (dd/mm/yyyy)

At: _____

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C7: SAFETY AND FIRE RULES**SAFETY AND FIRE RULES FOR CONTRACTORS ON THE PREMISES**

- (i) 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.
- (ii) All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met.
- (iii) Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided prior to signing of the contract or commencement of work.
- (iv) The Contractor's Workmen's Compensation fees must be up to date. A copy of Contractor's WCA registration shall be produced on request. WCA Registration No. of the Contractor
- (v) The following areas in the company are declared as "HOT WORK PERMIT" areas:

AREA	PERSON RESPONSIBLE TO ISSUE PERMIT
All airside areas	Fire and Safety department
All basement areas	Fire and Safety department
All areas accessible to the public	Fire and Safety department
All enclosed areas	Fire and Safety department
The Terminal building	Fire and Safety department

Any process in the above-mentioned areas involving open flames, sparks or heat shall be authorised by the issue of a permit to work, obtained from the company officials designated as permit issuer for the relevant area. Any work done under the protection of a permit to work shall be in strict compliance with every prescription on the permit.

- (vi) Safety equipment shall be used where applicable, (e.g. safety goggles, boots, harness, etc.). The Contractor shall at his own expense provide such equipment, for his employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- (vii) All work shall be done during normal working hours, unless otherwise instructed or agreed in writing.
- (viii) All Contractor employees shall familiarise themselves with the existing emergency procedures and co-operate in any drills or exercises, which might be held. Emergency/fire equipment and extinguishers shall not be obstructed at any time.
- (ix) No person shall perform an unsafe/unhygienic act or operation whilst on the Company premises.
- (x) 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 prevent/ prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.
- (xi) The Contractor shall maintain good housekeeping standards in the area where he is working for the

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duration of the contract.

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

(Attach additional information to this page)

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C8: OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE

1.	OCCUPATIONAL HEALTH AND SAFETY POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have an Occupational Health and Safety Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy (attach to this form).		
1.2	Does an Occupational Health and Safety structure exist in your company?		
	Please provide details (attach to this form).		
1.3	Are senior and middle management actively involved in the promotion of Occupational Health and Safety?		
	Please provide details eg.		
	• Periodical work area inspection		
	• Regular Health and Safety meetings with personnel		
	•		
	•		
1.4	Are the Occupational Health and Safety responsibilities of managers clearly defined?		
	Please provide details:		
	•		
	•		
	•		
1.5	Are annual Occupational Health and Safety objectives included in your business plan?		
	Please provide an example:		
1.6	Is your company registered with the Compensation Commissioner? (COIDA Act)?		
	If so, please provide registration number:		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof (attach to this form).		
2.	OCCUPATIONAL HEALTH AND SAFETY TRAINING		
2.1	Is training provided to employees at the following stages?		
	• When joining the company		
	• When changing jobs within the company		
	• When new plant or equipment needs to be operated		
	• As a result of experience and feedback from accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	If so, please attach proof to this form.		
2.2	What formal Occupational Health and Safety training is provided specifically to		
	• First line supervisors		

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	<ul style="list-style-type: none"> Middle and top management 				
	Please describe:				
2.3	Are all employees (including sub-contractors) instructed as to the application of the rules and regulations?				
	When is this done and how is it achieved?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your Occupational Health and Safety advisor followed specific Occupational Health and Safety training?				
	Please list most recent courses:				
	•				
	•				
	•				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES				
3.1	Do you have a system for establishing Occupational Health and Safety specifications as part of the assessment of goods, materials and services?				
	Please describe:				
3.2	Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?				
	Please give examples of plant /equipment covered:				
	•				
	•				
	•				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				

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3.4	How is plant and equipment, which has been inspected, identified as being safe to use?		
3.5	Do you evaluate the Occupational Health and Safety competence of all sub-contractors?		
	Please describe how this is achieved and how the results are monitored:		
4.	OCCUPATIONAL HEALTH AND SAFETY INSPECTIONS		
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above:		
	•		
	•		
	•		
	•		
5.	RULES AND REGULATIONS		
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover:		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)?		
5.3	Do you have experience of project Occupational Health and Safety plans?		
	Please give examples of where these have been used:		
	•		
	•		
	•		
	•		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the employer?		

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6	RISK MANAGEMENT			
6.1	Have the following, involved in the execution of your work, been identified?			
	<ul style="list-style-type: none"> Hazards affecting health and safety? 			
	<ul style="list-style-type: none"> The groups of people who might be affected? 			
	<ul style="list-style-type: none"> An evaluation of the risk from each significant hazard? 			
	<ul style="list-style-type: none"> Whether the risks arising are adequately controlled? 			
6.2	Are these findings and assessments recorded?			
6.3	How often are they reviewed?			
	Please list the time frame e.g. years:			
6.4	For what processes/risk is personal protective equipment issued?			
	Process/Risk	Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?			
7	EMERGENCY ARRANGEMENTS			
7.1	How do you manage your arrangements for dealing with emergencies?			
	Are these communicated to your sub-contractors?			
7.2	What provision have you made for first aid? e.g. Trained First Aiders:			
7.3	What training do you provide to employees in Safety/Fire Fighting?			
	Please list institutions used for these training:			
	<ul style="list-style-type: none"> 			
	<ul style="list-style-type: none"> 			
8	RECRUITMENT OF PERSONNEL			
8.1	Are health and safety factors considered when hiring personnel?			
8.2	Are medical examinations carried prior to employment?			
	<ul style="list-style-type: none"> In all cases? 			
	<ul style="list-style-type: none"> Where type of work requires a medical examination? 			
8.3	Do you cover exit medical examination?			
8.4	How do you assess the competence of staff before an appointment is made?			
	e.g. via trade testing, reference checks:			
	<ul style="list-style-type: none"> 			
	<ul style="list-style-type: none"> 			
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS			

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9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy (attach to this form).		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy (attach to this form).		
9.3	Do you have a formal system for reporting situations/near misses etc?		
	Please provide a copy (attach to this form).		
9.4	Please provide the following statistics for the last five years:		
	YEAR 1	YEAR 2	YEAR 3
	YEAR 4	YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man days due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method:		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples:		
	•		
	•		
	•		
	•		

Declaration

I/wedeclare that the above information provided is correct.

Signed: _____

Date: _____

Name: _____

Position: _____

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Bidder: _____

FORM C9: Schedule of Information to be provided by Tenderer

1. Company details:

Registered Address:.....
Contact Person:
Telephone:
Fax

2. Shareholders:

Names/Percentages of holdings:

3. Bankers:

Bank:
Branch:
Account Number:

4. Turnover:

Approximate turnover for each of the past three years:

2018:
2019:
2020:

5. Management and Manpower Resources:

Supervisors:
Labourers:
Other:
Names of Supervisors to be allocated to this contract:

6. Construction Equipment (Value in R):

Value of equipment owned by the Company:
Own workshop/stores (location):

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C10: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

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PLUMBING MAINTENANCE SERVICES



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER REFERENCE NUMBER: ORTIA6952/2022/RFP

TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS AT OR TAMBO INTERNATIONAL AIRPORT

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR TAMBO INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

And

(registration Number:.....)

For THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS AT OR TAMBO INTERNATIONAL AIRPORT

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Employer's Service Information	[•]
Part C4 Site Information	[•]

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
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PART C1: AGREEMENTS AND CONTRACT DATA

Contents:	No of pages
C1.1 Contract cover page	[•]
C1.2 Form of Offer and Acceptance	[•]
C1.3 Contract Data provided by the Employer	[•]
C1.4 Contract Data provided by the Contractor	[•]

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PLUMBING MAINTENANCE SERVICES

PART C2: PRICING DATA

Contents:	No of pages
C2 Pricing Data Option A	[•]

PART C3: EMPLOYER'S SERVICE INFORMATION

Contents:	No of pages
C3 Employer's Service Information	[•]

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PLUMBING MAINTENANCE SERVICES

PART C4: SITE INFORMATION

Contents:	No of pages
C4 Site Information	[•]



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER REFERENCE NUMBER: ORTIA 6952/2022/RFP

**TITLE OF PROJECT: THE APPOINTMENT OF A
CONTRACTOR FOR THE PROVISION OF PLUMBING
MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS AT OR
TAMBO INTERNATIONAL AIRPORT**

C1.2 Form of Offer and Acceptance**Offer**

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

THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS AT OR TAMBO INTERNATIONAL AIRPORT.

The tenderer, 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.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and incur 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:

(in words)
.....Rand;

R.....(in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the *conditions of contract* identified in the Contract Data.

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PLUMBING MAINTENANCE SERVICES

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Service Information
Part C4	Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s) _____

Capacity _____

**for the
Employer**

Name & signature of witness _____
(Insert name and address of organisation)
Date _____

Schedule of Deviations

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

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PLUMBING MAINTENANCE SERVICES

By the duly authorised representatives signing this agreement, the Employer 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 returnable schedules, as well as any confirmation, clarification, or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013) ³	
10.1	The <i>Employer</i> is (name):	[Airport Company South Africa]
	Address	[OR TAMBO International Airport]
	Tel No.	[TBC]
10.1	The <i>Service Manager</i> is (name):	[TBC]
	Address	[OR Tambo International Airport]
	Tel	[TBC]
	e-mail	[TBC]
11.2(2)	The Affected Property is	[OR TAMBO International Airport]
11.2(13)	The <i>service</i> is	[Plumbing Maintenance Services]
11.2(14)	The following matters will be included in the Risk Register	[OHS Act and New Construction Regulation compliance.]
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see www.ecs.co.za

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[14 days]
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no additional data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[4] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>service period</i> is	[FIVE Years from The Starting Date] or when contracted funds are depleted, whichever comes first.
4	Testing and defects	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	Between the [15th] day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	(30 Days).
51.4	The <i>interest rate</i> is	(i) [The prime lending rate] percent above the publicly quoted prime rate of interest charged by [Nedbank] Bank for amounts due in Rands and Cents
6	Compensation events	(If the optional statement for this section is not used, no additional data will be required for this section)
No additional data		
7	Use of Equipment Plant and Materials	[Refer to C3.3]
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	[Refer to part C1.4]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	[Refer to Part C1.4]
83.1	The <i>Employer</i> provides these additional insurances	[Refer to Part C1.4]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	[Refer to Part C1.4]
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	[Refer to Part C1.4]

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	[Refer to section C1.4]
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	[Refer to section C1.4]
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	[Refer to Part C2]
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	[Johannesburg] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1.
X1.1	The <i>base date</i> for indices is	Price adjustment for inflation shall only take place on contract anniversary after negotiations between the parties to the contract.

	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages	If the Contractor produces substandard work the Employer can -insist the Contractor to corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or - accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil – Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	[The total of the Prices]		
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	[The total of the Prices]		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	[The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: Loss of or damage to the Employer's property, Defects liability, Insurance liability to the extent of the Contractor's risks death of or injury to a person; infringement of an intellectual property right]		
X18.5	The <i>end of liability date</i> is	[3] months after the end of the <i>service period</i>.		
Z	The <i>additional conditions of contract</i> are			
	AMENDMENTS TO THE CORE CLAUSES			
Z1	Interpretation of the law			
Z1.1	Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service</i>			

Manager, the, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Service: Delete core clause 20.1 and replace with the following:

Z2.1 The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

Z3. Other responsibilities: add the following at the end of core clause 27:

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date*.

Z3.2 The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service* Information or notified by the *Service Manager*, any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4. Termination

Z4.1 Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

Z5.2 The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6. Payment: Add the following at the end of core clause 51:

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

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

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

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**Z7.1** A change in law is defined as:**Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;**Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.**Z8. Performance Bond: The following amendments are made to clause X13:****Z8.1.** **Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c.ii of this Contract Data.**Z8.2.** **Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security**Z9. Limitation of liability: Insert the following new clause as Option X18.6:****Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.**Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.**ADDITIONAL Z CLAUSES****Z10. Cession, delegation and assignment****Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.**Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.**Z11. Joint and several liability****Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.**Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. *Employer's Step-in rights*

Z14.1. If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [4] weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2. The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z15. *Liens and Encumbrances*

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z16. *Intellectual Property*

Z15.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or the *Affected Property*.

Z15.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z15.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z15.5.1 the *Contractor's service*;

Z15.5.2 the use of the *Contractor's* Equipment, or

Z15.5.3 the proper use of the *Affected Property* on which the service is provided.

Z15.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”: “excluding disputes relating to termination of the contract”.**
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

Part C1.3 Contract Data**Part two – Data provided by the Contractor**

The conditions of contract are the NEC3 Term Service Contract (TSC), April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract (TSC) to which it mainly applies.

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No:	
	Email Address:	
	Represented by (Full Name):	
	Title:	
	Address:	
	Telephone No:	
	Email Address:	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

-
- | | | |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none">• Existing Services• Access to Site• Delay in supply of material and/or equipment• Progress of the works against the program |
|------|---|---|
-

Part C1: Agreements and Contract Data**C1.3: Occupational Health and Safety Agreement****OCCUPATIONAL HEALTH AND SAFETY MANDATARY AGREEMENT****AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)****OBJECTIVES**

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

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

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

The parties to this Agreement are:

Name of Organisation:
AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address:
Airport Company South Africa OR TAMBO International Airport

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATARY'S MAIN SCOPE OF WORK***Provision of Plumbing Maintenance Services for a Period of 5 years at the
OR TAMBO International Airport*****1. Definitions**

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA.
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates.
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA.
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations.
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended.
- "The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document 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.
- 4.2 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

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

- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

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

14. SUB CONTRACTORS

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement. (Not applicable on this contract)

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the

prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

23.3 The Mandatary shall be liable for all personal permit cost and parking permits for their vehicle.

24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

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

ACCEPTANCE BY MANDATARY

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

I a duly authorised 16.2 Appointee acting for and on behalf of

..... (company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

OHS ACT Appointment by Contractor

In terms of the Occupational Health and Safety Act (1993) Section 37(2) I,

..... on behalf of

(Contractor) hereby accept full legal responsibility for the actions of all persons employed by
..... (Contractor) to perform work in terms of this contract.

While such acceptance relieves the company of that responsibility, I undertake to respond to any information or direction from the company, aimed at improving or ensuring the safety and health of the persons mentioned above, or those affected by their actions.

I hereby acknowledge that I have read and understand the above rules and undertake to ensure all persons on this contract observe them.

Title Name

Signature

Date

Countersigned by company official

Title Name

Signature

Date

Part C1: Agreements and Contract Data**C1.4: ACSA Insurance Clauses****INSURANCE CLAUSES FOR OPEX CONTRACTS*****Summary of Terms and other Matters Applicable to Employer Provided Insurance*****Part 1:**

Notes to Schedule:

- The provision of insurance by the Employer does not limit the obligations, liabilities or responsibilities of the Contractor under this contract in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than Employer, Contractor and works where written in italics) have the meaning assigned to them in the relevant policy of insurance.
 - This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances: If this Insurance Schedule reflects the amount of any cover provided by the Employer to be higher than the amount required in the Contract Data, the Employer's obligation under this Contract is limited to the lower amount; and
 - If this Insurance Schedule provides for any cover which is not stated to be provided by the Employer in the Contract Data, the Employer's obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

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

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

- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences

consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.

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

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

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

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

- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision

shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- 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 enactments 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.
- d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.
 - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - A. be affected with Insurers and on terms approved by the Employer.
 - B. be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - C. submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
 - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may affect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

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

Part C1: Agreements and Contract Data**C1.5: ACSA Terms and Conditions of Bid**

This Request for Proposal (RFP) is open to all Bidders such as South African Registered businesses and firms based abroad. All legal requirements for tax and customs must be observed and the cost is for the bidder.

ACSA reserves the right to award the contract on the basis of RFP submitted or to negotiate at the option of ACSA terms and conditions suitable to this RFP; and by submission of its RFP the proposer agrees to be legally bound thereby if its RFP is accepted by ACSA.

ACSA or its duly appointed representatives shall be the sole adjudicators of the RFPs received. The decision shall be final and **no discussion or correspondence regarding the reason for the acceptance or rejection of any RFP will be furnished except as required by law.**

ACSA shall not be liable for any expense incurred by any proposer in the preparation and submission of its RFP.

If the RFP has been awarded on the strength of information furnished by a proposer, which information proves to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

- (a) Recover from the relevant proposer all costs, losses or damages incurred by it as a result of the award and/or
- (b) Cancel the award of the RFP and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.

If a written contract has been concluded between the parties and ACSA exercises the right to cancel such contract, the proposer shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation and having to make alternative arrangements. ACSA shall furthermore have the right to recover such losses, damages or additional costs by means of set off against monies due or which may become due to the proposer in terms of the said contract. Otherwise, ACSA may process a claim in terms of a performance bond provided for due fulfilment of the contract by the proposer. Until such time as the amount of such losses, damages or additional costs have been determined, ACSA shall retain such monies for any loss or damage, which ACSA may suffer or has suffered.

If ACSA and the successful proposer fail to enter into and execute a formal written contract within thirty (30) days of the award as a result of the proposer's failure to comply with the representation made in his/her RFP, then the RFP may be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages.

ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any proposer or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All RFP s are submitted at the entire risk of the proposer.

All agreements arising from RFP s submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees, or agents unless reduced to writing and signed by a duly authorised representative of ACSA in accordance with applicable laws and policy.

ACSA reserves the right **to postpone the closing date for submission** of RFP s or to withdraw the RFP at

any time.

Works must be executed in the name of the business actually tendering to perform the plumbing maintenance, and if awarded the contract it must be signed by an authorised representative of the proposer. In the case of a joint venture or partnership, evidence of such authorisation from all members must be included. In the case of a joint venture RFP, officers authorised by both entities must sign the RFP form. The address and telephone numbers of the proposer must appear in B-BBEE Vendor form

The foreign exchange values for the imported content shall be indicated in the country of source and in US Dollar. The exchange rates used in calculating the SA Rand value must be clearly stated in the Schedule of rates, in the RFP.

The following is of utmost importance to ensure the smooth and efficient payment of invoices:

- Ensure that a proper procurement process was followed, and a BPA (Blanket purchase agreement) number is obtained before any goods are delivered or services are rendered.
- The above BPA (Blanket purchase agreement) number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a BPA (Blanket purchase agreement) number. Even if you have a signed contract with ACSA, you STILL need a BPA (Blanket purchase agreement) number. Please ensure that you receive a BPA (Blanket purchase agreement) number from ACSA which you then can quote on all your invoices that relate to that contract.
- An invoice will only be accepted at the Contact Centre if it has an ACSA BPA (Blanket purchase agreement) number. Invoices without a BPA (Blanket purchase agreement) number will be returned directly to the supplier and will not be forwarded to the SSC for processing.
- Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered, or the service rendered.
- Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to invoices.acsa@airports.co.za and the service / contracts manager. The original invoice should not be handed to business.
- Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.
- Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- Payment by means of electronic funds transfers.
- At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques anymore.
- Invoices will be paid on the last working day of the month following the invoice date e.g., if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to suppliers@acsa.co.za in order to ensure that your payment is made on time.
- The RFP Submission shall be in English.

Binding Arbitration Provision

- It is a condition of participation in this RFP process and the proposer and ACSA agree that should any dispute or difference arise between any proposer and ACSA:
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under.
- Concerning any aspect of the RFP process to anything done or decided there under or
- Concerning the validity of the award of the RFP to any proposer or the failure to award same to any proposer, then such dispute or difference shall be finally resolved by arbitration.

Such arbitration shall be by a single arbitrator who shall be:

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

RFP Acceptance

- ACSA reserves the right to reject: -
 - a. Incomplete RFPs
 - b. Late RFPs
 - c. Conditional RFPs.
 - d. Non-compliant RFPs with one or more of the procedural and administrative criteria.
- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.
- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest

financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.

- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
 - ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
 - Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT		ACCEPT WITH AMENDEMENT/S		DO NOT ACCEPT	
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BIDDING ENTITY

REPRESENTATIVE NAME AND SURNAME:

SIGNATURE:

DATE:

PART C2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A

The conditions of contract**How work is priced and assessed for payment**

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

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
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(17) The Price for Services Provided to Date is the total of

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

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

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

Function of the Price List

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

Link to the Contractor's plan

Clause 21.4 states "The *contractor* provides information which shows how each item description on the price list relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

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

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

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

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

4 Hence the prices and rates tendered by the *contractor* in the *price list* are inclusive of everything necessary and incidental to providing the service in accordance with the service information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

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

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 The price list

The following Price list is provided “as-is” for pricing purposes, the bidder should refer to C3 (Service information) for activities that need to be priced. Only items listed in this price list may be billed to the Employer. ACSA will compensate for works done.

EMPLOYER: AIRPORTS COMPANY SOUTH AFRICA

DEPARTMENT: CIVIL MAINTENANCE

CONTRACT TITLE: Plumbing Maintenance

SCHEDULE OF QUANTITIES: SANS 1040

Item	Ref	Description	Unit	Qty	Rate	Amount R
A		SECTION A: GENERAL REQUIREMENTS	BROUGHT FORWARD			
A1	8.3.2.2	Establishment of facilities on the site				
		(a) Storage Sheds, Workshops & offices.	L Sum	1		
A2		Direct Costs incurred for Obtaining Permits for All Personnel, Equipment and Vehicle Permits				
	PS 1	(a) Actual Cost of Permits	Prov - Sum	1	30000	
	PS2	(b) Handling costs and profit in respect of subitem 1.1	%	3000	15%	
A3		Compliance with OHS Act Regulations (including COVID regulations)				

	PS3	(a) Submission and approval of Health and Safety file	L-Sum	1		
Section A		TOTAL CARRIED TO SUMMARY				0

Item	Ref	Description	Unit	Qty	Rate	Amount R
B		SECTION B: BLOCAKAGE ON SEWER LINE AND WASTE PIPES	BROUGHT FORWARD			
B1	PS	Unblocking Sanitary fixtures using conventional methods				
	PS1	(a) San ware WC Pans	No	25		
	PS2	(b) Basins	No	25		
	PS3	(c) San ware Preda Urinals	No	25		
	PS4	(d) Cleaner 'sink / Slop Hopper	No	25		
	PS5	(e) Kitchen Sinks	No	25		
B2	PS	Unblocking pipes using high pressure jetting				
	PS6	(a) 160mm dia HDPE soil pipes	No	15		
	PS7	(b) 110mm dia HDPE soil pipes	No	15		
	PS8	(c) 75 mm dia HDPE soil pipes	No	15		
	PS9	(c) 75 mm dia HDPE soil pipes	No	15		
B3	PS	Unblocking by removal of foreign material				
	PS10	(a) Sewer Submersible Pump	No	10		
B4	PS	<u>Full bores and gutters</u>				

	PS11	(a) Clear blocked full bores	No	10		
	PS12	(b) Clean out gutter per meters and remove debris from site	m	5		
	PS13	(c) Clean out down pipes and remove debris from site	No	10		
	PS14	(d) Pluvia Pipe system Fasteners	No	10		
	PS15	(e) Pluvia Pipe rain system downpipes 160mm -315mm	m	5		
	PS16	(f) Pluvia Pipe rain system downpipes 110mm -150mm	m	8		
	PS17	(g) Pluvia Pipe rain system downpipes 80mm -100mm	m	5		
	PS18	(h) Pluvia Pipe rain system downpipes 50mm -75mm	m	5		
	PS19	(i) Pluvia Pipe system Fasteners	No	10		
	PS20	(j) Pluvia Pipe rain system downpipes 160mm -315mm	m	5		
	PS21	(k) Pluvia Pipe rain system downpipes 110mm -150mm	m	8		
	PS22	(l)Pluvia Pipe rain system downpipes 80mm -100mm	m	5		
	PS23	(m)Pluvia Pipe rain system downpipes 50mm -75mm	m	5		
	B5 PS	<u>UNBLOCKING PIPE USING HIGH PRESSURE CLEANING</u>				
	PS24	(a) High pressure cleaning of pipes, sumps, channels. Pipe size various from 100mm up to 900mm	Hourly	15		

	PS25	(b) High pressure cleaning of waste pipes 50mm up to 150mm	Hourly	30		
	PS26	(c) High pressure cleaning of waste pipes 100mm up to 300mm	Hourly	30		
Section B		TOTAL CARRIED TO SUMMARY				

Item	Ref	Description	Unit	Qty	Rate	Amount R
C		SECTION C: REPAIRS	BROUGHT FORWARD			
C.1	SANS 10400	<u>WASTE PIPE REPLACEMENT</u>				
	A15	(a) Replace 40mm pipe in pipe ducts / service corridors	m	15		
	A15	(b) Replace 50mm pipe in pipe ducts/ service corridors	m	15		
	A15	(c) Replace 50mm pipe suspended in ceiling void (including removing and refitting p.m ceiling)	m	15		
	A15	(d) Replace 80mm pipe in duct/ service corridors	m	15		
	A15	(e) Replace 40mm brass I.E. Bend	No	15		
	A15	(f) Replace 40mm brass. I.E., junction	No	15		
	A15	(g) Replace 50mm brass. I.E., junction	No	15		
	A15	(h) Replace 80mm brass. I.E., bend	No	15		
	A15	(i) Replace 80mm brass. I.E. junction	No	15		
C.2		<u>TRAPS AND WASTE FITTINGS</u>				
	SABS 0400 PP2	(a) Replace 40mm c.p. bottle trap- Code 365	No	5		
	SABS 0400 PP2	(b) Replace 32 x 40mm c.p. bottle trap- code 345/40	No	5		
	SABS 0400 PP2	(c) Replace bidet bottle trap-code 335	No	5		

C.3		(d) Replace bath trap complete with overflow pipe (including chasing wall to gain access and making good to surface on completion – code 370	No	7		
	SABS 0400 PP2	(e) Replace basin waste fitting - Code 301	No	20		
	SABS 0400 PP2	(f) Replace 40mm waste fitting to sinks - Code 316	No	20		
	SABS 0400 PP2	(g) Replace 40mm waste fitting to bath - Code 310	No	7		
	SABS 0400 PP2	(h) Replace brass trap - Code VA 2. 302	No	7		
		(i) Replace 75mm c/p/ dome grating fixed to surface with epoxy -Code VA 3 .311	No	7		
	SABS 0400 PP2					
	PS1	(j) Western Precinct Traps	No	7		
	ASAQS	<u>COBRA / match the existing taps and mixers</u>				
		(a) Replace 15mm cobra pillar tap - Code 111	No	25		
	4377					

	4378	(b) Replace 20mm cobra pillar tap - Code 111	No	25		
	4374	(c) Replace 15mm cobra bib tap -Code 106	No	25		
	4375	(d) Replace 20mm cobra bib tap -Code 106	No	25		
	SABS 0400 PP2	(e) Replace 15mm cobra hose tap - Code 108 LK 15	No	25		
	SABS 0400 PP2	(f) Replace 20mm cobra hose tap - Code 108 LK 20	No	25		
	SABS 0400 PP2	(g) Replace 15mm cobra under wall stop cock - Code 138	No	25		
	SABS 0400 PP2	(h) Replace 20mm cobra under wall stop cock - Code 151	No	25		

	SABS 0400 PP2	(i) Replace 20mm cobra bath mixer - Code 151	No	20			
	ASAQS 4385	(j) Replace 15mm sink mixer - Code 166 /041 CA	No	20			
	SABS 0400 PP2	(k) Replace 15mm cobra single tap hole mixer Code 293	No	20			
	SABS 0400 PP2	(l) Replace shower arm - Code 028	No	20			
	SABS 0400 PP2	(m) Replace shower rose - Code 077	No	20			
	SABS 0400 PP2	(n) Replace shower rose - Code KP 2.6	No	20			
	SABS 0400 PP2	(o) Replace angle regulating valving c.p. - code 232-350	No	20			
	SABS 0400 PP2	(p) Replace 10mm extension tube 300mm. - code 1 x G/CP300	No	20			

	SABS 0400 PP2	(q) Replace 15mm elbow action mixer. - code 508	No	20		
	SABS 0400 PP2	(r) Replace flexible tubing. - Code 008/4C	No	20		
	SABS 0400 PP2	(s) Replace hand shower attachment - Code 283/15	No	20		
	SABS 0400 PP2	(t) Replace 15mm c.p. extension piece - Code 059	No	20		
	SABS 0400 PP2	(u) Replace 20mm c.p. extension piece - Code 059	No	20		
	SABS 0400 PP2	(v) Replace 20mm bath spout - Code 060/SF	No	20		
	SABS 0400 PP2	(w) Ream seating of 15mm or 20mm tap with reamer and replace tap washer	No	20		

	SABS 0400 PP2	(x) Replace Cobra trigger spray complete with attachments Code 27824SP	No	20		
	PS2	(y) Replace cobra electronic tap EL3000	No	20		
	PS3	(z) Replace cobra electronic tap EL3002	No	20		
	PS4	(aa) Replace cobra electronic tap EL- JOE	No	20		
	PS5	(ab) Replace cobra electronic urinal valve 3004	No	20		
	PS6	(ac) Replace cobra electronic tap EL300	No	20		
	PS7	(ad) Replace electronic internal urinal flusher round	No	20		

C.4		(ae) Replace electronic external urinal flusher round	No	20		
	PS8	(af) Replace electronic internal urinal flusher square	No	20		
	PS SABS 0400-PP2	(ag) Electronic swan tap	No	20		
	SABS 0400-PP2	(ah) Electronic tap	No	20		
	SABS 0400-PP2	(ai) Electronic Apollo conceal tap	No	20		
		REPLACE ELECTRONIC TAPS TO MATCH THE EXISTING				
	SABS 0400-PP2					
	SABS 0400 PP2	(a) Replace cobra electronic tap EL3000	No	20		
	SABS 0400 PP2	(b) Replace cobra electronic tap EL3002	No	20		
	SABS 0400 PP2	(c) Replace cobra electronic tap EL-JOE	No	20		
C.5	SABS 0400 PP2	(d) Replace cobra electronic urinal valve 3004	No	20		
	SABS 0400 PP2	(e) Replace ISCA electronic valves for urinals complete	No	20		
	ASAQS	<u>REPLACE BRASS GATE VALVE - COBRA CODE 1001/125 / MATCH THE EXISTING</u>				

C.6	6563	(a) Replace 15mm gate valve	No	15		
	6563	(b) Replace 20mm gate valve	No	15		
	6563	(c) Replace 25mm gate valve	No	15		
	6563	(d) Replace 40mm gate valve	No	15		
	6563	(e) Replace 50mm gate valve	No	15		
	6563	(f) Replace 80mm gate valve	No	15		
	6563	(g) Replace 100mm gate valve	No	15		
		<u>INSTALLATION OF COMPLETE FLUSH MASTERS</u>				
	SANS 1509	(a) Type F.J. 2.100	No	8		
	SANS 1509	(b) Type FJ8.102	No	8		
	ASAQS 4402	(c) Type F.J. 2.210	No	8		
	SANS 1509	(d) Type F.J. 4.203	No	8		
	ASAQS 4405	(e) Type F.M. 1.100	No	8		
	SANS 1509	(f) Type F.M. 3.402	No	8		
	SANS 1509	(g) Replace KF 3.412 toilet flush valve	No	8		
	SANS 1509	(h) Replace KM 1.00 metermaster valve	No	8		
	SANS 1509	(i) Replace KM2.301 mastermatic underwall valve	No	8		
	SANS 1509	(j) Replace KM2.200 mastermatic tap	No	8		
	SANS 1509	(k) Replace KF 8.112 flush valve	No	8		
	SANS 1509	(l) Replace FJ 6.001 urinal flush valve	No	8		

C.7	SANS 1509	(m) Replace KF3.402 flush valve	No	8		
	SANS 1509	(n) Replace KF 1.1.0 flush valve	No	8		
		<u>REPLACEMENT OF FLUSH PIPES TO FLUSH MASTERS</u>				
	SANS 198					
	SANS 198	(a) FJT 5.4 flush pipe	No	10		
	SANS 198	(b) FJT 5.5 flush pipe	No	10		
	SANS 198	(c) FMT 1.3	No	10		
	SANS 198	(d) Replace FMT 1.2 flush pipe	No	10		
	SANS 198	(e) Replace FMT 3.4 flush pipe	No	10		
	SANS 198	(f) Replace FJT 5.1 flush pipe	No	10		
	SANS 198	(g) Replace FJT1.1 flush pipe	No	10		
	SANS 198	(h) Replace piston to standard flush master - FM 8.30	No	10		
	SANS 198	(i) Replace piston to junior flush master - FJ 8.10	No	10		
	SANS 198	(j) Service standard flush master replace complete kit set and set water flow (in pipe ducts	No	10		
	SANS 198	(k) Replace control head part to flush master – Code FMC1.3	No	10		
	SANS 198	(l) Replace flush pipe connection elbow - FM 8.45	No	10		
	SANS 198	(m) Replace flush pipe connector - Code FM 8.20	No	10		
	SANS 198	(n) Replace flush pipe connector - Code FM 8.21	No	10		

	SANS 198	(o) Replace handle standard flush master -Code FMC 1.4	No	10		
	SANS 198	(p) Replace extended handle - Code FM 8.80	No	10		
	SANS 198	(q) Replace complete push-button assembly- Code FM 8.42 / CFMC1.6	No	10		
	SANS 198	(r) Replace handle for standard flush master- Code FMC 1.5	No	10		
	SANS 198	(t) Replace push fork for concealed type F/M- Code CFMR1-015	No	10		
	SANS 198	(u) Replace pushrod for concealed type F/M- Code CFJ 816	No	10		
	SANS 198	(v) Ease, adjust, replace `O` rings and springs to junior flush master push button and lubricate	No	10		
	SANS 198	(w) Ease, adjust, replace `O` rings and springs to standard flush master push button and lubricate	No	10		
	SANS 198	(x) Replace CFM 832 flush master headpart	No	10		
	SANS 198	(y) Replace complete push button to F/M junior - Code FJ 8.21	No	10		
	SANS 198	(z) Replace CFM 8.14 flush master nut	No	10		

C.8	SANS 198	(aa) Secure wall sleeve pipe for concealed type flush masters, adjust push button, adjust and align and secure flush master to wall	No	10		
	SANS 198	(ab) Replace CF58.24 captive link	No	10		
	SANS 198	(ac) Replace CFM 8.14 flush master nut	No	10		
	SANS 198	(ad) Secure wall sleeve pipe for concealed type flush masters, adjust push button, adjust and align and secure flush master to wall	No	10		
	SANS 198	(ae) Replace CF58.24 captive link	No	10		
	SABS 0400 PP2	(af) Replace electronic internal urinal flusher round	No	10		
	SABS 0400 PP2	(ag) Replace electronic external urinal flusher round	No	10		
	SABS 0400 PP2	(ah) Replace electronic internal urinal flusher square	No	10		
	SANS 1509	<u>SERVICING OF W.C. CISTERNS</u>				
	SANS 1509	(a) Replace complete brass beta valve- Code 770	No	10		
	SANS 1509	(b) Replace brass dropper pin	No	10		
	SANS 1509	(c) Replace brass connecting wire	No	10		

C.9	SANS 1509	(d) Replace brass ball valve - Code 715	No	10		
	SANS 1509	(e) Replace brass cistern handle and arm - Code 773	No	10		
	SANS 1509	(f) Replace flush pipe	No	10		
	SANS 1509	(g) Replace rubber cone	No	10		
	SANS 1509	(h) Complete service of W.C Cistern comprising of: Service ball and replace washer and adjust water level. Replace beta valve washer. Sand down beta washer seating and set handle and lubricate parts	No	10		
	SANS 1509	<u>REPLACEMENT OF W.C. PANS, CISTERNS.</u>				
	SANS 1509	(a) Replace Vaal Hibiscus suite	No	5		
	SANS 1509	(b) Replace Vaal porcelain cistern – Code 710011	No	5		
	SANS 1509	(c) Replace Vaal porcelain pan- Code 7720	No	5		
	SANS 1509	(d) Replace Vaal porcelain cistern – Code 710033	No	5		
	SANS 1509	(e) Replace Vaal “p” pan – Code 750100	No	5		
	SANS 1509	(f) Replace Vaal springbok automatic urinal cistern Code 1721	No	5		
	SANS 1509	(g) Replace Vaal Springbok slop hopper	No	5		
	SANS 1509	(h) Replace brass drip cock for urinal cistern	No	5		

C.10	SANS 1509	(i) Replace complete symphonic valve to urinal cistern	No	5			
	SANS 1509	(j) Remove orchid pan, replace flush pipe connector and reposition pan to wall	No	5			
	SANS 1509	(k) Replace Duravit urinal complete with trap	No	5			
	SANS 1509	(l) Replace Duravit wall mounted pan complete with brackets and Dutton A1 seat	No	3			
	PS10	(j) Replace Vaal Entice rimless BTW pan and seat 431300WH	No	3			
	PS11	(k) Replace Urinal Preda 116.074.00.1 complete with trap	No	3			
	PS12	(l) Replace stainless steel toilet pan – Code 356003	No	3			
	PS13	(m) Replace stainless steel toilet pan – code 352570	No	10			
	SABS 0400	<u>TOILET SEATS COVER</u>					
	SS5	(a) Replace heavy duty plastic double flap (Dutton) seat Type A1 Delux	No	50			
C.11	SANS 1509	<u>BASINS INSTALLATION</u>					

C.12	SANS 1509	(a) Replace Vaal Cameo complete with waste fitting (code 301) including chasing out old one, installing new basin using existing taps, securing new basin with mortar reconnection service and waste pipes and sealing surrounds with silicone sealer	No	5		
	SANS 1509	(b) Replace Vaal Flamingo basin (code 7060) including new waste fitting (code 301) and hangers. Existing taps and service pipe to be reused.	No	5		
	PS14	(c) Replace Euroeco basin mixer including chasing out old one, installing new basin using existing taps, securing new basin with mortar reconnection service and waste pipes and sealing surrounds with silicone sealer	No	5		
	PS15	(c) Model WB 001 wash hand basin on mild steel gallows brackets	No	5		
	SANS 10255	<u>HORIZONTAL OR VERTICAL GEYSERS TO BE REPLACED WITH KWIOT MEGAFLOW</u>				

C.13	Part 181	(a) Replace 150L geysers (in pipe ducts or ceiling voids) including all fittings and piping including removal of old geyser	No	5		
	Part 181	(b) Replace 200L geysers (in pipe ducts or ceiling voids) including all fittings and piping including the removal of old geezer	No	5		
		<u>REPLACE HYDROBOILS COMPLETE WITH CONNECTIONS AND ANGLE VALVE</u>				
	Part 18	(a) 5Lt Hydro boil kwikwot	NO	3		
C.14	SANS 10252- Part 1 and SANS 10254	<u>PRESSURE VALVES</u>				
	Part 1	(a) Replace latco 100 Kpa pressure control valve	No	5		
	Part 1	(b) Replace latco relief pressure control valve	No	5		
	Part 1	(c) Replace kwik flow pressure control valve	No	5		
	Part 1	(d) Replace T & P Master valve- Code PB 1.42	No	5		
	Part 1	(e) Replace 50mm braukman pressure reducing valve	No	5		
	Part 1	(f) Replace 40mm brass relief valve	No	5		

	Part 1	(g) Replace master flow pressure control valve	No	5		
	Part 1	(h) Sewrvice latco pressure valve	No	5		
	Part 1	(i) Service latco relief valve	No	5		
	Part 1	(j) Service closy valve, replace diaphragm, and piston and fitter assembly	No	5		
	Part 1	(k) Service master flow valve, replace diaphragm and piston assembly	No	5		
	Part 1	(l) Service 150mm ball valves and replace parts	No	5		
	Part 1	(m) Service Clayton Pressure Reducing and Sustaining valves	No	5		
	Part 1	(n) Replace diaphragms, sealing discs, disc retainers, springs etc	No	5		
	Part 1	(o) 100mm valve	No	5		
	Part 1	(p) 150mm valve	No	5		
	Part 1	(q) 200mm valve	No	5		
	Part 1	(r) 300mm valve	No	5		
	Part 1	(s) 40mm 1025CB spring loaded check valve	No	5		
	Part 1	(t) FJ6.000CP "Flush master Junior" urinal flush valve, FJT5.3 tailpipe and FM820 connector	No	5		
	Part 1	(u) FM 1.210 CP "Flush master" toilet flush valve with C-FM8.80 extended lever	No	5		
	Part 1	(v) 35mm PRV 214 brass pressure	No	5		

C.15		reducing valve including gauge				
	Part 1	(w) 40mm PRV 214 brass pressure reducing valve including gauge	No	5		
	Part 1	(x) 35mm PRV 214 brass pressure reducing valve including gauge	No	5		
	Part 1	(y) 50mm PRV 214 brass pressure reducing valve including gauge	No	5		
	Part 1	(z) 76mm PRV 204 brass pressure reducing valve including gauge	No	5		
	Part 1	(aa) 100mm PRV 204 brass pressure reducing valve including gauge	No	5		
	Part 1	(ab) 150mm Pressure reducing valve	No	5		
	Part 1	(ac) 200mm Pressure reducing valve	No	5		
	Part 1	(ad) 250mm Pressure reducing valve	No	5		
	Part 1	(ae) 300mm Pressure reducing valve	No	5		
	Part 1	(af) 350mm Pressure reducing valve	No	5		
	SANS 10252-Part 1 and SANS 10254	<u>BURST PIPE (Join pipes with Johnson couplings)</u>				
	Part 1	(a) 15mm Johnson coupling	No	15		
	Part 1	(b) 20mm Johnson coupling	No	15		

C.16	Part 1	(c) 25mm Johnson coupling	No	15		
	Part 1	(d) 32mm Johnson coupling	No	15		
	Part 1	(e) 40mm Johnson coupling	No	15		
	Part 1	(f) 50mm Johnson coupling	No	15		
	Part 1	(g) 80mm Johnson coupling	No	15		
	Part 1	(h) 100mm Johnson coupling	No	15		
	Part 1	(i) 200mm Johnson coupling	No	15		
	Part 1	(j) 250mm Johnson coupling	No	15		
	Part 1	(k) 300mm Johnson coupling	No	15		
	Part 1	(l) 350mm Johnson coupling	No	15		
	SANS 1200 DA (Small works)	<u>ELEVATED EPOSED GALVANISED PIPE REPLACEMENT</u>				
	SANS 1200 DA (Small works)	(a) Replace exposed 15mm pipe	m	8		
	SANS 1200 DA (Small works)	(b) Replace exposed 20mm pipe	m	8		
	SANS 1200 DA (Small works)	(c) Replace exposed 25mm pipe	m	8		
	SANS 1200 DA (Small works)	(d) Replace exposed 32mm pipe	m	8		
	SANS 1200 DA (Small works)	(e) Replace exposed 40mm pipe	m	8		
	SANS 1200 DA	(f) Replace exposed 50mm pipe	m	8		

C.17	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(g) Replace exposed 80mm pipe	m	8		
	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(h) Replace exposed 100mm pipe	m	8		
	(Small works) SANS 1200 DA (Small works)	(i) Replace exposed 150mm pipe	m	8		
	SANS 1200 DA (Small works)	<u>Galvanised PIPES REPLACEMENT UNDERGROUND</u>				
	SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(a) 15mm Galvanised	m	10		
	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(b) 20mm Galvanised	m	10		
	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(c) 25mm Galvanised	m	10		
	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(d) 32mm Galvanised	m	10		
	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(e) 40mm Galvanised	m	10		
	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(f) 50mm Galvanised	m	10		
	(Small works) SANS 1200 DA (Small works) SANS 1200 DA (Small works)	(g) 80mm Galvanised	m	10		
	(Small works) SANS 1200 DA (Small works)	(h) 100mm Galvanised	m	10		

C.18	(Small works) SANS 1200 DA	(i) 150mm Galvanised	m	10		
	(Small works) SANS 1200 DA	(j) 200mm Galvanised	m	10		
	(Small works) SANS 1200 DA	(k) 250mm Galvanised	m	10		
	(Small works) SANS 1200 DA	(l) 300mm Galvanised	m	10		
	(Small works) SANS 1200 DA	(m) Replace 300mm Galvanized pipe flanged table 16	No	10		
	(Small works) SANS 1200 DA	(n) Replace 350mm Galvanized pipe flanged table 16	No	10		
		<u>Gutter to be Manufacture from 2mm galvanized mild steel with 300mm lip with 2 or 4 bend</u>				
	SANS 52056					
	SANS 52056	(a) 200 x 200 x 200 x 200mm	Price per meter	20		
	SANS 52056	(b) 300 x 350 x 300mm	Price per meter	20		
	SANS 52056	(c) 420 x 350 420mm	Price per meter	8		
	SANS 52056	(d) 75 mm round x .5mm galvanized pipe	Per meter	8		
	SANS 52056	(e) 75mm outlet each	each	8		
	SANS 52056	(f) 75 pipe brackets	each	8		

C.19	SANS 52056	(g) 100mm round x .5mm galvanized pipe	Per meter	8		
	SANS 52056	(h) 100mm outlet	Per meter	8		
	SANS 52056	(i) 100mm pipe bracket	each	8		
	SANS 52056	(j) 150mm round x 1mm galvanized pipe	each	8		
	SANS 52056	(k) 150mm outlet	Per meter	8		
	SANS 52056	(l) 200mm round x 1mm galvanized pipe	each	8		
	SANS 52056	(m) 200mm outlet	each	8		
	SANS 52056	(n) 150 x 150 square x 1mm galvanized	Per meter	8		
	SANS 52056	(o) 150 x 150 outlet	each	8		
	SANS 52056	(p) 150 x 150 pipe bracket	each	8		
	SANS 52056	(q) 250 x 200 square x 1mm galvanized	Per meter	8		
	SANS 52056	(r) 250x200 outlet	each	8		
	SANS 52056	(s) 250 x 200 pipe bracket	each	8		
	SANS 52056	<u>Galvanised steel pipes</u>				
	SANS 52056	(a) 100mm Pipes	m	5		
	SANS 52056	(b) 100mm Pipes laid in and including trenches not exceeding 1m deep	m	5		
	SANS 52056	<u>Extra over galvanised steel pipes for steel fittings fittings to be galvanised</u>				
C.20	ASAQS 4538	(a) 100mm Elbow	No	5		

C.21	ASAQS 4538	(b) 100mm Bend	No	5		
	ASAQS 4539	(c) 150mm Flanged bend table 16	No	5		
	SANS 52056	(d) 250mm Flanged bend table 17	No	5		
	SANS 52056	(e) 100mm Flanged Tee table 16	No	5		
	SANS 52056	(f) 150mm Flanged Tee table 16	No	5		
	SANS 52056	(g) 200mm Flanged Tee table 16	No	5		
	SANS 52056	(h) 250mm Flanged Tee table 16	No	5		
		<u>Galvanised Steel pipes (light weight) with grooved ends and Klambon grooved couplings</u>				
	SANS 52056	(a) 200mm Pipes	No	5		
	SANS 52056	(b) 200mm Pipes laid in and including trenches not exceeding 1m deep	m	5		
C.22		<u>Extra over galvanised steel pipes with "Klambon" couplings for grooved steel fittings</u>				
	SANS 52056					
C.23	SANS 52056	(a) 200mm Elbow	No	8		
	SABS 0400	<u>SANITARY FITTINGS ("Citimetal" stainless steel)</u>				

C.24	A13	(a) Model WB 001 wash hand basin on mild steel gallows brackets	No	8			
	A13	(b) Series 300 sink and drainer 1200 x 460mm wide with one bowl	No	8			
	A13	(c) Replace stainless steel toilet pan – Code 356003	No	8			
	A13	(d) Replace stainless steel toilet pan – code 352570	No	8			
	A13	(e) Replace stainless steel oval A basin	No	8			
	A13	(f) Replace combination bed pan and wash up sink model EC6	No	8			
		<u>“Vaal”</u>					
	ASAQS 4289	(a) 560 x 405mm “Springbok 0112” lavatory basin	No	3			
	SANS 52056	(b) 590 x 420 “Sola 7019” lavatory basin	No	3			
	SANS 52056	(c) 560 x 455mm “Flamingo 700703” lavatory basin overflow attachments and waste union	No	3			
	SANS 52056	(d) Low level wc suite comprising " Klip 400000" pan with " Dutton" double flap heavy duty plastic seat and 9 litre cistern (710533) with flush pipe	No	3			
	ASAQS 4299	(e) " Lavatera" wall urinal with spreader and waste union	No	3			

		(flush valve elsewhere)				
	SANS 52056	(f) Slop hopper suite (2516) (flush valve elsewhere)	No	3		
C.25		<u>BOTTLE TRAPS</u>				
	ASAQS 4322	(a) 32mm Anti-vac bottle trap	No	30		
	ASAQS 4322	(b) 40mm Anti-vac bottle trap	No	30		
		(c) 50mm VA2.342 RB shower trap and VA3.334-4CP grating	No	30		
	PS16	(d) 32mm 345/50 CO bottle trap	No	30		
	PS17	(e) 40mm 365/50 CP bottle trap	No	30		
	PS18	(f) 40mm 360 CP bottle trap with C-362/1/2/3 tail pipe	No	30		
	PS19					
C.26		<u>Replace flanged cast iron valve</u>				
	SANS 10252-Part 1 and SANS 10254	(a) 250mm Valve 7-R140/16	No	5		
	SANS 10252-Part 1 and SANS 10254	(b) 350mm Valve 7-R140/17	No	5		
C27	SABS 0400	<u>SANITARY PLUMBING</u>				
	A13	(a) 50mm Pipes	m	8		
		(b) 50mm Pipes chased into brickwork	m	8		
	A13					

C.28	A13	(c) 50mm Pipes suspended exceeding 1m and not exceeding 2m below suspension level	m	8		
	A13	(d) 50mm Pipes laid in and including trenches not exceeding 1m deep	m	8		
	ASAQS	<u>Extra over UPVC, soil and vent pipes for fittings</u>				
	4416	(a) 50mm End cap	No	8		
	4417	(b) 40mm BSP adaptor	No	8		
	4417	(c) 50mm BSP adaptor	No	8		
	4418	(d) 50mm Reducer	No	8		
	4421	(e) 50mm Bend	No	8		
	4422	(f) 50mm Access junction	No	8		
				8		
C.30	SANS 10252-Part 1 and SANS 10254	<u>Class 34 PVC pipes with rubber ring joints</u>		8		
	Part 1	(a) 200mm Pipes	No	8		
		(b) 200mm Pipes laid in and including trenches not exceeding 1m deep	No	8		
	Part 1	(c) 200mm Pipes laid in and including trenches not exceeding 1m deep	m	8		
	Part1			8		
C.31	ASAQS	<u>Extra over class 34 PVC pipes with rubber ring joints for fittings</u>		8		
				8		
	4189	(a) 200mm x 160mm Taper pipe	No	8		

C.32	4421	(b) 200mm Access bend	No	8		
	4422	(c) 200mm Access junction	No	8		
	4192	(d) 200 x 160mm Access reducing junction	No	8		
	SANSA 10252-Part1	(e) 160mm Treaded adaptor	No	8		
	SANS 10252-Part 1 and SANS 10254	<u>Cast iron pipes with SSN couplings</u>		8		
	Part 1	(a) 100mm Pipes	m	8		
	Part 1	(b) 150mm Pipes	m	8		
		(c) 100mm Pipes suspended exceeding 1m and not exceeding 2m below suspension level exceeding 2m below suspension level	m	8		
	Part 1	(d) 100mm Pipes laid in and including trenches not exceeding 1m deep exceeding 1m deep	m	8		
	ASAQS 4185	(e) 150mm Pipes laid in and including trenches not exceeding 1m deep exceeding 1m deep	m	8		
C.34	ASAQS 4185 Part 1	(f) 200mm Pipes	no	8		
	ASAQS	<u>Extra overcast iron pipes with SSN couplings for fittings</u>				
	4416	(a) 50mm End cap	no	5		
	4416	(b) 100mm End cap	no	5		
	4416	(c) 150mm End cap	no	5		
	4189	(d) 150mm Taper pipe	no	5		

	4419	(e) 100mm Eccentric reducer	no	5		
	4419	(f) 150mm Eccentric reducer	no	5		
	4419	(g) 100mm "ABC" cleaning eye E in end of pipe	no	5		
	4419	(h) 150mm "ABC" cleaning eye E end of pipe	no	5		
	4160	(i) 100mm Bend	no	5		
	####	(j) 150mm Bend	no	5		
	4161	(k) 100mm Junction	no	5		
	4161	(l) 150mm Junction	no	5		
	4420	(m) 100mm Pan connector	no	5		
	4427	(n) 100mm Access pipe	no	5		
	4427	(o) 150mm Access pipe	no	5		
	4427	(p) 100mm Access bend	no	5		
	4428	(q) 150mm Access bend	no	5		
	4430	(r) 100mm Access junction	no	5		
	4430	(s) 150mm Access junction	no	5		
	4431	(t) 100 x 100 x 50mm Access reducing junction	no	5		
	4431	(u) 150 x 150 x 100mm Access reducing junction	no	5		
	4432	(v) 100mm Access double junction	no	5		
	4432	(w) 150mm Access double junction	no	5		
	4433	(x) 100 x 100 x 50mm Access reducing double junction	no	5		
	4428	(y) 200mm Access bend	no	5		
	4428	(z) 200mm Access Equal junction	no	5		
	4428	(aa) 200 x 200 x 100mm Access Junction	no	5		

C.35	4427	(ab) 200mm Access pipe	no	5		
	SANS 10252-Part 1 and SANS 10254	<u>Sundries</u>				
	SANS 10252-Part 1 and SANS 10254	(a) Wire balloon grating in top of pipe not exceeding 150mm diameter	no	8		
		(b) Cutting into side of existing inspection chamber for and connecting 150mm pipe, including inserting 150mm channel junction and making good concrete benching	no	8		
C.36	ASAQS 4625 SANS 10252-Part 1 & SANS 10254	(c) Testing waste pipe system	item	15		
	SANS 8772	<u>Class 10 HDPE type IV pipes</u>				
	SANS 8772	(a) 20mm Pipes	m	5		
C.37	SANS 8772	(b) 25mm Pipes laid in and including trenches not exceeding 1m deep	m	5		
		<u>Extra over class 10 HDPE type IV pipes for "Plasson" Fittings</u>				
	SANS 8772					
	SANS 8772	(a) 20mm Fittings	no	8		
	SANS 8772	(b) 25mm Fittings	no	8		

C.38	SABS 10400	<u>Class O Copper pipes with capillary couplings</u>				
	SS5	(a) 15mm Pipes	m	5		
	SS5	(b) 22mm Pipes	m	5		
	SS5	(c) 28mm Pipes	m	5		
	SS5	(d) 35mm Pipes	m	5		
	SS5	(e) 42mm Pipes	m	5		
	SS5	(f) 54mm Pipes	m	5		
	SS5	(g) 76mm Pipes	m	5		
	SS5	(h) 108mm Pipes	m	5		
		(i) 15mm Pipes chased into brickwork	m	5		
	SS5	(j) 22mm Pipes chased into brickwork	m	5		
	SS5					
C.39	ASAQS	<u>Extra over class O copper pipes for capillary fittings</u>				
	4551	(a) 15mm fittings	No	8		
	4551	(b) 22mm fittings	No	8		
	4551	(c) 28mm fittings	No	8		
	4552	(d) 35mm Reducer	No	8		
	SABS 10400 SS5	(e) 76 x 54mm Reducer	No	8		
	SABS 10400 SS6	(f) 76 x 42mm Reducer	No	8		
	SABS 10400 SS7	(g) 76 x 35mm Reducer	No	8		
	SABS 10400 SS8	(h) 108 x 76mm Reducer	No	8		
	SABS 10400 SS9	(i) 108 x 54mm Reducer	No	8		
	4553	(j) 35mm Elbow	No	8		
	4553	(k) 42mm Elbow	No	8		

	4554	(l) 35mm Tee	No	8		
	4554	(m) 42mm Tee	No	8		
	4554	(n) 54mm Tee	No	8		
	4554	(o) 76mm Tee	No	8		
	4554	(p) 108mm Tee	No	8		
	4555	(q) 35mm Reducing tee	No	8		
	4555	(r) 42mm Reducing tee	No	8		
	4555	(s) 54mm Reducing tee	No	8		
	SABS 10400 SS9	(t) 76 x 76 x 54mm Reducing tee	No	8		
	SABS 10400 SS10	(u) 76 x 76 x 35mm Reducing tee	No	8		
	SABS 10400 SS11	(v) 108 x 108 x 54mm Reducing tee	No	8		
	4556	(w) 35mm Threaded adaptor	No	8		
	4556	(x) 42mm Threaded adaptor	No	8		
	4556	(y) 54mm Threaded adaptor	No	8		
	4556	(z) 76mm Threaded adaptor	No	8		
	4556	(aa) 108mm Threaded adaptor	No	8		
	4559	(ab) 35mm Threaded union	No	8		
	4559	(ac) 42mm Threaded union	No	8		
	4559	(ad) 54mm Threaded union	No	8		
	4559	(ae) 35mm Threaded union	No	8		
	4645	(af) 54mm Flanged adaptor drilled to table D, including connecting bolts, gaskets, etc	No	8		
	4645	(ag) 76mm Flanged adaptor drilled to table D, including connecting bolts, gaskets, etc	No	8		

C.40	4645	(ah) 108mm Flanged adaptor drilled to table D, including connecting bolts, gaskets, etc	No	8		
	ASAQS	<u>Extra over class O copper for brass compression</u>				
	4563	(a) 15mm Fittings	no	10		
	4563	(b) 22mm Fittings	no	10		
	4563	(c) 28mm Fittings	no	10		
	4563	(d) 35mm Fittings	no	10		
	4563	(e) 42mm Fittings	no	10		
C.41	4563	(f) 54mm Fittings	no	10		
	SABS 0400	<u>Copper overflow and service pipes</u>				
	SS5	(a) 15mm Service pipe 350mm girth	Lm	10		
C.42	SS5	(b) 22mm Service pipe 350mm girth	Lm	10		
	4590	<u>Sundries</u>				
	SANS 10254	(a) Testing pipe system	No	15		
C.43	SANS 10254	<u>ELECTRIC WATER HEATERS / GEYSERS</u>				
		<u>"Kwikot"</u>				
	SANS 10254	(a) 50 Litre "Econoflo" floor/wall mounted electric water heater	No	8		
	SANS 10254	(b) 100 Litre "Econoflo" floor/wall mounted electric water heater	No	8		

C.44	ASAQS 4595	(c) 150 Litre "Econoflo" floor/wall mounted electric water heater	No	8		
	SABS040 0	TAPS, SONSORS, TOILETS, BASINS, pipe				
	A13	(a) Tap sensor	No	70		
	A13	(b) Tap no water /not releasing water	No	10		
	A13	(c) Urinal sensors	No	70		
	A13	(d) Western toilets trigger head	No	10		
	A13	(e) Toilet cistern flush muster	No	70		
	A13	(f) Seat cover hinges loose	No	10		
	A13	(g) Urinal, basin running water none stop	No	70		
C.45	A13	(h) Kitchen tap running none-stop	No	5		
	PS20	WATER METER SPARES				
		(a) Provision of Spares for Broken and/ or malfunctioning water meters	Prov Sum	1	100000	
C.45		(b) Handling Fee in respect of item 54,1	%	10000 0	15000	
	PS21	CLEANING AND INSPECTION OF WATER TANKS				
		(a) 43 kl Portable water tank	No	12		
		(b) 65 kl Portable water tank	No	12		
Section C		TOTAL CARRIED TO SUMMARY				0

Item	Ref	Description	Unit	Qty	Rate	Amount R
D		SECTION D: Routine maintenance	BROUGHT FORWARD			
D.1	SANS 50858	<u>GREASE TRAP</u>				
	SANS 50858	(a) RO 280 V NW 100 stainless steel grease trap (Domestic landside)	No	90		
	SANS 50858	(b) RO GT 500 stainless steel grease trap (International landside)	No	90		
	SANS 50858	(c) HB-GT 700 stainless steel grease trap (International airside)	No	90		
D.2	PS	<u>SERVICING OF PORTABLE TOILETS AND SEPTIC TANKS</u>				
	PS1	(a) Hiring of portable chemical toilet including weekly service on Monday, and Wednesday and Friday per portable chemical toilet.				
			No	130		

D.3	PS2	(b) Servicing of 5000L septic tank and disposal at an approved site. Servicing required every week on Monday, Wednesday, and Fridays.	No	220		
	A13	(c) Sludge cleaning in sumps and tunnels	No	60		
	PS	WATER METER READINGS AND REPORTING				
	PS3	(a) Monthly water meter reading and (150 water meters)	month	12		
Section D		TOTAL CARRIED TO SUMMARY				0

Item	Ref		Description	Unit	Qty	Rate	Amount R
E			SECTION E: Equipment & Plant	BROUGHT FORWARD			
E.1		PS1	Hiring of special tools an Equipment's				
			(a)Hiring of TLB	No	5		
			Hiring of jack hammer	No	5		
			(b) Hiring of submissible pump	No	5		
			(c) Heavy duty honey sucker for sludge removal	No	5		
			(d) Scaffolding up to 8m	No	5		
Section E			TOTAL CARRIED TO SUMMARY				0

Pricing list Summary: Annual Amounts

Section A	General Requirements	
Section B	Blockage sewer line and waste pipes	
Section C	Repairs	
Section D	Routine service maintenance	
Section E	Equipment and Plant	
Total Excluding Escalation and VAT - Carried to Final summary		

Price list Schedule – Final Summary

Item	Description		Annual Total Excluding VAT
1	Year 0 - 1		R
2	Year 1 – 2 (Plus 6% to total from year 0-1)		R
3	Year 2- 3 (plus 6% to total from total year 1-2)		R
4	Year 3-4 (plus 6% total from year 2-3)		R
5	Year 4-5(plus 6% total from year 3-4)		R
Total excluding VAT			R
Value added Tax -15%			R
Total including VAT carried to form of offer			R

C2.3 Pricing Instructions

C2.3.1 Measurement and payment shall be in accordance with the relevant provisions of the SANS 1200 as amended in the Scope of Works.

C2.3.2 The units of measurement described in the Price list are metric units. Abbreviations used in the Pricing Schedule are as follows:

%	=	percent
Qty	=	quantity
h	=	hour
kg	=	kilogram
kl	=	kilolitre
km	=	kilometer
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	meter
mm	=	millimeter
m ²	=	square metre
m ³	=	cubic metre
Lm	=	linear meter
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC Sum	=	Prime Cost sum
R/only	=	Rate only
L/sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Workday
PS	=	Project specific
Ref	=	Reference

C2.3.3 For the purpose of the Price list, the following words shall have the meanings assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS 1200 Standard Specification for repairs and maintenance plumbing.
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work for which the Service Provider tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.
Prov Sum:	An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units and of which the employer has set monies aside to cover the cost of that item.

C2.3.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

- C2.3.5 It will be assumed that prices included in the price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards)
- C2.3.6 The prices and rates in the pricing list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, transportation, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.3.7 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
- C2.3.8 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing list. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.3.9 The quantities set out in the pricing list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing list.
- C2.3.10 Reasonable compensation will be received where no pay item appears in the pricing list in respect of work required in terms of the contract and which is not covered in any other pay item.
- C2.3.11 The short descriptions of the items of payment given in the pricing list are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
- C2.3.12 All prices and rates entered in the price list must be **excluding** VAT. VAT will be added last on the summary page of the price list.

PART C3: EMPLOYER'S SERVICE INFORMATION**Plumbing infrastructure maintenance and servicing at O.R Tambo International airport (ORTIA).****C3.1.1 BACKGROUND:**

Maintenance of water related infrastructure is critical to ensure that the functioning of non-portable, wastewater, stormwater, and portable water at ACSA properties in and around the ORTIA precinct. This service information covers the services required for the maintenance of drainage related infrastructure, due to the nature of these services and airport operations, the contractor will be required to have a full-time presence on site at ORTIA, i.e., the contractor will be expected to be available 24 hours a day, 7 days a week, including weekends, public holidays including during the December builder's break. The contractor will be expected to keep stock of materials that will be required for various repairs to ensure that provision of the required services is not affected by closure of various suppliers during public holidays and December builder's break, the contractor is to note airport peak-time operations often fall on these holidays/builder's break.

The contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose, he shall, inter alia, provide and maintain sufficient signs, barricades, and guarding as may be necessary or required by the employer or by any act, regulation, or statutory authorities. All operations required in connection with the contract shall, as far as the provisions of the contract permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the contractor's rates.

Good safety and housekeeping practices will be entrenched in daily maintenance practices. The contractor will comply with all safety regulations prescribed by the employer (ACSA). It is the contractor's responsibility to know and understand the regulations. The service manager or ACSA's representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

The services in this contract shall be performed by "trained and qualified plumbers" or persons who works under adequate control of a trained plumber or approved competent person.

LOCATION OF SERVICES:

The required services are located in areas classified as either "airside" for which special applications and security procedures have to be undertaken in order to gain permission to access and work on this side, or "landside" which can be treated as publicly accessible, or access controlled but which is not bound by the special airside access and security conditions.

The works will be carried out in a "live" airport condition as such, some of the works will be carried out during airport working hours and some works will be carried outside airport operations hours where occupation cannot be given during working hours. The normal airport operational hours are Monday to Sunday 04H00 to 22H00.

Access to airside will only be granted to individuals, plant, vehicles, and machinery that has been granted permits to access the site, furthermore the contractor will require escort services to access all manoeuvring areas. The contractor is to note that only vehicles for the duration of the contract that are less than 7 years old will be allowed to enter the airside and only special equipment (such as honey suckers) not more than 12 years old will be allowed to enter the airside, in general the works will be located in the following areas:

The ORTIA precinct consist of the following areas:

- a. **Terminal Building:** Toilets, restrooms, all offices, check-in counters and common areas, permit office, charge office, plant rooms reservoir, suspended ceilings and roofs,

pipe shafts, pipes within the walls, gutters, down pipes, risers, plant rooms, full bores, hail protectors and geysers. Unblocking of sewer pits.

- b. **Multi story parking:** Toilets, offices, car rental offices, bus terminal, storm water drainage, and domestic water line, inlet and catch pits, storm water grids replacements and manhole cover and hydro boils.
- c. **Freight urgent building and Cargo Precinct:** All toilets, main water lines and service tunnel, underground pipes, suspended ceilings pipes, geysers all common area used by stakeholders.
- d. **Remote area:** underground reservoir outlets maintenance, underground bust pipe replacement super south gate ATNS gate, SAPS gate, North gate 2, toilets, General aviation gate and Jet centre gate, septic tanks, portable toilets, manholes, sewer cleaning, water leak detection. Precent 2A Acsa owned properties within and around the ORTIA precinct.
- e. **Fire station:** Toilets, restrooms, gym, garage, offices, elevated reservoir, main valves maintenance and closure.
- f. **Western precinct office building,** Toilets, offices, kitchens, underground parking, value isolations, water tanks refilling and monitoring. Boreholes maintenance, down pipes, and gutters, rainwater collection systems, irrigation water systems, underground storm water and sewer sumps, slosh room, taps and basin, etc.
- g. **Precinct 2 A All** buildings around the precinct which requires any plumbing maintenance repairs and installation or emergency repairs. The nature of work will be similar to all building works.

C3.1.2 DEFINITIONS:

AIRSIDE

The movement area of an airport, adjacent terrain and building or portions thereof, access to which is controlled, but excluding leased areas.

AIR TRAFFIC

Means all aircraft in flight or operating on the manoeuvring areas of an aerodrome.

LANDSIDE

The area of the airport to which the public has unrestricted access

NIGHTWORKS

Works that are scheduled to take place outside airport working hours i.e works from 23h00 to 05h00

BASIN

A sanitary fitting for rinsing or washing the hands

BATH

Sanitary fitting/fixture with full length bathtub with edge around the rim

BIDET

A sanitary fitting/ feature for washing nether parts of the body

BRANCH

A secondary pipe connecting to a main distribution or collection system

BRANCH-PIPE DISCHARGE

A branch pipe that carries soil water or wastewater to the stack

CISTERN

Water tank used to flush water into a Water Closet (WC Pan)/ toilet

DISCHARGE PIPE

A pipe that carries foul water from discharge fittings

DISCHARGE STACK**DRAIN**

A buried pipe that removes foul water from sanitary fittings to the sewer

DRAW OFF PIPE

A pipe carrying water to the tap

FLUSHING VALVE

A valve that supplies a precise quantity of water to flush a WC pan or Urinal, typical connected directly to water mains

FLUSH PIPE

Pipe connecting the cistern to a WC, Urinal or other sanitary fitting

FOUL WATER

Water that is contaminated with soil water, wastewater

GREYWATER

Water leftover from baths, showers, hand basins, sinks, this water does not contain any human faecal waste or chemical waste.

GULLEY

An inlet into a drainpipe situated on the floor of an area, e.g., floor inlets at Waste Bin Storage areas.

HEAT PUMP

A machine that uses vapour compression cycle for heating

SANITARY FIXTURE/FITTING

Receptable like a bath, WC pan, basin etc. to which water is permanently supplied to and from which wastewater or soil water is discharged

SANITARY GROUP

Combination of sanitary fixtures comprising of not more than one of each of a toilet pan, bath, shower and sink and either two was basins or one wash basin or one bidet

SEPTIC TANK

A tank designed to receive sewage and to retain it for such time, quantity, and manner as to secure adequate decomposition.

SEWER

Pipe or conduit which would normally be in the property of local authority, and which is used or intended to be used for the conveyance of sewage.

SEWAGE SUMP

SEWAGE

Wastewater, soil water, industrial effluent, and other liquid waste, flowing or stored either separately or in combination.

SOIL WATER

Discharge from soil fixtures, carried in sanitary pipework.

STACK

A vertical pipe to carry the main discharge from sanitary pipework or for its ventilations, branch pipes enter the stack at junctions, Stacks can be for soil water and or wastewater.

TRAP

A pipe fitting with a dip which stays filled with water, it prevents, smelly and un-healthy air from within the system from escaping through the sanitaryware

VENT PIPE

A vertical pipe from a high point on a building drain system carried above the roof, with an open top end, it allows air to flow into and out of sanitary pipework.

C3.1.3 EXTENT OF SERVICE:

Without limiting the extent of services required, the works in this contract will include:

- Replacement of damaged, wormed out or faulty Sanitary ware (including their components) .e.g. Taps, WC Pans Urinals, Flush masters .etc.
- Repairs of leaks on Irrigation Systems.
- Replacement or Repair of Hot water systems e.g., Geysers, Hydro boils, Pipes etc.
- Unblocking of waste disposal systems e.g., Toilets, Showers, Grease traps etc.
- Repairs and Maintenance of Grease Traps, Separator Systems
- Pipe or component burst repairs
- Servicing of valves, Tanks, Sanitary system components

- Unblocking, Clearance, Repairs and replacements of Full bores, Gutters, and Downpipes
- Leak detection and Sealing of Leaks
- Provision of Temporary mobile toilets
- Pipe tracing including underground tracing.
- Emptying and Disposal of Non-water borne waste sanitary systems e.g., septic tanks
- Sludge removal and Odour control in Sumps and Tanks
- Monthly meter reading and completion of Monthly service reports listing all activities undertaken, Staff attending to the works additional work performed and consumables used and submit this report to the service manager for approval.
- Daily/ Weekly inspections
- Cleaning and decontaminating of work areas before and after works.

C3.1.3 DESCRIPTION OF THE WORKS

The services in this contract shall be performed by “Trained Plumbers” or persons who works under adequate control of a Trained plumber or approved competent person. The works in this contract can be classified into three broad categories, Clearing Blockages, Repairs and Routine Servicing or Maintenance.

Routine Servicing or Maintenance.

The works in this category involve works will be done routinely, this work will either be in the form or routine inspections, preventative and corrective maintenance as described in the warranty requirements, legal or statutory requirements.

Daily or Weekly Inspections

The contractor shall conduct daily/ weekly inspections on Sanitary Fixtures in various buildings around the airport precinct, after the inspection the contractor shall complete the logs as per the table below and submit to them to the Service Manager, The frequency of the inspections will be daily for the main Terminal building and Weekly for the remote buildings, the service manager reserves the right to vary these frequency in order to ensure that the functioning of Sanitary Fixtures is maintained at levels expected by airport management.

URINALS	TIME	LOCATION	DESCRIPTION	ACTION	IN ORDER / REMARKS
Inspect and repair the flush master system/push button					
Check for leaks and repair					
Check for blockages and unblock					
Check for cracks on urinal pot and report					
Check for urinal gratings and traps, report and replace					
TOILETS					
Inspect the flush master system, report, and repair faults					
Check for toilet leaks @ pan connector and repair					
Check for cracks on toilet seat & pot, report and replace damaged					
Check for loose hinges and tightened them					
Check for blockages, report and unblock. Inject drain acid into urinals from time to time					

Check for flushing handles					
Check for actuator plates, report and replace damaged					
Report and replace stolen or damaged taps,					

HANDWASH BASIN	TIME	LOCATION	DESCRIPTION	ACTION	IN ORDER / REMARKS
Check flow of water pressure					
Check if tap/sensor is secure					
Check if tap/sensor is in good working order (batteries)					
Check condition of basin grating & trap					
Check flow for blockages on basin and unblock					
Inspect for any cracks and mounting conditions					
KITCHEN SINKS					
Check flow of water pressure					
Check if tap is secure and in good working order					
Check condition of sink grating & trap					
Check flow for blockages on basin					
Check mounting condition above					
Check for leaks on sink, hydro boil, and connection pipes Inspection of geysers, hydro-boils including all fittings, pipes, and other material					
SHOWER UNIT					
Check for blockage					
Check for water flow					
Check shower rose & arm					

Water Tank Cleaning and Inspections.

All steel water tanks shall be emptied, inspected, cleaned, and refilled every 3 years, the purpose of this inspection to ensure that there is no sludge build-up or defects such as corrosion inside the tank. The tanks shall be disinfected, and Chlorine tested after each cleaning operation.

PROVISION FOR DIRECT COSTS INCURRED FOR OBTAINING ALL PERSONEL, EQUIPMENT AND VEHICLE PERMITS:

This work item relates to the cost of obtaining work permits for obtaining permits for working on ACSA properties, contractor shall provide a schedule of key personnel to this Contract to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract. It is the contractor's responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site. The direct costs for obtaining permits shall be paid for in sub item 1.1 in the price list however the Contractor shall not be compensated for cost for labour/time spent in obtaining permits. An allowance must be made in the tendered rates in this regard.

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

Note that the Contractor will have no claim against ACSA if a permit request is refused or the Permit for is confiscated for non- compliance to the regulations, an illustrative list of permits required is provided below.

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
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Tools permit	All persons taking lap and tools 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.

2- This work item covers all requirements for complying with the requirements of local and national Occupational Health and Safety regulations (OHS Act No. 85 of 1993), ACSA Health and Safety regulations and Manual for working Airside -Volume 5 and Aviation Safety requirements. All the work related to this item shall be approved in the form of a safety file that will be submitted by the contractor and approved by ACSA, requirements for the Safety file are listed in section DDDD of this document. All works related to this item shall be paid for under Item 2.1 as described below.

C3.2: ENGINEERING

C3.2.1 DESIGN SERVICES

The main aim of this contract is to maintain the existing infrastructure in the “as built” condition, therefore it is envisaged that the following shall be applicable in respect of design services.

- (a) The **Employer** is predominantly responsible for the designs as shown on drawings and as built on site, to this effect, design changes on the maintained infrastructure shall be limited to those changes that are compliance driven or are necessitated by unavailability of spares or replacements parts.
- (b) The **Contractor** is responsible for the design of limited permanent works (as envisaged in (a) above and for the designs of the temporary Works, their compatibility with the permanent Works.
- (c) All design work shall be to the applicable designs standards as shown on the drawings
- (d) The **Contractor** shall provide the as-built drawings for all designed work.

C3.2.2 CONTRACTOR'S DESIGN BRIEF

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

C3.2.3 DRAWINGS

Available drawings will be made available to the successful bidder, the contractor is to note that some infrastructure/components might not have “as-built” drawings.

C3.3: CONSTRUCTION

C3.3.1 WORKS SPECIFICATIONS

C3.3.2 Applicable Standard Specifications

The applicable standard specification shall be SANS 1200: Standardized Specification for Civil Engineering Construction. The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on civil engineering contracts and may therefore cover items of work not encountered in this particular contract.

The Specifications for Sanitary ware and other equipment not covered by the Standard specification shall be as per manufacture's/ OEM's specifications or as per relevant standard listed in the applicable National and International Standards below

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

C3.3.3 Applicable National and International Standards

The Works must comply with certain National and International Standards. These include:

- SANS 1200: Standardized specification for Civil Engineering Construction

Part AA	General (Small works)
Part DB	Earthworks (Pipe Trenches)

Part L	Medium -Pressure pipelines
Part LB	Sewers
Part LD	Stormwater drainage
Part LF	Erf connection water

- SANS 10400: The application of the National building regulations

Part P	Drainage
Part Q	Non-water borne means of sanitary disposal
Part R	Stormwater disposal
- SANS 791: Unplasticized poly (vinyl chloride) (PVC-U) sewer and drainpipes and pipe fittings.
- SANS 1601:2017: Structured wall pipes and fittings of unplasticized poly (vinyl chloride) (PVC-U) for buried drainage and sewerage systems.
- SANS 967: Unplasticized poly (vinyl chloride) (PVC-U) soil, waste and vent pipes and pipe fittings
- SANS 746: Cast-iron pipes and pipe fittings for use above ground in drainage installations
- SANS 1835: Ductile iron pipes, fittings, accessories, and their joints, for use in high- and low-pressure systems for potable and foul water
- SANS 559: Vitrified clay sewer pipes and fittings.
- SANS 10252-1: Water supply and drainage for buildings Part 1: Water supply installations for buildings
- SANS 10252-2: Water supply and drainage for buildings Part 2: Drainage installations for buildings
- SANS 10254: The installation, maintenance, replacement, and repair of fixed electric storage water heating systems
- SANS 241-1: Drinking water Part 1: Microbiological, physical, aesthetic, and chemical determinants
- SANS 241-2: Drinking water Part 2: Application of SANS 241-1
- SANS 151: Fixed Electric storage heaters
- SANS 226: Water taps metallic bodies
- SANS 1480: Single Control Mixer Taps
- CIDB: Standard for Uniformity in Construction Procurement
- Occupational Health and Safety Act 183 (1993), Construction Regulations

C3.3.4 Particular (Project) Specifications

In certain clauses the Standard Specifications allow a choice to be specified in the Particular (Project) Specifications (C3.6) between alternative materials or methods of construction and for additional requirements to be specified to suit a particular Contract. Details of such alternatives or additional requirements applicable to this Contract are contained in the Particular (Project) Specifications (C3.6). It also contains some additional specifications required for this particular Contract.

C3.3.5 Certification by Recognized Bodies

Where required, Standards South Africa (SABS) must undertake the certification of items for inclusion in the Works.

C3.3.6 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

(a) General Conditions of Contract Referred to in the Standard Specifications

The general conditions of contract shall be NEC Term Service Contract (2013), all references to the General Conditions of contract in the Standard Specifications shall be superseded in this contract by the general conditions as stated in the NEC TSC 2013

C3.3.7 PLANT AND MATERIALS**a) Materials, Samples and Shop Drawings**

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

C3.3.8 CONSTRUCTION EQUIPMENT**a) Requirements for Equipment**

Where applicable, minimum requirements for equipment are specified in the Standard and Project specifications.

C3.3.9 PARTICULAR (PROJECT) SPECIFICATIONS (CIVIL)

The Standard Specifications provide, in certain clauses, for a choice to be specified in the Construction Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Specifications. It also contains some additional specifications required for this particular contract. The number of each clause and each payment item in Particular (Project) Specifications consists of the prefix PS.

MEASUREMENT AND PAYMENT**SECTION A-GENERAL REQUIREMENTS AND PROVISIONS****A1-PROVISION FOR DIRECT COSTS INCURRED FOR OBTAINING ALL PERSONEL, EQUIPMENT AND VEHICLE PERMITS:****(a) Actual Costs of Permits**

Provision of direct costs incurred for obtaining all personal and vehicle permits (i.e., safety induction, AVOP, inclusion of the necessary requirement for vehicles etc. to gain airside access, subject to the Service MANAGER's approval). The item will be paid upon provision of receipts. This item must include costs for vehicle permits, airside induction training, medicals, and personal permits.

NB: Acsa will not be liable for cost related to lost permits for any individuals or vehicle. That will be sole covered by the contractor including personal permit of their employees' personal vehicles.

Indicative costs (subject to change)

Airside induction R600
Airside Vehicle Operators Permit (AVOP) R600
Personnel Permit R345
Vehicle permit R1430
One day vehicle permit R55
Medicals will also be applicable for personnel driving on airside.

The unit for measurement for this item shall be Provisional sum (*Prov Sum must be defined in the Pricing Data*), this shall pay for the actual costs of obtaining the permits but shall not include handling fees or profits, this cost shall be paid for based on proven invoiced costs.

The unit for measurement for this item shall be Provisional sum (*Prov Sum must be defined in the Pricing Data*), this shall pay for the actual costs of obtaining the permits but shall not include handling fees or profits, this cost shall be paid for based on proven invoiced costs.

(b) Handling Costs in respect of sub item (a):

Upon submission of receipts / proof of cost incurred to obtain permits for personnel, equipment and vehicles, the contractor can invoice the incurred amount plus handling cost.

The unit for measurement for this item shall be % of the amount claimed under sub item (a) above (% must be defined in the Pricing Data), and it will be based on proven invoices of sub-item (a),

A2-COMPLIANCE WITH OHS ACT (including the Construction Regulations 2013)**(a) Submission and Approval of health and Safety File:**

The item will be paid upon ACSA's approval of the safety file and notification to the department of labour, including obtaining a work permit if applicable.

The unit for measurement for this item shall be Lump sum (*Lump Sum must be defined in the Pricing Data*), This Lump sum shall be paid in whole/or not upon approval of the safety file. This shall be a one-time payment for the duration of the contract. The tendered Lumpsum shall include all necessary work for the compilation, submission for approval of a detailed site safety file, these shall include all method statements that in compliance with various manuals, acts or relevant legislation.

SECTION B: BLOCKAGE ON SEWER LINE AND WASTE PIPES**B1 BLOCKAGE ON SEWER LINE AND WASTE PIPE**

Scope

Works these categories involves unblocking of various wastewater systems, these systems include soil pipes, urinal, basins, sinks and showers etc. The works will be completed using various methods e.g., Rodding, High Pressure water jetting, Plunging, Suction etc. Due to difference in equipment, tools or methods, works shall be measured on these 5 categories any other work of similar nature will be measured in a sub item that is performed similarly. After completion of the works, the drainage installations shall be pressure tested using air or sustained water pressure for high pressure pipe.

The pipe sizes to be unblocked range from 50mm diameter to 350mm diameter depending on their purposes, the approach to unblocking these pipes will be to use conventional methods like rodding or plunging, where the blockages are stubborn and with the permission of the service manager the pipes will be unblocked using high pressure water jetting.

Sanitary fixture types around the airport precinct vary, modern Sanitary fixtures are installed in various Airport offices and recently refurbished terminal buildings, while older types of Sanitary fixtures are installed in most remote/ older buildings, blockages on the Sanitary fixtures will mostly be resolved using plunging or de-assembling of the fixture to remove the blockages. Measurements and Payment for Blockages related works will be as per section C3.3 and the Price list.

1. Clear 40mm- 80mm pipes

40mm -80mm diameter pipes shall be unblocked using plungers, rodding or suction tools, care shall be taken not to damage or loosen pipe joints or fasteners during performance of this works, furthermore care shall be taken to ensure that the material causing the blockage is withdrawn from the pipe and not just loosed as it may clog or block the pipe downstream. Work measured under this item shall be works carried out in the pipe away from the sanitary ware e.g., pipes for Basins shall not include all pipes after the trap to the basin inlet.

Note majority of waste pipes are located in pipe ducts and ceiling voids above offices and/ or public areas special precautions to be taken to contain spillages especially in pressurised pipelines. The contractor should further note that access to some locations will be limited and will require special equipment e.g., ladders etc.

All unblocked pipes shall be approved by the service manager when completed and shall be tested using flood test method to ensure that the works are completed and satisfactory.

2. Basins and Sinks

This work item describes the works required for the unblocking the wash basin, this works covers cleaning and clearing of Basin for unblocking purpose and stripping the basin components for unblocking purpose, these works include stripping and cleaning of traps (Rubber, Bottle, PVC etc.), back nuts and any pipes leading to the discharge pipes. (NB All pipes from discharge pipes will be measured as per 3.1 above. All works related to unblocking of Basis as described above shall be paid for as per sub-item 3,2 Measurement and Payments and Price List

3. Urinal

This work item describes the works required for the unblocking the Urinal, these works covers cleaning and clearing of Urinals for unblocking purpose and stripping the Urinal components for unblocking purpose, these works includes stripping and cleaning of traps (Rubber, Bottle, PVC etc.), Waste Baskets and Any pipes leading to the Discharge pipes. (NB All pipes from discharge pipes will be measured as per 3.1 above. All works related to unblocking of Urinal as described above shall be paid for as per sub-item 3,3 in Measurement and Payments and Price List.

4. Showers and Baths

This work item describes the works required for the unblocking the drainage components of Shower Trays and Baths, these works cover cleaning and clearing of shower tray and bathtubs for unblocking purpose and stripping the Shower Trays and Baths components for unblocking purpose, these works include stripping and cleaning of traps (Rubber, PVC etc.), back nuts, Waste Baskets and Discharge

pipes up to Stack Pipes. (NB All Pipes from Shower and Bath Stack Pipes will be measured as per 3.1 above. These works include breaking of concrete or screed to access pipe junctions and connection. All works related to unblocking of Showers and Baths as described above shall be paid for as per sub-item 3,4 in Measurement and Payments and Price List.

5. WC Pans/ Toilets

This work item describes the works required for the unblocking the drainage components of WC Pans or Toilets, these works covers cleaning and clearing of WC Pan/Toilet for unblocking purpose and stripping the toilet seat components for unblocking purpose, these works includes stripping and cleaning of traps and Discharge pipes up to Stack Pipes. (NB All Pipes from Shower and Bath Stack Pipes will be measured as per 3.1 above. All works related to unblocking of Showers and Baths as described above shall be paid for as per sub-item 3,4 in Measurement and Payments and Price List.

B2 Unblocking pipes using high pressure jetting

Sanitary fixture types around the airport precinct vary in diameter, modern Sanitary fixtures are installed in various Airport offices, ducts, terminal and office public areas and recently refurbished terminals buildings, while older types of Sanitary fixtures are installed in most remote/ older buildings, blockages on the Sanitary fixtures will mostly be resolved using plunging or de-assembling of the fixture to remove the blockages. where the blockages are stubborn and with the permission of the service manager the pipes will be unblocked using high pressure water jetting. Measurements and Payment for Blockages related works will be as per section B2 (a)-(c) and the Price list

B3 Unblocking by removal of foreign material

(a) Sewer submersible pump

Scope

Sewer pumps in various sumps debris stuck around the various pumps' sizes will be manually removed to prevent pumps blockage. This will be conducted as preventive maintenance as and when its schedule. Payment of these item will be done the number of times the removal was conducted by the contractor as instructed by service manager.

B4-Full bores and gutters

Scope

Average length of full-bore pipes approximately 30m and mechanical drain cleaning to be used to clear blockage).

Cleaning of downpipes on adhoc biases (as and when required): Clean gutters, jet clean down pipes and drainpipes & gullies.

Maintenance- repairs and replace of downpipes and gutters.

This work item describes the works required for the unblocking and clearing inlets of Full bores and gutters, these works cover cleaning and clearing of debris and all obstacle on gutters and full bores. All works related to unblocking of box gutters, castile pipe, PVC pipes and sewer line as described above shall be paid for as per sub-item (a) to (c).

No majority of full bores and gutters are located on the roofs and plant roofs, where the other services running on the same areas, as well offices and public spaces operational. Special precautions to be taken to contain over spillages, and leakage to underneath offices and public areas. The contractor should further note that access to some locations require special equipment e.g., safety harness.

(a) Clear blocked full bores

This works item shall describe the works required for clearing full bore by removing all debris covering the inlets and manually unscrew butterfly screws, remove the cap, and ensure that there are not obstacles on the full bore. Reinstall the traps and screws it back.

(b) Clean out gutter per meters and remove debris from site

This works item shall describe the works required for clearing gutters by manually remove hail protectors and clear and removing all debris lying around using hand or soft broom. Reinstall the hail protector and align them as they were in all areas where they are applicable.

(c) Clean out the whole downs' pipes and remove debris from site

This works item shall describe the works required for clearing down pipes by manually remove hail protectors, unscrew the trap where applicable, flush the down pipes using water for any physical see blockages. remove all debris lying around using hand. Reinstall the hail protector and align them as they were in all areas where they are applicable together with the traps.

B5–High pressure cleaning

Scope

This work item describes the works required for the preventative cleaning of toilets waste pipe, western toilets pans, full bores or floor drains waste pipe inside restaurant full of fat build up, basin and urinal bottle traps including grease trap, with various pipe measurement ranging from 100mm-900mm. All works related to of the above shall be measures as per pipe size and indicated below in (a) to (b).

Note majority of waste pipes are in pipe ducts and ceiling voids above offices, undergrounds pipes, inside concrete and columns and discharging in other assets such as sumps, manholes opening and replacement, special precautions to be taken to contain spillages especially in pressurised pipelines. The contractor should further note that access to some locations will be limited and will require special equipment e.g., ladders, squeegees for cleaning sewer and pushing to manholes clearing and closure after completion etc.

(a) High pressure cleaning of pipes, sumps, channels. Pipe size various from 100mm up to 900mm. This works item describes the works required the used of high-pressure water jetting up 10bar up to 120bars depending on the pipe sizes.

SECTION C: REPAIRS

C.1–WASTE PIPE REPLACEMENT

The majority of waste pipes are located on the ceilings and void, where there are other services running on the same areas, as well offices, restaurants, public spaces which are operational. Special precautions to be taken to contain over spillages, and leakage to underneath offices and public areas. The contractor should further note that access to some locations require special equipment e.g., Step ladders and 200l willie bins to contain spillage. All works related to waste pipes replacements and fittings in various PVC pipes and waste line as described above shall be paid for as per sub-item **7.1 to 7.9** in price List and (a) to (i).

C3–COBRA / match the existing taps and mixers

Note majority of taps mixers are located on the ducts and covered with granite finishes along the basins and walls. Others inside lounges and offices with various floors. Special precaution to be taken to contain over spillages, and leakage to other office underneath and public areas which are operational.

Existing taps are cobra and ISCA spares but due to shortage of cobra supply, taps can be replaced with any other brand that matches the existing with minor modification and adjustment to suit its intended purpose.

C4–REPLACE ELECTRONIC TAPS TO MATCH THE EXISTING

This work item describes the works required to replace existing electronics taps on the basin including spout taps and components to match the existing design, these works cover stripping of old and broken taps for installation and replacement of components for its intended purpose, all works related to Taps and as described above shall be paid for as per sub-item (a) to (h) in price list.

C5–REPLACE BRASS GATE VALVE - COBRA CODE 1001/125 / MATCH THE EXISTING

The existing brass gate valves varies in values as described above are spares supplied by cobra and ISCA but due to shortage of cobra supply, valve can be replaced with any other brand that matches the existing with suit its intended purpose.

Note majority of taps valves are located on the ducts, ceilings and manholes, Others inside offices and storerooms with various floors. Special precaution to be taken to contain over spillages, and leakage to other office underneath and public areas which are operational.

The contractor should further note that access to some locations require special equipment e.g., Step ladders and 200l willie bins to contain spillages and mops.

B Installations

Scope

Works under this item include installation, of various components and spares with new design of to match the existing pipes, these include pipes length and sizes, urinal, basins, sinks, showers, tap, mixers, toilet cistern, western cistern, flush pipe to flush masters, etc. The works will be completed using various methods to suits and match the existing design e.g., Chopping of concrete tiles around, clamp application for burst pipes and fittings, Chasing and excavation of underground pipes, removal of old and installation of all new spares and components, installation of new toilets seat, etc. Due to difference in equipment, tools or methods, works shall be measured on these categories any other work of similar nature will be measured in a sub item that is performed similarly. After completion all required test for functionality of and all installation shall be done, and quality assured by the contractor and service manager.

C6–INSTALLATIONS OF COMPLETE FLUSH MASTERS

This work item describes the works required to install completed Flush masters to match the existing on the toilets cistern and urinals includes all required components as per existing design, these works cover stripping of old and broken flush master for installation and replacement of new complete flush master and safety disposal of old flush master and components. All works related to installation of completed flush master as described above shall be paid for as per sub-item (a) to (n) in price list.

The contractor will need to replace like for like and indicated to on the price list using existing code or similar brand to match the existing design and its intended purpose.

C7–REPLACEMENTS OF FLUSH PIPES TO FLUSH MASTERS

This work item describes the works required to replace flush pipe to flush master master to match the existing on the toilets cistern and urinals includes all required components as per existing design, these works cover stripping of old and flush pipe and replacement with new flush pipe. safety disposal of old flush pipe and its components, all works related to replacement of completed flush pipe as described above shall be paid for as per sub-item (a) to (ah) in price list.

The contractor will need to replace like for like as indicated on the price list using existing code or similar brand to match the existing design and its intended purpose.

C8–SERVICING OF W.C. CISTERNS

This work item describes the works required to service W.C cisterns components as per existing design, these works cover stripping of old and broken cistern and replacing with new completed cistern with

components for its intended purpose, all works related to servicing of W.C above shall be paid for as per sub-item (a) to (h) in price list.

C9–REPLACEMENT OF W.C. PANS, CISTERNS,

This work item describes the works required to service W.C pans cisterns components as per existing design, these works cover stripping of old and broken W.C pan cistern and replacing with new completed cistern with components for its intended purpose, all works related to servicing of W.C pans above shall be paid for as per sub-item (a) to (i) in price list.

C10–TOILET SEATS COVER

This work item describes the works number of times required to replace broken seat cover to match existing design, these works cover stripping of old and broken seat cover, installation, and replacement of components, such as crews for its intended purpose, all work related to seat cover replacement as described above shall be paid for as per sub-item (a) in price list.

C11–BASINS INSTALLATION

This work item describes the works required to replace and install broken basin to match existing design, these works cover stripping of old or broken basin, installation, and replacement of components, for its intended purpose, all work related to seat over replacement as described above shall be paid for as per sub-item (a) and (c) in price list.

C12–HORIZONTAL OR VERTICAL GEYSERS TO BE REPLACED WITH KWIKOT MEGAFLOW

This work item describes the works required to replace and install electrical water storage heater such as geysers and hydro boil to match existing design horizontally or vertical, these works cover stripping of old or broken geyser or hydro boil draining of water, installation and replacement of components, for its intended purpose, all work related to seat over replacement as described above shall be paid for as per sub-item (a), (b) and C.13 (a) in price list.

C14–PRESSURE VALVES

This work item describes the works required to replace and install pressure control valve such as to match existing design, these works cover stripping of old or broken valve, installation, and replacement of components, for its intended purpose, all work related to valve replacement as described above shall be paid for as per sub-item (a) to (af) in price list.

C15–BURST PIPE (Join pipes with Johnson couplings)

This work item describes the works required to replace burst pipe with Johnson couplings, these works cover cutting, stripping of old pipe, installation of clamps, and replacement of components, for its intended purpose, all work related to burst pipe replacement as described above shall be paid for as per sub-item (a) to (i) in price list.

C16–ELEVATED EXPOSED GALVANISED PIPE REPLACEMENT

This work item describes the works required to expose and replace galvanised pipe, these works cover cutting, stripping of old section pipe, installation of clamps and replacement of new joints galvanised pipe, and components, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item (a) to (i) in price list.

C.17–GALVANISED PIPES REPLACEMENT UNDERGROUND

This work item describes the works required to expose and replace galvanised pipe underground, these works cover cutting, stripping of old section pipe, installation of clamps and replacement of new joints galvanised pipe, and components, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item (a) to (n) in price list.

C18–Gutter to be Manufacture from 2mm galvanized mild steel with 300mm lip with 2 or 4 bend

This work item describes the works required to manufacture and replace galvanised gutter mild steel, these works cover cutting, stripping, installation and replacement of new joints galvanised gutter, and components, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item (a) to (s) in price list.

C19–Galvanised steel pipes

This work item describes the works required to replace galvanised steel pipes and fittings, these works cover cutting, laying pipe on the trench stripping, installation and replacement of new joints galvanised, components and fittings, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item (a) to (b) and C20(a) to (h) in price list.

C21–Galvanised Steel pipes (light weight) with grooved ends and Klambon grooved couplings.

This work item describes the works required to and replace galvanised steel pipes light weight with grooves ends and couplings, these works cover cutting, laying pipe on the trench stripping, installation and replacement of new joints galvanised, components and fittings, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item (a) to (b) and C22(a) in price list.

C23–SANITARY FITTINGS (“Citi metal” stainless steel)

This work item describes the works required to and replacement of stainless-steel sanitary fittings, pipe installation and replacement of new stainless-steel components and fittings, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item (a) to (f) in price list.

C24–Vaal**Scope**

This work items describes the various type of basin available under the Vaal for most toilets as indicated on the subtitle below. Most of these basins are drop inn currently inserted on the granite tops in bathrooms as specified on the price list. The contractor will be paid the number of times the basin is replaced or new installation to match the existing design. These is applicable from (a) to (c).

(d) Low level wc suite comprising " Klip 400000" pan with " Dutton" double flap heavy duty plastic seat and 9 litre cistern (710533) with flush pipe.

The items above describes the type or seat cover available for the toilets and seat cover for installation of the whole toilets' cistern and flush cistern as described above. The contractor will be paid a number of times a toilet pan with seat covers and flush pipe was installed or replaced.

(e) " Lavatera" wall urinal with spreader and waste union (flush valve elsewhere)

The item describes above refer to the old square urinal mounted again the wall with manual press on flush value still available in some old building for the airports especially terminal A 3rd floor. The contractor will be paid the number of times these urinals are replaced, or I stalled due to damages or vandalism,

(f) Slop hopper suite (2516) (flush valve elsewhere)

The item described above indicate the type of flash value required for replacement as and when required when they malfunction to suit the existing design. The contractor will be paid the number of times the flush value was replaced or installed.

C25–BOTTLE TRAPS

This work item describes the works required to unscrew old bottle traps clean the trap and with chemical, replace or tightening basin or urinal bottle traps, with all necessary components and fittings, for its intended purpose and ensure that there are not leakages around, all work related to cleaning replacement as described above shall be paid for as per sub-item (a) to(f) in price list. The indicated bottle trap on the price list is specific for urinal, basin, and shower bottle traps in most rest rooms. The contractor will be paid the number of times a bottle trap was replace when it cracked or leaking.

C26–Replace flanged cast iron valve

This work item describes the works required to replace and install flange cast iron value to match existing design, these works cover stripping of old or flange valve, installation, and replacement of components, for its intended purpose, all work related to valve replacement as described above shall be paid for as per sub-item (a) to (b) in price list.

(a) 250mm Valve 7-R140/16

The contractor will be paid as per the number of times the flange was replace to fault or new installation as indicated on the scope above as per their size.

(b) 350mm Valve 7-R140/17

The contractor will be paid as per the number of times the flange was replace to fault or new installation as indicated on the scope above as per their size.

C27–Sanitary plumbing

This work item describes the works required for replacement of sanitary plumbing fittings, pipe installation and replacement of pipes chased into brick walls and suspended pipes, laid pipes on trenches not exceeding 1m deep and its components and fittings, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item 34.1 to 34.4 in price list.

(a) 50mm Pipes supply and install

The work item describes above it for supplying and install a 50mm pipe as and when required. The contractor will be paid as per linen meter supplied and installed for the same size.

(b) 50mm Pipes chased into brickwork

The work item describes above it for supplying and install a 50mm pipe as and when required. The contractor will be paid as per linen meter supplied and installed for the same size. The contractor must consider the extent of works where chopping and installation required for such a pipe size chased on the brick wall.

(c) 50mm Pipes suspended exceeding 1m and not exceeding 2m below suspension level.

The work item describes above it for supplying and install a 50mm pipe suspended on the ceiling 2m below suspension level as and when required. The contractor will be paid as per linen meter supplied and installed for the same size. The contractor must consider the extent of works where chopping and installation required for such a pipe size chased on the brick wall.

(d) 50mm Pipes laid in and including trenches not exceeding 1m deep

The work item describes above it for supplying and install a 50mm pipe as and when required. The contractor will be paid as per linen meter supplied and installed for the same size. The contractor must consider the extent of works where chopping, digging and installation required for such a pipe not exceeding 1m deep laid on the ground or to be repaired on the existing.

C28–Extra over UPVC, soil and vent pipes for fittings

This work item describes the works required to replacement extra over UPCV, soil and vent pipes and fittings, for installation and replacement of new oil and vent pipes and fittings, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item (a) to (b) in price list.

C29–Class 34 PVC pipes with rubber ring joints

This work item describes the works required to replace class 34 PVC pipes with rubber rings and joints couplings, these works cover cutting, stripping of old pipe, installation of rubber rings on class 34 PVC pipes and components, for its intended purpose, all work related to burst pipe replacement as described above shall be paid for as per sub-item (a) to (c) in price list.

C30–Extra over class 34 PVC pipes with rubber ring joints for fittings

This work item describes the works required to replace Extra over class 34 PVC pipes with rubber rings and joints couplings, these works cover cutting, stripping of old pipe, installation of extra over class 34 PVC pipes with rubber rings for fittings and components, for its intended purpose, all work related to burst pipe replacement as described above shall be paid for as per sub-item (a) to (e) in price list. Most of these bends, and junction are located on the ceilings, void and duct, Special precautions must be applied during installation because most of these repairs are running where there are some other services and operation environment which will be impacted. The contractor must ensure that the protect the underneath environment and ensure minimum disruption and avoid leakages by use of otto bins or willie bins.

(a) 200mm x 160mm Taper

1200mm x 160mm replace Extra over class 34 PVC pipes with rubber rings and joints couplings and fitting, these. The contractor shall be paid as per number of times the fitting, coupling, joint and bends was replaced.

(b) 200mm Access bend

200mm access bends the contract will replace the bends and as and when required due to failure or damages, Payment of these work will be done the number of times the bend was replaced.

(c) 200mm Access junction

200mm access junction will be replace by the contractor as and when required due to damage, extension, or installations. The contractor will be paid the number of times the junction was changed, replaced, or installed.

(d) 200mm x 160mm Access reducing junction

1200mm x 160mm access reducer junction will be installed as and when required and force by operational reason and engagement with contract manager, The contractor shall be paid as per number of times the access reducer was replaced.

(e) 160mm Treaded adaptor

160mm treaded adaptor will be replace by the contractor as and when required due to damage, The contractor will be paid the number of times the a treaded adapter was changed, replaced or installed.

C31–Cast iron pipes with SSN couplings

This work item describes the works required to replace cast iron pipes with SSN couplings, these works cover cutting, stripping of old pipe, installation of SSN couplings, and replacement of components, for its intended purpose, all work related to iron pies replacement as described above shall be paid for as per sub-item (a) to (f) in price list.

C34- Class 10 HDPE type IV pipes

This work describes the works required of HDPE type IV pipe for repairs and laid into trenches not exceeding 1m deep for various sizes as stipulated on the price list 20mm to 25mm. Most of these pipes are located underground surface with concrete or tar surface. The contract must take note of the special tool required for excavation. e.g., jack hammer, spade for digging and barricade the area during repair or installations. (a) to (b) and C.35(a) to (b).

C36–Class O Copper pipes with capillary couplings and with capillary fittings**Scope**

This work item describes the works required to replace pipe with couplings and capillary and Extra over class O copper for brass compression fittings, these works cover cutting, stripping of old pipe, installation of class O copper pipes couplings and capillary fittings for various sizes, , and replacement of components, for its intended purpose, all work related to Class O copper pipes, Extra over class O copper for brass compression fittings, capillary fittings as described above shall be paid for as per sub-item to (a) to (j) and 37(a) to (ah) in price list.

C39-Copper overflow and service pipes

This item described replacement of cooper pipe as per their sizes, Charge per linen meter. Most of these pipes are located on the ceilings, underneath basin, inside concrete walls, duct, and void. The contractor must also take special attention when they are required to changed or replace these pipes. Ensure that chopping equipment, Stepp ladder and cutting toots etc.

(a) 15mm Service pipe 350mm girth

This item describes work where 15mm cooper pipes will be required to be installed or replaced O match the existing as and when required due to operational required This will be as paid per linen meter of cooper pipe with the same size.

(b) 22mm Service pipe 350mm girth

This item describes work where 22mm cooper pipes will be required to be installed or replaced O match the existing as and when required due to operational requirements. This will be as paid per linen meter of cooper pipe with the same size.

C40–Sundries

(a) Testing pipe system

This works describes the testing of water leak and investigation for various pipe sizes. This include but not limited to junction, fittings, tightening of bolts and nuts in various areas, including ceilings, manholes, channels, voids etc, mounting of loose shaking bracket, and shaking pipe. The contractor will be paid the number of times this exercise was conducted, and default identified.

C41- ELECTRIC WATER HEATERS / GEYSERS**Scope**

All electrical water heater will be replaced and installed as per SANS 10254.

(a) 50 L Eco flow floor/wall mounted electrical water heater

They are mostly located in the pipe shaft, ducts, ceiling void, restroom, and confined spaces. The contractor will be required to use additional tools such as step ladder, torch and 200l willie bins to drain water and for lighting in the areas where its dark and there are not light available.

This type of repairs and installation are done as and when required to electric water heater not operational. This will be paid as per number of times it was changed like for like item but confirm with service manager prior replacement.

(b) 100 Litre “Econoflo” floor/wall mounted electric water heater

They are mostly located in the pipe shaft, ducts, ceiling void, restroom, and confined spaces. The contractor will be required to use additional tools such as Stepp ladder, torch and 200l willie bins to drain water and for lighting in the areas where its dark and there are not light available.

This type of repairs and installation are done as and when required to electric water heater not operational. This will be paid as per number of times it was changed like for like item but confirm with service manager prior replacement.

(c) 150 Litre “Econoflo” floor/wall mounted electric water heater

They are mostly located in the pipe shaft, ducts, ceiling void, restroom, and confined spaces. The contractor will be required to use additional tools such as Stepp ladder, torch and 200l willie bins to drain water and for lighting in the areas where its dark and there are not light available.

This type of repairs and installation are done as and when required to electric water heater not operational. This will be paid as per number of times it was changed like for like item but confirm with service manager prior replacement.

C42–TAPS, SONSORS, TOILETS, BASINS, BATTERIES

This work item describes the works required for number of times replacement of sanitary plumbing fittings, pipe, sensors, repairs, of toilets seat hinges, broken stainless steel basin spout, non-stop water running and battery sensors installation and replacement and fittings, for its intended purpose, all work related to replacement as described above shall be paid for as per sub-item 52.1 to 52..9 in price list.

(a) Tap sensors

Various toilets basin has sensors on the taps which are sometimes broken, when it broken it required to be replaced. The contractor will be paid the number of times sensor was replaced. Some are mounted on the granite tops, wall etc.

(b) Tap no water/ not releasing water

Various toilets sensors sometimes are not sensing, or release water sue to batteries being flat it must be procured and changed. This will be paid several times a battery was changed.

(c) Urinal sensors

Various toilets Urinals has sensors on which are sometimes not sensing or broken, when it broken it required to be replaced. The contractor will be paid the number of times sensor or battery was replaced.

(d) Western toilet trigger spray head

Western toilet trigger spray is sometimes fault and not working. The contractor will be paid the number of times the trigger spray was replaced or repaired in various toilets.

(e) Toilet cistern flush muster

Various toilets have flush muster press button mounted on the wall above the toilet seat. The flush buttons are sometime broken or fault and not operation. The contractor will be paid the number of times the flusher muster or button was not operational and repaired.

(f) Seat cover hinges loose

Various toilets seat covers become loose and skews. The contractor will be paid the number of times the toilets seats hinges was tightened.

(g) Urinal, basin running nonstop

Various urinal and basin run water nonstop due to the fault sensor or battery need to be changed. The contractor will be paid the number of times the urinal or basin was adjusted due to water running nonstop.

(g) Toilet tap running water nonstop

Various toilet running water nonstop due to fault cistern and required a contractor to change other fault components and or ball valve to operate properly. The contractor will be paid by number of times components was fixed.

(h) Kitchen tap running water nonstop

Various kitchens tap use mixer of cold and hot water. Some of these tap rubber warns out and start releasing water non stop. The contractor will be paid the number of times the repairs was done due to the changes made on existing components.

C43–WATER METER SPARES

This work item describes the works required for procure and supply and replace new water meter spares for various pipes in various areas of the airports including landside, public areas, airside restricted areas, confined spaces, ducts, pipe shaft, manhole, tenants, and stakeholder's shops, this required to assess and verify required meter if its malfunctioning and submit quotation to service manager for approval. Upon approval the spares will be procured with cost plus mock-up price. All works related to water meter reading spares supplied as described above shall be paid for as per sub-item 54.1 to 54.2 in price list.

(a) Provision of Spares for Broken and/ or malfunctioning water meters

This amount is reserved for procurement, supply, new installation of any broken or malfunctioning water meter, as and when required and agreed with the service manager depending on the meter size for that specific pipe.

(b) Handling Fee in respect of item 54,1

This item described above indicate the percentage in respect of the profit plus cost for procuring those spares as and when required. The 3rd party invoice when the spares was procured will be required as cost benchmark plus 15% as profit.

SECTION D:

D.1–GREASE TRAP

Scope

This work item describes the works required for cleaning and servicing of all stainless-steel fat traps using honey sucker and clean with appropriate degreaser chemical and disintegrate fats and clear blockage reposition all trays for intended purpose, all work-related cleaning and servicing of all stainless-steel fat traps to described above shall be paid for as per sub-item 32.1 to 32.3 in price list. There are 3 grease traps located in various areas of the airport. Airside and land side which include more travelling or driving to reach each side. The distance between all grease traps it a kilometre to 2 kilometres, for driving and servicing each apart.

(a) RO 280 V NW 100 stainless steel grease trap (Domestic basement land side)

This Item describe the cleaning of ground grease trap or fat trap in domestic loading delivery zone. By manual opening the grease trap lid insert the honey sucker pipe from the truck and suck all the fat trap and dirty build up in the stainless reticulate 100 litter drop in fat trap. This work is regarded as preventative maintenance to prevent blockage o the line where it connected to the sewer pump system. Due to the terrible adore the contractor is expected to use adore control chemical for this clean up. The contractor will be paid the number of times the cleaning took place as schedule for clean up once a week.

(b) RO GT 500 stainless steel grease trap (Airside alpha 4)

This Item describe the cleaning of grease trap or fat trap in international basement. By manual opening the grease trap lid insert the honey sucker pipe from the truck and suck all the fat trap and dirty build up in the stainless box elevated fat trap. This work is regarded as preventative maintenance to prevent blockage of the line where it connected to the sewer pump system. Due to the terrible adore the contractor is expected to use adore control chemical for this clean up. The contractor will be paid the number of times the cleaning took place as schedule for clean up once a week.

(c) HB-GT 700 stainless steel grease trap (Airside alpha 6)

This Item describe the cleaning of grease trap or fat trap in international basement. By manual opening the grease trap lid insert the honey sucker pipe from the truck and suck all the fat trap and dirty build up in the stainless box elevated fat trap. This work is regarded as preventative maintenance to prevent blockage of the line where it connected to the sewer pump system. Due to the terrible adore the contractor is expected to use adore control chemical for this clean up. The contractor will be paid the number of times the cleaning took place as schedule for clean up once a week.

D.2–SERVICING OF PORTABLE TOILETS AND SEPTIC TANKS

This work item describes the works required to hire, supply, and service of all 16 portable toilets placed in various areas on airside to be used by security next to guard houses and servicing of 8 underground septic tanks. These portable toilets and septic tanks are serviced by used of honey sucker and refit toilets with chemical for Adour control on Monday, Wednesday and Friday. These works as described above shall be paid for number of times a toilet was services per month as describes above as per sub-item 50.1 to 50.2 in price list.

(a) Hiring of portable chemical toilet including weekly service.

This item describes the hiring of 16 portable chemical toilets including weekly service. Service of these portable will be done using honey sucker truck with the tank of plus 7000 litres. This will be paid as per number of times in Month the portable toilets were serviced. This includes cleaning and putting Adour chemical after service portable toilets.

(b) Servicing of 5000L septic tank and disposal at an approved site.

This item describes the servicing of X 8 underground septic tanks with the total of 5000l Servicing required every week on Monday, Wednesday, and Fridays to prevent overflow and disposal into the airport main line on airside or to the nearest approved sewer site for disposal.

(c) Sludge cleaning in sumps and tunnels.

Various sumps at the airport around airside foxtrot, sewer sumps, trenches and tunnels are required to be serving due to suctioning of sludge build up or sewer spillages or overflow due to system such as pumps which might breakdown during the operation. The contractor will be required to clean the sewer or sludge to reach out the pumps or services which will b submerged under the sewer or sludge as and when required. This will be paid the number of times the load was removed with sewer or sludge.

D.3–WATER METER READINGS AND REPORTING

This work item describes the works required for accurate Manual water meter reading and reporting on Monthly basis of water meter in various areas of the airports including landside, public areas, airside

restricted areas, confined spaces, ducts, pipe shaft, tenants, and stakeholder's shops, for 150 water meter reading which can take up 12-days 8hours a day to complete and submitted to service manage.

Note this labour-intensive exercise and drive about for a distance 5km round the airport. majority of water meter are located on the ducts, ceilings, others inside lounges and offices with various floors. This will require the use of 6 footstep ladder to reach other areas on the ceilings and void.

All work related to manual water meter reading and reporting as described above shall be paid for as per sub-item (a) in price list.

SECTION E: Equipment and Plant

E.1–Hiring of special tools an Equipment

This work item describes the required days or hours for special, equipment required to be hired and be on site as and when required on ad-hoc basis for ad-hoc repairs requiring that special equipment or tools, for its intended purpose, all work related to hiring special tools and equipment as described above shall be paid for as per sub-item 53.1 to 53.5 in price list.

(a) Hiring of TLB

This is an earth moving hydraulic equipment used for excavation and back with a front loader and back acter on hard surface such aprons, tar surface, with underwound water service with the depth not exceeding 150mm This will be paid as per number of days the equipment was used onsite.

(b) Hiring of Jack hammer

This is hydraulic equipment used for breaking concrete surface and Tar surface with depth not exceeding 50mm use on the ground surface to investigate underground services such burst pipes to be repaired. This will be paid as per number of times it was hired to come on site.

(c) Hiring of submissile pump

This item will be paid as per number of times was hired to be on site. It will be used for pumping out water on the trenches for pipe investigation and repairs on the ground.

(d) Heavy duty honey sucker for slug removal

This 10000L honey sucker will be used for pumping out sludge or sewer from the sumps and tunnels. This will be paid as per number of times it was hired to be on site.

(e) Hiring of scaffolding up 8m

This will be paid as per number days of times aluminium scaffolding was hired, erected certified and dismantle after work completion to effect repairs on the very high areas not accessible by onsite skyjack to repairs on the suspended pipes for various sizes include waste and domestic water supply.

GENERAL

The contractor shall ensure that minimum disruption to airports operation must always adhered to. It must be noted that the normal operation hours are 05h00 to 23h00 24hours 7 day a week and 365 days. The contract is expected to comply with the following SLA.

Onsite SLA is applicable when the contractor is already on site during working hours (From 07h00 to 17h00.

Offsite SLA is applicable when the contractor is not on site. i.e. (After 17h00, at night, weekends, and public holidays).

Onsite plumbing maintenance calls. (Service level agreement SLA)

- a. **100%** of all calls must be responded to **within 45 minutes** and inform the service managers or help desk.
- b. **100%** of all calls must be resolved **within 2hours** and closed and resolved with the ACSA help desk
- c. All calls which could not be resolved with the agreed times must be communicated to the service manager and extended to the agreed period by both parties and communicated to ACSA help desk.
- d. All plumbing maintenance in the public space must be performed with minimum disruption to always ensure compliance.
- e. Project supervisor/team leader/manager in charge of the site must be always contactable and reachable, 365 days a year to respond to all plumbing related queries.
- f. **100%** of all issued (preventive maintenance- PM) must be completed within 14 days and not be overdue.
- g. The contractor to ensure all tools and equipment used in public areas are always clean and hygiene maintenance.
- h. The contractor must ensure good housekeeping of all their storeroom and offices and complaint to OSH standard always.
- i. Contractor must ensure uniform compliance to all their employees always when there are onsite.
- j. Contractor to keep minimum of high rotation spares based on daily plumbing repairs. (e.g., Toilets seat cover, sensors for flush master on urinal etc.)

Offsite plumbing maintenance calls (service level agreement SLA)

- a. 100% of all calls must be responded to with 1 hour.
- b. 100% of all calls must be resolved within 2 hours and depending on the severity of the call.
- c. 100% for all calls must be resolved without comprising safety.
- d. 100% of all calls must be resolved with minimum disruptions to the two operations.

Manpower

It is important that contractor note that airports are seasonal operations by nature. Therefore, this means that there will be a fluctuation in resource requirements whenever peak and off-peak periods are experienced including builders' break. The contractor must manage their resources accordingly and ensure staff availability without impact of the airport's operations.

Please note:

Contractor must provide tools for all plumbing maintenance to execute works. In addition:

- a) Effectively and timeously report all breakdowns on infrastructure and in ablution areas to ACSA and to take ownership for the general state of the facilities which includes maintenance and housekeeping.

b) The contractor must provide a proposal for implementation which includes the allocation of staff

Note:

- All remote areas such (Cargo, Fire station and new complex, airside and all airports outside gates must be access by bakkie of Vehicle not older than 7 years for all inspection and maintenance related plumbing).
- All plumbers and site supervisor will have to obtain an ACSA Vehicle Operators Permit to be able to drive on the airside and airside induction training.

Plumbing machinery and equipment

Machinery

- 1.1.1 All the machinery being provided on the contract must still be within its serviceable life and less than 12 years.
- 1.1.2 The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.
- 1.1.3 The successful bidder must ensure that all staff operators of machinery have received the proper training for the usage of the machinery prior to the commencement of the contract.
- 1.1.4 All special equipment to be available within 24 hours when they are required on site.
- 1.1.5 All vehicles used on site must less than 7 years old and comply with all safety requirements to operate on airside.

Quality plans and control

- i All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the successful bidder will be expected to continuously compile quality plans and quality improvement plans for the ACSA Service Manager. Emphasis must be on improving services provisions and ensuring that rostered artisan work is indeed performed in line with contractual requirements.
- ii The quality management system (QMS) will detail amongst others, but not limited to plumbing work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedure and enhancement procedures.
- iii Bidders are required to submit a QMS proposal. The quality management system will detail amongst others, but not limited to cleaning (general and special) work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedures, enhancement procedures, etc.
- iv The QMS proposal should as a minimum, cover the following key areas:
 - a. Illustration of an understanding of requirements of this contract and the airport operation.
 - b. General audit system being applied.
 - c. Ablution facilities audit document.
 - d. Monthly reporting.
 - e. Human resources audit system (auditing head counts & ensuring that staff are allocated to the dedicated areas
 - f. Corrective/Preventative Actions.
 - g. Rectifying/correcting/communicating problems logged on the Helpdesk.
 - h. Consumables usage audit system.
 - i. Mechanised cleaning audit system.
 - j. Introduction of new technologies, new chemicals, new consumables, new machinery and equipment to improve overall service provision and quality during the contract.
 - k. Compliance Audit systems to applicable regulation and/or legislation.
 - l. Operational roll out plan, to indicate the roll out plan to ACSA infrastructure upon appointment of the contract. The contractor to indicate the human resources roll out, equipment roll out, consumables roll out etc; and
 - m. Details of QMS being applied. i.e., In-house or ISO.
 - n. ACSA is audited monthly based on Airport Council International (ACI) industry norms and standards using a passenger feedback Airport Service Quality (ASQ) survey. Cleanliness of the airport forms a major part of the ASQ rating, and the successful bidder needs to partner with ACSA to ensure that this rating is achieved every month. This rating is benchmarked for both ablutions and terminal floors. The ASQ ratings results will be made available to the successful bidder monthly.

Safety, Health, Environmental and Risk (SHER)

The successful bidders shall be required to submit a safety file at the start of the contract

- i The successful bidder must keep noise and dust levels to a minimum. At no point shall his/her work result in nuisance, interference, or danger to the public or any other person working at the Airport.
- ii At no time shall the successful bidder:
 - 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.
- iii The successful bidder is required to submit the following documentation signed by the highest decision-making body/person of the tendering company:

- Environmental policy; and
 - Health and Safety policy
- iv The successful bidder shall conduct an environmental, health and safety induction training session prior to the commencement of contract for all resources to be deployed to the contract. An attendance register must be kept in the successful bidders' health and safety file.
- v For any cleaning services to be conducted on the Airside, Airside Safety Induction training shall be attended by all resources to be deployed to the Airside and a course fee determined by ACSA shall be paid by the successful bidder. A security permit to access airside shall be issued on production of proof of attendance.
- vi The successful bidder shall:
- Ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records shall be provided by the successful bidder prior to commencement of the contract.
 - Ensure that SABS approved personal protective equipment or clothing is provided to personnel.
 - Ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing.
 - Ensure that PPE or Clothing is kept in good working order.
 - Clearly stipulate procedures to be followed when PPE or Clothing is lost or stolen, worn or damaged. ACSA reserves the right to remove any person from site who is working without necessary personal protective equipment and/or clothing. Worn or tattered personal protective clothing shall not be permitted on airport premises.
 - Appoint a competent person to conduct a risk assessment which will include, but not limited to:
 - i. Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related hazard analysis and evaluation of the identified risks and hazards.
 - ii. A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified.
 - iii. A monitoring and review plan of risks and hazards.
 - iv. Fall protection plan for work carried in elevated position(s). The successful bidder shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.
 - v. The Service Manager shall be entitled to fine the successful bidder for each non-conformance to
 - vi. Health and Safety matters. This shall not transfer any of the successful bidders' responsibilities in this regard to the Employer by any means.
 - vii. The successful bidder 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 in the annexes.
 - viii. It shall be the successful bidder's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
 - ix. 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.

- x. 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.
- xi. The successful bidder's Workmen's Compensation fees must be up to date. A copy of the successful bidder's WCA registration shall be produced on request.
- xii. 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
 - i. 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. Including signage and
 - ii. Safety equipment shall be used where applicable (e.g., safety, goggles, boots, harness, etc.)
 - iii. The successful bidder, at his/her own expense shall provide such equipment, for his/her employees. The successful bidder shall apply the necessary discipline and control to ensure compliance by his workers.
 - iv. At least one High level cleaner must have training to operate a cherry picker. Cherry picker will be authorized at ACSA's discretion
 - v. 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
 - vi. No person shall perform an unsafe / unhygienic act or operation whilst on ACSA premises.
 - vii. No unsafe/dangerous equipment or tools may be brought onto or used on ACSA premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to them and without affecting the terms of the contract in any way.
 - viii. ACSA 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 cost 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.
 - ix. The successful bidder shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

- x. At no time must the successful bidder interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.
- xi. The successful bidder shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.
- xii. Where hoarding, barricades or lighting is required in the execution of the works, The successful bidder 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.

Format of communications

- i Daily closure of work request sheets, work instructions, submitted to helpdesk and service manager Hand over will all be in a format as agreed with the Service Manager.
- ii The Site Manager and Supervisors need to be always accessible by cell phone when in operations.

Key personnel

- I. A schedule of resources to this Contract (as per the Activity Schedule) will be provided to the Service Manager at the commencement of this Contract. This will, as a minimum, include all persons from general labour level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.
- II. The successful bidder is required to screen all resources to be deployed to the contract and ensure that the following background checks have been performed prior to contract commencement:
 - a. Substance abuse checks to ensure that resources on the contract do not have a record of past substance abuse.
 - b. Past warnings, suspensions and dismissal records to ensure that resources to be deployed on the contract to pose any operational disruption risks to ACSA.
 - c. Criminal records to ensure that resources deployed to the contract do not have any history of criminal records; and
 - d. Any other checks deemed necessary by the successful bidder. Details and the confirmation thereof must be submitted in bidders' responses to this Request for Proposal.

Management meetings

- i The successful bidder will be expected to attend meetings relating to airport maintenance, airport operations, contract management and other issues that may arise from time to time. As far as is practicable, the successful bidder will make all required persons available for these meetings. The successful bidder shall not submit claims for payment for staff attending any of these meetings. The details of all meetings to be attended by the successful bidder will be included in the Service Level Agreement.

Permits

- i The successful bidder shall not be compensated for any additional costs relating to ACSA required permits, nor for labour/time spent in obtaining such permits. An allowance must be made in the Activity Schedule in this regard.
- ii All staff members required to work on airside and baggage areas are required to undergo Airside Induction Training prior to application for permit.
- iii The successful bidder must ensure that they are, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof at all times. This will include the permit application process.
- iv The successful bidder must ensure that staff are made aware of the conditions of use of the ACSA facility which is subject to the terms of Control of Access to Public Premises and Vehicles Act 53 of 1985.
- v Note that (within reason) The successful bidder will have no claim against ACSA in the event that a permit request is refused.
- vi The successful bidder will only be paid for one permit per employee per permit validity period/cycle. Additional permits for replacement staff where staff have resigned will not be paid for by ACSA.
- vii The below table provides details of the permits currently required at ACSA airports. Please note that the list is not all inclusive/exhaustive, but is provided for illustration purposes:
- viii All personal vehicle for contractors must apply for parking permit at parking management office at their own cost. This will not be claimed from Acsa similar to company vehicles for this contract.

□ 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
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones 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.

I. Proof of compliance with the law

- i ACSA reserves the right to request proof of compliance every quarter in support of the successful bidder meeting all applicable laws and regulations to the contract. Reasonable time will be given where such proof may not be readily available. As a minimum the following will be required
 - COIDA
 - UIF
 - TAX
 - BBBEE
 - Training
 - NBC pension fund proof of payment and membership

II. Insurance provided by the employer

- i The insurance details of the employer have been provided under section C1.4. Bidders must 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. Bidders are advised to seek qualified advice regarding insurance.

III. Cell phones

- i The 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 Site Manager and Team Leaders are required to have cell phones for operational requirements and will be assisted in following the application process required by the issuing authority.
- ii The nature of this contract requires that the Site Manager and Team Leaders be contactable at all times. The successful bidder needs to ensure provision of systems to ensure communication with ACSA.

IV. Training and Development

Bidders will need to make provision for relievers of employees attending training and the remuneration for equivalent labour hours spent in training.

V. Uniform and Personal Protective Clothing

- i This contract requires all staff be dressed in a uniform of a standard acceptable to ACSA. The contractor must present photographs or any other acceptable presentation material of the complete uniform with all combinations for male and female staff. The uniform proposed is to accommodate staff allocation to the various respective areas. Samples may be requested; therefore, the uniform is subject to approval by ACSA.
- ii All staff must be issued with uniform and personal protective clothing for their respective areas of work as stated below. Uniform supplied must be sourced and manufactured in

the Republic of South Africa. Proof of supply and sourcing needs to be submitted to ACSA.

- iii Staff in Terminal Areas and Toilets Public Areas need to have uniform to accommodate operations.
- iv Staff must be issued with minimum of 2 uniform to be able to change and cleanness.
- v Non-adherence to uniform proposed and accepted by ACSA would be viewed as a non-adherence to the contract and would result in a penalty as per the penalty clauses.

C3.2 TRANSFORMATION

a. Introduction

- i In the past few years South Africa has experienced an inadequate amount of investment in skills development and inequality in the distribution of wealth for a significant portion of the population. Several Government regulations, policies and frameworks such as the National Development Plan (NDP), PPPFA and B-BBE codes of practice have been developed to address these challenges
- ii Thus, as public-sector entity, ACSA required by law to endorse and apply the rules set out by such prescripts. ACSA, with the government's transformation goals in mind, developed a transformation policy to guide the implementation of transformation within ACSA. (The policy be provided to the successful bidder for reference purposes). ACSA aims to make a meaningful economic and social impact within the communities in which it operates. This therefore means that transformation is not just about compliance but also part of overall sustainability and ACSA's Socio-economic development objectives.
- iii ACSA has an integrated transformation strategy, the overall objective of which is to support the Government's national agenda of job creation through transformation. It has an external focus on Skills Development, Enterprise and Supplier Development initiatives and Preferential Procurement. This implies that ACSA must employ rigorous transformation imperatives with respect to all procurement.
- iv Transformation within the contract cleaning services industry means the empowerment of all black owned enterprises, with particular focus on supporting enterprises owned by black women, youth, and people with disabilities, in order to increase the number of Historically Disadvantaged Individuals that manage, own and control enterprises and productive assets in this industry.
- v To facilitate transformation within the industry and to ensure that a higher number of black owned cleaning enterprises are in a position to participate in large value public sector contracts, ACSA requires that bidders submit their commitment to Enterprise Development and socio-economic transformation for the duration of this contract.
- vi Towards this end, the following Transformation requirements will apply to this contract:
 - a. ACSA wishes, in terms of its Transformation Objectives for this contract to ensure that the following transformational elements are addressed namely:
 - i Direct and indirect targeting of Historically Disadvantaged Individuals (HDI) enterprises.
 - ii Promotion of enterprise development.
 - iii Promotion of local suppliers and manufacturing enterprises; and
 - iv Promotion of employment of local labour and students.
 - b. These Transformation Objectives shall be addressed in the following manner:
 - i The defining and monitoring of a Contract Participation Goal (CPG) for the contract whereby a mandatory minimum CPG of 40% must be

achieved (or a financial sanction shall apply). The CPG shall be broken down as follows:

- Mandatory sub-contracting of 30% of the core services on the contract to a Targeted Enterprise; and
 - The application of preferential procurement processes which will ensure that the successful bidder procures a minimum of 10% of the cleaning materials and/or services from suppliers and / or manufacturers in the airport municipality who satisfy the definition of enterprises owned by HDI required for the cleaning services contract.
 - Historically Disadvantaged Individual (HDI) is defined as:
 - a South African citizen.
 - who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 2000 of 1993) ("the interim Constitution"); and/or
 - who is a female; and/or
 - who has a disability
- **Localisation and Socio-economic development**
 - i It is a mandatory requirement that all unskilled labour employment required by the contract shall be sourced from the airport municipal area. i.e., within the locality of the airport (as close to the airport as possible)
 - ii It is a mandatory requirement that a minimum of 70% of the semi-skilled and skilled positions required by the contract shall be sourced from the airport municipal area. i.e., within the locality of the airport.
 - iii The remaining 30% of the semi-skilled and skilled positions required by the contract may be sourced at the successful bidders' discretion.
 - iv It is a mandatory requirement that a minimum of 2 (two) facilities management or related studies students requiring training and exposure be employed on this plumbing contract.

Enterprise Development Initiative

The successful bidder enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of thirty percent (30%) of the tendered contract value.

b. Definition of a Targeted Enterprise in the tender

For the purposes of this tender and contract, the definition of a targeted enterprise has been adapted from the definition of a targeted enterprise provided for in the CIDB "Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts" is an enterprise satisfying the following:

- i Does not share equity holding with the bidder; and
- ii Is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- iii Is registered with the South African Revenue Service; and

- iv Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad-Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
- v Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad-Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and
- vi Is 50% or more black owned or 30% or more black women owned; and
- vii Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

Participation of Targeted Enterprise(s)

- i The involvement of Targeted Enterprise(s) is a mechanism to broaden the economic share of the historically disadvantaged in the national spend on cleaning services and a means to hasten and improve the transfer of technical skills.
- ii The CPG percentage specified shall be applicable to actual work, supplies and services. ACSA has set the target as part of the tender process. Bidders are required to submit a detailed Transformation Proposal on how they will achieve the set minimum targets.
- iii Such Transformation Proposal must include the following:
 - a. A needs analysis of the targeted enterprise.
 - b. Identified needs/needs analysis outcome must be agreed to by main contractor and sub-contractor.
 - c. Both parties must agree on the developmental areas that are going to be addressed through mentorship during the course of the contract. There must be a minimum of 3 developmental areas agreed to by the parties.
 - d. Development areas can include, but are not limited to:
 - i. Management and labour skills transfer.
 - ii. Establishment of administrative systems.
 - iii. Establishment of cost control systems.
 - iv. Establishment of cleaning management and planning systems (safety, health, environmental, risk and quality).
 - v. Planning, procurement, and tendering skills transfer.
 - vi. Business skills transfer with focus on entrepreneurial and negotiations skills.
 - vii. Technical skills transfer with emphasis on innovation and continuous improvement on future contracts.
 - viii. Legal compliance assistance and skills transfer.
 - ix. Assist with establishing credit rating/history.
 - e. Clear breakdown of how the remaining 10% of the CPG will be achieved. Details of all contract scope (i.e., goods/services) earmarked for preferential procurement must be included in the Transformation.
 - f. The contractor is to appoint an Enterprise Development coordinator which will be responsible for the following:
 - i. Develop a contract specific enterprise development plan to improve the targeted enterprises performance in the identified developmental areas which allocates resources and monitors progress in relation to improved performance; and
 - ii. Submit a monthly Enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprises performance in the developmental areas. Remedial actions must be included where improvement has not been achieved.

- g. Progress reports detailing interim values of CPG and comparison to targeted CPG for the contract, as well as an assessment of the ED support should be submitted monthly.
- h. The CPG value shall include the following:
 - i. Preferential Procurement values.
 - j. Sub-contracting value for the month

Training of Targeted Enterprise(s)

- i Training of the Targeted Enterprise involved in this project is a reportable monthly event in terms of time and cost based on the development Program.
- ii The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

Targeted Enterprise	ACSA CPG:
Qualifying Small Enterprises OR Exempted Micro Enterprises That are 30% Black Women owned OR 51% Black owned	≥30%
Preferential Procurement with HDI	≥10%

General

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

Guideline on Sanctions

The financial sanction shall be calculated as follows:

Financial sanction (penalty levied on contractor) (Rands) = Rand value of CPG offered less Rand value of final CPG attained x (multiplied) by 10%

Site Information

- Terminal A
- Terminal B
- CTB terminal
- Multistory parking 1&2
- Freight argent Building
- Cargo warehouses
- Remote/outline areas
- Airside and landside
- Western precinct building
- Precent 2A Acsa vacant building.

C4.1 ANNEXURES

Title	Annexure number
Schedule of detailed ablution facilities	Annexure A
Service Level Agreement	Annexure B

Performance Management

Sample of Incidents, response Times and Penalties:

Key Performance Area	Response times	When	Target	Penalties
Poor response time	More than SLA times	All times	100% must be achieved	R 1 000 per incident
Poor quality of work	More than 3 time or different works or same works	All times	100% must be achieved	R 1 000 per incident
Closure of Work request	Daily	All times	100% must be achieved	R 500 per incident
Closure of Work orders	As and when required	Monthly	100% must be achieved	R 500 per deviation
Closure of PM	As and when required	Weekly/Monthly	100% must be achieved	R500 per deviation
Unavailability of special equipment	24hours	As and when required	100% achieved	R1500 per deviation

Notification of Penalties:

- The Employer will notify the contractor in writing of its intention to claim a penalty within 10 days of an event or the Employer may lose its right to claim the penalty. Should the Employer not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that the Employer shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim.