

TENDER DOCUMENT

FOR THE

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FUEL PIT VALVES AT CAPE TOWN INTERNATIONAL AIRPORT

Tender Reference Number: CIA6723/2021/RFP

FEBRUARY 2022

Issued by

Airports Company South Africa
Cape Town International Airport

Note:

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

VOLUME 1

NAME OF TENDERER:

TENDERER'S DETAILS

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

RFP Timelines

Bid Invitation	11th February 2022
Non-Compulsory Briefing Session	MICROSOFT TEAMS MEETING – Please send your e-mail address to: ctiatender.admin@airports.co.za and state the Tender reference number Briefing Session: Monday 21st February 2022 @ 10h30
Enquiries closing Date and time	Monday 28th February 2022 @ 12h00
RFP submission closing Date and time	18th March 2022 @ 12h00

RFP for the Supply, Installation, Testing and Commissioning of Fuel Pit Valves at Cape Town International Airport CIA6723/2021/RFP	
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T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOC Ltd invites tenders for

**RFP for the Supply, Installation, Testing and Commissioning of Fuel Pit Valves at Cape Town
International Airport CIA6723/2021/RFP**

Only Tenderers that satisfy the eligibility criteria (as stated elsewhere in this document) can tender.

1. Briefing session

A **non-compulsory** briefing session with representatives of the Employer will take place electronically – invitations will be sent to willing parties.

Please send details to: ctiatender.admin@airports.co.za to indicate your willingness and availability to attend and/or receive an electronic brief.

Date for the non-compulsory session is Monday **21st February 2022 at 10h30**

2. Tender Documents

The tender documents will be available from **Friday 11th February 2022** - electronic copies of the tender documents will be available for download on the ACSA (Airports Company South Africa) and E-TENDER website www.etender.gov.za during the same period. The initiative will also be advertised on the CIDB website - No hard copy bid documents will be issued by Airports Company South Africa

Tender documents may be downloaded from the ACSA Tender Portal/website as follows:

[Tender Bulletin \(airports.co.za\) - https://www.airports.co.za/business/tender-bulletin/current-and-future-tenders#](https://www.airports.co.za/business/tender-bulletin/current-and-future-tenders#)

3. Submission of bid documents

- a) The envelopes containing bid documents must be labelled as follows: the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close.
- b) The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder.
- c) The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the Bid documents.
- d) In addition to the hard copy submission – please e-mail an electronic copy to ctiatender.admin@airports.co.za – and please let us know that you have submitted using both methods.

The e-mail submission should be parcelled into 4MB/attachment

4. Closing Date

The closing time for receipt of tenders is (South African Time). Tenders must be placed inside the **Tender box**, which will be @ **12h00**

TENDER BOX – Procurement Office
Ground Floor
Southern Office Block Building
Cape Town International Airport
Matroosfontein – Cape Town

No telephonic or faxed tenders will 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.

5. Enquiries and Contact Information

All enquiries are to be addressed to the e-mail address: ctiatender.admin@airports.co.za

6. Procurement Procedures

Open Tender with Competitive selection will be used.

7. Pre-Qualification Criteria

If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

To advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be accepted:

(a) a tenderer having a stipulated minimum B-BBEE status level 1 or level 2 or level 3;

A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.

Valid BBBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation.

A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.

8. Mandatory Administration Requirements

Bids that do not meet any one of the following requirements (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:

- Full completed and signed form of offer and acceptance (C1.1) (Found in the NEC3 contract document)
- Tenderers must complete and sign the declaration of interest form (SBD4)
- Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA
- Provide valid proof of CIDB grading level 5ME (Mechanical Engineering Works) or higher.

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

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

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

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

9. Evaluation

Bid submissions responsive to mandatory administrative requirement and prequalification will be evaluated using the Functionality, Price and Preference Method.

- a. ACSA will score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.
- b. No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the Tender data and summarised in the table below.
- c. Only tenderers scoring at least the minimum threshold points of 60 out of 100 for each criterion and sub criterion of functionality will be considered for further evaluation on Price and BBB-EE. They will be evaluated further in terms of the 80/20 preference points system described below.
 - i. Price and BBB-EE 80 / 20 preference points system)



The Bid will be scored using the 80:20 preferential points system with 80 reflecting Price and 20 reflecting BBB-EE recognition. ACSA will only accept valid BBB-EE certificates from SANAS or a sworn affidavit for EME's/QSE's.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (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
F.1	GENERAL
F.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA.
F.1.2	The Bid documents issued by the Employer comprise: Part T1-Tendering procedures T1.1 Tender notice and invitation to tender T1.2 Standard Conditions of Tender T1.3 Tender data T1.4 Evaluation procedure and criteria Part T2- Returnable documents T2.1 List of returnable documents T2.2 Bid Schedules (Included in T2.1) Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Insurance Schedule C1.4 Occupational Health and Safety Agreement C1.5 ACSA Terms and Conditions of Bid Part C2: Pricing data C2.1 Pricing instructions C2.2 Activity Schedules Part C3: Scope of work C3 Scope of work Part C4: Site Information C4 Site Information Part C5: Annexures Annexure A: Copy of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Annexure B: Copy of CIDB Standard for Developing Skills Through Infrastructure Contracts All Annexures – up to and including Annexure X
F.1.4	The Employer's SCM agent is: Name: Graham Mitchell The Employers contract owner is: Name: Awelani Netshivhangoni

Clause Number	Tender Data
F.1.6	1. ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties. 2. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the lowest priced or not. 3. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the highest scored (in terms of F.3.11) or not. 4. ACSA reserves the right to cancel this tender at any time. 5. A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract.
F.2	Tenderers Obligations
F.2.1	Only those tenderers who satisfy the following Prequalification criteria and Mandatory Administrative Requirements are eligible to submit tenders: 1. Pre-Qualification Criteria If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond- Therefore - to advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be accepted: (a) tenderer having a stipulated minimum B-BBEE status level 1, level 2 or level 3; A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender. Please note in the event of a joint venture (JV) a valid consolidated BBEE verification in the name of the JV shall be submitted. Valid BBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation. A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender. <i>In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress</i>

Clause Number	Tender Data
	<i>to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.</i> Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. Valid BBBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation. A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender. <i>In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.</i> 2. Mandatory Administration Requirements Bids that do not meet any one of the following requirements (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further: • Signed form of offer and acceptance (C1.1) Found in the NEC3 contract document • Tenderers must complete and sign the declaration of interest form (SBD4) • Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA • Provide valid proof of CIDB grading level 5 ME or higher NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD). NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.
F.2.7	The arrangements for a non-compulsory briefing session are as stated in the <i>Tender Notice and Invitation to Tender</i>. Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be accepted only from those tendering entities appearing on the attendance list.
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original plus one copy in separate and sealed envelopes as well as an electronic copy on a

Clause Number	Tender Data
	memory stick. Please note we require an e-mailed copy of the bid in addition to the hard copy delivery. The e-mail can be sent in multiple segments/data packets with the maximum size of 4MB/attachment to avoid the electronic submission to be truncated.
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Please observe correct Sanitation protocols when delivering the hard copy Tender documents: Please remember to wear a face mask when entering any ACSA property – The Security will direct you for sanitization procedure before delivery Location of tender box: Tender Box – Ground Floor Physical address: Southern Office Block Building, Cape Town International Airport – Matroosfontein, Cape Town Identification details: Reference number, title, tenderer's name and contact details must be clearly written outside the package.
F.2.13.6	A two-envelope procedure will not be followed. Due to Covid SARS-Cov2 Protocol – there will be no public opening or public price reading.
F.2.13.9	Telephonic, telegraphic, telex or facsimile tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 84 working days ACSA reserves the right to request an extension if and when required.
F.2.23	The tenderer is required to submit with his tender. a) Original or certified copy of a valid Tax Clearance Pin Certificate. b) Any certificates requested in T2 (The list of tender returnable documents) and; c) Copies of relevant documents as requested in other sections of this document. d) A final CSD report will be drawn and scrutinised to ensure that the highest point scoring respondent is Tax Compliant.

Clause Number	Tender Data
	*The requirements of the Construction Industry Development Board Act and the Regulations may change from time to time and ACSA will be required to apply the version of the Construction Industry Development Board Act and Regulations applicable at the time of contract award. Tenderers should keep themselves updated on these requirements. Further information on the CIDB and CIDB registration can be found on the CIDB website www.cidb.org.za
F.3	EMPLOYER'S UNDERTAKINGS
F.3.4	The tender offers will be opened at the evaluation stage PS: Tender closing formalities at the ACSA offices in accordance with National Treasury Instruction No5 of 2020/2021. In the case where information is shared in respect of pricing and adhering to the POPIA Act it will only be shared with respondents to the bid as per the Bids Received Register only. (extract : ACT - POPIA Annexure) RECOGNISING THAT— • section 14 of the <u>Constitution of the Republic of South Africa, 1996</u>, provides that everyone has the right to privacy; • the right to privacy includes a right to protection against the unlawful collection, retention, dissemination and use of personal information; • the State must respect, protect, promote and fulfil the rights in the Bill of Rights;
F.3.11	Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated. The method for evaluation of responsive tenders shall be Method 2: Pre-Qualification, Mandatory, Functionality, Price and Preference as described under this document.

Functionality / Technical Evaluation

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

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

- Achieve the minimum points will not be considered further in the evaluation process.
- It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.
- The table above and sub criteria with their own minimums also apply.
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.
- The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.
- All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Sub criteria		
COMPANY EXPERIENCE	20	Portfolio of Evidence	20	15
HUMAN RESOURCES	80	SKILLED STAFF :		
Project Manager		Experience	10	5
		Qualification	10	5
Site Supervisor		Experience	10	5
		Qualification	10	5
Safety Officer		Experience	10	5
		Qualification	10	5
Pipe Fitter/Technician		Experience	10	5
		Qualification	10	5
SCORE			100	55

	Evaluation Area	Evaluation Criteria	Weighting	Minimum threshold
1.	<u>Company Previous Mechanical Experience</u>			
	a) Bidders must submit proof of previous experience on project works carried out within the petrochemical or chemical environment. The scope of work must have the following: Replacement or Installation of Pipe, valves, or pumps. Proof of experience to be provided. Bidders to complete Appendix O in the bid document.	< 3 projects (0 Points) 3 – 5 projects (15 Points) > 5 projects (20 Points)	20	15
2.	Human Resource – Staff Experience	Skilled Staff		
At least one page CV must be submitted which contains detailed information clearly indicating the number of years' experience per staff member, including relevant certificates as supporting documentation.				
2.1 Project Manager				
The Project Manager must have experience in managing projects and /or supervising projects of similar nature and complexity as this project. He/she must have at least 3 years' experience.		< 3 Years (0 Points) 3 – 5 Years (5 Points) > 5 Years (10 Points)	10	5
The project manager must have the following qualification: National Diploma in Engineering/Built Environment/Project Management		- No Certificate (0 Points) - National Diploma (5 Points) - BSc/BTech or Higher (10 Points)	10	5
2.2 Site Supervisor				
Provide proof of relevant years of experience 3 years supervisory experience		< 3 Years (0 Points) 3 - 5 Years (5 Points) > 5 Years (10 Points)	10	5
Provide proof of relevant qualification for all requirements listed below - Trade tested pipe fitter, Millwright, boiler maker - NQF 5 or higher		- No certificate (0 points) - NQF 5 and trade test (5 points) > NQF Level 5 and trade test (10 Points)	10	5

	2.3 Safety Officer			
	Provide proof of relevant years of experience The safety officer must have a minimum of 3 years' experience in the field.	< 2 Years (0 Points) 2 - 4 Years (5 Points) > 4 Years (10 Points)	10	5
	The Safety officer must have the following proven qualification in OHS Act and Construction Regulation 84 of 7 February 2014. Proof of qualification is required - NQF level 4 - Valid OHS training Certificate	- No certificate (0 Points) - NQF 4 and valid OHS training (5 Points) >NQF 4 and valid OHS training (10 Points)	10	5
3.	<u>Technician/Pipe Fitter (s)</u>	Assessment		
	Provide proof of relevant years of experience 2 years pipe fitting experience	0 -10 (Points) 2-4 years (5 Points) > 4 years (10 Points)	10	5
	Provide proof of relevant qualification for all requirements listed below Trade tested pipe fitter, Mechanical fitter, boiler maker or Millwright NQF level 4 or higher	- No certificate (0 points) - NQF 4 and trade test (5 points) > NQF 4 and trade test (10 points)	10	5
TOTAL			100	55

Functionality hurdle breakdown (all qualifications must be SAQA accredited)

Bidders are to list the relevant experience, in terms of undertaking prior works relevant

Qualifications

- All foreign and technical qualifications provided must be South African Qualifications Authority or CETA/SETA-approved/accredited
- The bidder is to indicate the organogram for human resources to be committed to the execution of this contract

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

Certificates of Completion and or signed Client Reference Letters with proof of Contract Values or Proof of Contract Values of Previous Projects Completed must be attached on **Returnable Document**

NB SCORING NOTES

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

- 1) Referee Company letter head.**
- 2) The order number or contract reference number or contract details.**
- 3) The description of works performed by the bidder.**
- 4) The value of the works performed by the bidder.**
- 5) The start and end date of the works performed by the bidder, in the format Month and Year.**
- 6) N.B All this information in the bidders' reference letter must support information populated in forms.**

Clause Number	Tender Data
F.3.13	a) In addition to the requirements of the Condition of Tender, offers will only be accepted if: i. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. ii. the tenderer has not abused the Employer's supply chain management system; and iii. the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. iv. The Employer/ may also request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. b) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations. c) The bid documents shall be submitted as a whole and shall not be taken apart unless the tenderer is instructed to do so in the bid documents. d) The list of returnable documents (PART T2) must be completed in full. (A tenderer's company profile will not be used by ACSA to complete PART T2 on behalf of the tenderer). If PART T2 is not completed in full by the tenderer, his offer may be rejected.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is two.

Clause Number	Tender Data

T2.1 List of Returnable Documents

Part 1 Returnable Schedules required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C2.2 Activity Schedule		
Certificate of attendance of non-compulsory briefing session		
Certificate of Authority to Sign Tender		
Certificate of Authority of Joint Ventures (where applicable)		
Record of Addenda to Tender Documents		
Proposed Amendments and Qualifications		
Schedule of the Tenderer's Experience and References		
Schedule of key personnel's details		
Schedule of key personnel's details including their CV's and qualifications		
Pre-bid Subcontracting agreement		
CIDB proof of registration		
Proposed Subcontractors (Where applicable)		
Enterprise Questionnaire		
Declaration of interest (SBD 4)		
Preference points claim (SBD 6.1)		
Local Content (SBD 6.2)		
Bidders past supply chain management practices (SBD 8)		
Certificate of Independent bid determination (SBD 9)		

Part 2 Other documents required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
SARS Tax Clearance Pin Certificate		
Broad Based Black Economic Empowerment (BBB-EE) verification certificate		
Letter of Good Standing with the Workers Compensation Commissioner		
Proof of Registration to the Central Supplier Database (CSD)		

Part 3 Returnable Schedules that will be incorporated into the contract.

DOCUMENTS SUBMITTED	YES	NO
Proposed Amendments and Qualifications		
Schedule of Tools and Special Equipment (C3 Annex E)		
Suggested Stores, Environmental and safety management proposal (C3 Annex I)		
Resource proposal (C3 Annex G)		
Form C10. Occupational Health and Safety Questionnaire		
Form C11: Schedule of Information to be provided by Tenderer		
Form C12: Proposed Amendments and Qualifications		
Form C13: Confidentiality and Non-Disclosure Agreement		
Form C14: POPIA Annexure		

Part 4 Other documents that will be incorporated into THE CONTRACT

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C1.2 Contract Data as per the NEC3 Term Service Contract (April 2013)		
C2.1 Pricing Instructions		
C2.2 Price List (including the Activity Schedule)		
C3 Service Information – including All Annexes		

T2.2 Returnable Documents Content

Part 1 Returnable Schedules required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C2.2 Activity Schedule		
Certificate of attendance of non-compulsory briefing session		
Certificate of Authority to Sign Tender		
Certificate of Authority of Joint Ventures (where applicable)		
Record of Addenda to Tender Documents		
Proposed Amendments and Qualifications		
Schedule of the Tenderer's Experience and References		
Schedule of key personnel's details		
Bid specific Organogram		
Schedule of key personnel's details including their CV's and qualifications		
Maintenance Methodology		
Pre-bid Subcontracting agreement		
CIDB proof of registration		
Proposed Subcontractors (Where applicable)		
Enterprise Questionnaire		
Declaration of interest (SBD 4)		
Preference points claim (SBD 6.1)		
Local Content (SBD 6.2)		
Bidders past supply chain management practices (SBD 8)		
Certificate of Independent bid determination (SBD 9)		

Part 2 Other documents required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
SARS Tax Clearance Pin Certificate		
Broad Based Black Economic Empowerment (BBB-EE) verification certificate		
Letter of Good Standing with the Workers Compensation Commissioner		
Proof of Registration to the Central Supplier Database (CSD)		

Part 3 Returnable Schedules that will be incorporated into the contract.

DOCUMENTS SUBMITTED	YES	NO
Proposed Amendments and Qualifications		
Schedule of Tools and Special Equipment (C3 Annex E)		
Contract start-up proposal (C3 Annex F)		
Suggested Maintenance Programme (C3 Annex H)		
Suggested Stores, Environmental and safety management proposal (C3 Annex I)		
Resource proposal (C3 Annex G)		
Form C10. Occupational Health and Safety Questionnaire		
Form C11: Schedule of Information to be provided by Tenderer		
Form C12: Proposed Amendments and Qualifications		
Form C13: Confidentiality and Non-Disclosure Agreement		
Form C14: POPIA Annexure		

Part 4 Other documents that will be incorporated into THE CONTRACT

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C1.2 Contract Data as per the NEC3 Term Service Contract (April 2013)		
C2.1 Pricing Instructions		
C2.2 Price List (including the Activity Schedule)		
C3 Service Information – including All Annexes		

FORM A 1. CERTIFICATE OF AUTHORITY TO SIGN TENDER

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested.

An example is shown below:

"By resolution of the board of directors taken on _____ 2022

Mr/Ms _____ has been duly authorized to sign all documents in connection with this tender for

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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

Name

Signature

Name

Signed		Date	
Name		Position	
Tenderer			

FORM A 2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed 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.....
		Signature..... Name..... Designation.....

FORM A 3. Joint Venture Agreement

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

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

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

Please complete the following:

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

FORM A 4. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM A 5. PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM A 6. SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE).

• **Make as many copies of this page as YOU require to fill in.**

- *In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

The following is a statement of work i.e.

RFP for the Supply, Installation, Testing and Commissioning of Fuel Pit Valves at Cape Town International Airport CIA6723/2021/RFP

or similar works stated in the functionality evaluation requirement - etc

***Each line to be supported by referral letter with specific details as populated below. If start and end date are not there in the format required, the project experience will be disregarded by the bid evaluation committee.**

	Employer/Company, Contact Person and Telephone Number.	Description of Contract (Works which the bidder performed)	Value of Work which the bidder performed inclusive of VAT (Rand)	Duration – (N.B <u>Start and End dates</u> written in a format of Month and Year)
1.				
2.				
3.				
4.				
5.				

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

Signed		Date	
Name		Position	
Tenderer			

BIDDING ENTITY/ENTITIES' REFERENCE LETTERS

- Insert Bidding entity or entities' reference letter in support of the information provided in **Form A 7 {SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE)}**.
- In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.
- Reference letter of the Bidding entity/entities must have the following as a minimum: -
 1. Reference Company letter head.
 2. The order number or contract reference number.
 3. The description of works performed by the bidder.
 4. The value of the works performed by the bidder.
 5. The start and end date of the works performed by the bidder, in the format Month and Year.

N.B All this information in the bidders' reference letter must support information populated in form A 9.

FORM A 7. SCHEDULE OF THE TENDERER'S CURRENT COMMITMENTS

- *Make as many copies of this page as YOU require to fill in.*
- *In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

	Employer, Contact Person and Telephone Number.	Description of Contract	Value of Work inclusive of VAT (Rand)	Duration (Start and End dates)
1.				
2.				
3.				
4.				

Signed		Date	
Name		Position	
Tenderer			

FORM A 8. SCHEDULE OF KEY PERSONNEL'S DETAILS**1. Project Manager**

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	Other Qualification	

SCHEDULE OF KEY PERSONNEL'S DETAILS

2. Site Supervisor

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	Other Qualification	

SCHEDULE OF KEY PERSONNEL'S DETAILS

3. Safety Officer

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	Other Qualification	

SCHEDULE OF KEY PERSONNEL'S DETAILS

4. Technician(s)/Pipe Fitter(s)

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	Other Qualification	

FORM A 9. SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**1. Project Manager**

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S EXPERIENCE

FORM A 10. 2. Site Supervisor

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S EXPERIENCE

FORM A 11. 3. Safety Officer

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S EXPERIENCE

FORM A 12. 4. Technician(s)/Pipe Fitter(s)

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
e)			
f)			
g)			
h)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S DETAILS INCLUDING THEIR CV'S AND QUALIFICATIONS

Note: Attach copy of resource's most recent and updated CVs and qualification in this section, the information contained on the CVs will be used in the evaluation of the tender. Please ensure that you supply relevant information for interrogation by the TPEC (Tender Preparation and Evaluation Committee)

FORM A13 : PRE-BID SUBCONTRACTING AGREEMENT (if applicable)

Please note sub-Contracting requirements as per PPPFA Act and CIDB requirements

FORM A 14. CIDB - CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderer to insert proof of a valid CIDB grading.

Note: CIDB of the lead Partner in a JV must be equivalent to or higher than the Grading required by this Bid.

FORM A 15. SCHEDULE OF PROPOSED SUB-CONTRACTORS (if applicable)

We notify you that it is our intention to employ the following Sub-contractors for work in this contract to a minimum of 30% of the awarded scope.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors 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.

By agreeing to this, you also agree to the independent vetting and evaluation of your appointed sub-contractor(s) by the TPEC responsible for this Tender

	Name and address of proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor.
1.			
2.			
3.			
4.			
5.			

FORM A 16. ENTERPRISE QUESTIONNAIRE

The following pertains to the Tenderer. 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 of 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:

1. Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder

2. Name of institution, public office, board or organ of state and position held

3. Current or 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

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

1. Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder

2. Name of institution, public office, board or organ of state and position held

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

FORM A 17. BBBEE VERIFICATION CERTIFICATE

The bid must include an original or certified copy of the B-BBEE verification certificate issued by a SANAS accredited verification agency, the certificate should be an original or a certified copy.

The Preferential Procurement Regulations section 12 (3) 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.

FORM A 18. TAX CLEARANCE PIN CERTIFICATE

All bid submissions must have a valid original tax clearance pin certificate as part of the compliance requirements. 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 pin certificate/s in their personal capacities.

FORM A 19. LETTER OF GOOD STANDING WITH THE WORKERS COMPENSATION COMMISSIONER (COIDA)

Tenderer to insert proof of a valid Letter of Good Standing (Letter of Good Standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA)

FORM A 20. CSD – CENTRAL SUPPLIER DATABASE

Please insert valid and current print-out here

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity
Number.....
- 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

(e) Parliament.

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

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

2.7.1 If so, furnish the following:

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

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

.....
Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

4 DECLARATIONS

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

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

1.3 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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

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

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

WITNESSES

1.

2.

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

DATE:

ADDRESS

Introduction

In terms of the Preferential Procurement Policy Framework Act, 5 of 2000 (PPPFA) and the regulations thereto, bids in respect of goods, services or works that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local content and production will be considered. This tender falls within a designated sector and ACSA is therefore required to stipulate the minimum threshold for local production and content. The minimum threshold for local content and production for this tender is 100% of the bid price. Any bidder who fails to meet the minimum threshold for local production and content will be disqualified from the process. To this end, bidders must complete a declaration certificate for local content and production (SBD 6.2) which is Annexure of this tender document. Failure to return a completed SBD 6.2 form will make a bidder liable for disqualification.

1. Calculation of local content and production

Local content means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place. Imported content means the portion of the bid price represented by the cost the cost of components, parts or materials which have been or are still imported (whether by the supplier or its sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry. The South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x will be used to calculate local content. The formula to be used to calculate local content is as follows:

$$LC = 1 \left(\frac{x}{y} \right) \times 100$$

Where:

X represents imported content

Y represents bid price excluding value added tax

Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

Declaration certificate for local production and content (SBD 6.2)

This Standard Bidding Document (SBD) must form part of all invited bids. 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, 2011 and the SABS approved technical specification number SATS 1286:201x.

2. General Conditions

- 2.1 Preferential Procurement Regulations, 2011 (Regulation 9(1) and 9(3) make provision for the promotion of local production and content.
- 2.2 Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, for bids referred to in paragraphs 2.4.2, 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.
- 2.4 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.
- 2.5 A bid will be disqualified if:
 - The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 2.6 below; and
 - The completed SBD 6.2 form together with its declaration, is not submitted as part of the bid documentation.

3. Definitions

- 3.1 “Bid” means a written offer in a prescribed or stipulated form in response to an invitation by ACSA for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 3.2 “Bid Price” price offered by the bidder, excluding value added tax (VAT);
- 3.3 “Contract” means the agreement that results from the acceptance of a bid by an ACSA;

- 3.4 “Designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 3.5 “Duly Sign” means a Declaration Certificate for Local Content that has been signed by the 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).
- 3.6 “Imported Content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 3.7 “Local Content” means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 3.8 “Stipulated Minimum Threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 “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.

4. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

<u>Description of service, works or goods</u>	<u>Stipulated minimum threshold</u>	
<u>Pit Valve Installation – Supply and Install</u>	<u>100</u>	<u>%</u>
<u>Parts</u>	<u></u>	
<u>Labor</u>	<u></u>	

6.1 Does any portion of the services, works or goods offered have any imported content? YES/NO

If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 3 above must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

The rate(s) of exchange against the appropriate currency is as follows:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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 RFQ No. -

—

ISSUED BY: (Airports Company South Africa SOC Ltd):

—

NB: 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 2.3 above and the following figures:

Bid price, excluding VAT (y)	R...
Imported content (x)	R...
Stipulated minimum threshold for Local content (paragraph 2.6 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Airports Company South Africa SOC Ltd has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (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, may result in the Airports Company South Africa SOC Ltd imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

WITNESSES

3.

4.

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

DATE:

ADDRESS

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND
CORRECT.**

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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 per 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 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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.

6. 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.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Scope of Work

Refer to Part C3 on the NEC Contract for a detailed scope

Form C10. Occupational Health and Safety Questionnaire

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

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

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

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

The following documentation should also be provided with the tender:

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

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

Form C11: Schedule of Information to be provided by Tenderer

1.	Company details:	Registered Address: Contact Person: Telephone: Fax:
2.	Shareholders	Names/Percentages of holdings:
3.	Bankers	Name of Account Holder: Bank: Branch: Account Number: Bank and branch contact details:
4.	Turnover	Approximate turnover for each of the past three years: 2016: 2017: 2018:
5.	Management and Manpower Resources	Supervisors: Labourers: Other: Name of Supervisor to be allocated to this contract:
6.	Construction Equipment (Value in R)	Equipment owned by Company: Own workshop/stores (location):

Signed		Date	
Name		Position	
Tenderer			

Form C12: Proposed Amendments and Qualifications

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

Form C13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Riverwoods Office Park

24 Johnson Road

Bedforview

Johannesburg

AND

Registration No: _____

“ _____ ”

of

ADDRESS:

1. **INTERPRETATION**

In this agreement -

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

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

data and profiles, ideas, computer programmes, drawings and any other information of a confidential nature of the disclosing party, in whatever form it may be;

- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
 - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
 - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
 - 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
 - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
 - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;
- but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
 - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
 - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
 - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
 - 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so

disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

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

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return

to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".

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

5.2.1 where copies of the confidential Information are held;

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

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

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

6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.

- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of 2 years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

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

- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 2022

**AIRPORTS COMPANY SOUTH AFRICA SOC
LIMITED**

the signatory warranting that he is duly authorised
thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 2022

NAME OF BIDDER:

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

Form 14 : POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

any disclosure by a Party to its shareholders or members pursuant to any

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS, DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2022.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2022.

TENDER FOR THE SUPPLY AND INSTALLATION OF FUEL PIT VALVES AT CAPE TOWN INTERNATIONAL AIRPORT

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

and

.....

.....

.....

.....

Contract Number -

VOLUME 2

NAME OF TENDERER:

Contents

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.4	Insurance Schedule

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Price List (including the Activity Schedule)

Part C3: Service information

C3	Service Information
----	---------------------

Part C4: Site information

C4	Site Information
----	------------------

C1.1 Form of Offer and Acceptance

Offer

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

SUPPLY AND INSTALL FUEL PIT VALVES AT CAPE TOWN INTERNATIONAL AIRPORT

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

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

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

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

for the Contractor

Signature: _____ Date: _____

Name: _____ Capacity: _____

Name of organisation: _____

Address of organisation: _____

Name of witness: _____ Signature: _____

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature:

Date:

Name:

Capacity:

Name and address of organisation

Airports Company South Africa SOC Limited,
 Southern Office Block
 Cape Town International Airport
 Private Bag X9002
 Cape Town International Airport, 7525

Name of witness :

Signature:

Name:

Capacity:

Schedule of Deviations

Subject:

Details:

.....

Subject:

Details:

.....

Subject:

Details:

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

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

For the Employer

For the Bidder

Signature (s)

Name (s)

Capacity

Name and Address

Airports Company South Africa SOC Limited,
Southern Office Block
Cape Town International Airport
Private Bag X9002
Cape Town International Airport, 7525

(Insert name and address of organization)

Name &
Signature of
witness

Date

(Insert name and address of organization)

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

General Conditions of Contract

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

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

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

C1.2a - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract of the NEC3 ECC3 Contract (April 2013)
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	Cape Town International Airport Southern Office Block Private Bag X9002 Cape Town International Airport, 7525
	Tel No.	+27 21 937 1200
10.1	The <i>Project Manager</i> is:	Awelani Netshivhangoni
	Address	Cape Town International Airport Southern Office Block Private Bag X9002 Cape Town International Airport, 7525
	Tel No.	+27 21 937 1200
	e-mail	Awelani.Netshivhangoni@airports.co.za
11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the Project Manager
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport
11.2(13)	The <i>service</i> is	The Supply and Install Fuel Pit Valves, as more fully set out in section C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	Access to site Availability of bays Risk Register (Annex K)
11.2(15)	The <i>Service Information</i> is in	The section titled <i>Service Information</i> included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days

21.1	The period within which the Contractor provides the Contractor's Plan	5 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Upon ACSA (Airports Company South Africa) signing the contract
30.2	The <i>Service Period</i> is	24 months from the <i>starting date</i> , or when the 24 months contract value has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	15 th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> ("the Insurance Schedule").
83.1	The <i>Contractor</i> provides these additional insurances	The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i> .
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.

9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .																								
10	Data for main Option clause																									
A	Priced contract with price list	Refer to section C2.1 and C2.2.																								
11	Data for Option W1																									
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																								
	<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </tbody> </table>	Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za	
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council																								
W1.4(2)	The <i>tribunal</i> is:	Arbitration																								
W1.4(5)	The <i>arbitration procedure</i> is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)																								
	The place where arbitration is to be held is	Johannesburg, South Africa.																								
	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.																								
Option A	The Contractor prepares forecasts of the final total of the Prices for the whole of the <i>Services</i> at intervals no longer than 4 weeks.																									
12	Data for secondary Option																									
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary																								
X2	Changes in the law	No data is required for this secondary Option																								

X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The amount stated in the contract data.
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to:	The amount stated in the contract data.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; infringement of an intellectual property right
X19	Task Order	Task Order shall be issued in line with the Employer's Supply Chain Management Policies and governing regulations.

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

	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service:	
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	
Z5	Termination	
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".	
	Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:	
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00	

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

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

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

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

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

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

Z10	Ethics
------------	---------------

Z10.1 The *Contractor* undertakes:

Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11	Confidentiality
------------	------------------------

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	<i>Employer's Step-in rights</i>
Z12.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Project Manager, the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the Project Manager to achieve this end.
Z13	<i>Liens and Encumbrances</i>
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z14	<i>Intellectual Property</i>
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z14.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.

- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

- Z16.1** Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption."

Z17 BBBEE and Tax Clearance Certificates

- Z17.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18	Communication
Z18.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The Project Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
Z18.2	The Project Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z19	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z19.1	As part of this contract the <i>Contractor</i> acknowledges that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended, and agrees to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No	
	Email Address:	
	Represented by:	
	Title:	
	Address:	
	Telephone:	
	Email Address:	
	The <i>direct fee percentage</i> is:	%
	The <i>subcontracted fee percentage</i> is:	%
11.2	The <i>working areas</i> are	Refer to C3 'Service Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to resource proposal
1.	Name:	
	Responsibility:	Project Manager
	Qualifications:	
	Experience:	
2.	Name:	
	Responsibility:	Site Supervisor
	Qualifications:	
	Experience:	
3	Name:	
	Responsibility:	Safety Officer
	Qualifications:	
	Experience:	
4	Name:	
	Responsibility:	Pipe Fitter (s)
	Qualifications:	
	Experience:	
11.2	The following matters will be included in the Risk Register	

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

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for **PROJECTS** with a **value below R50 million** on the **LANDSIDE**

1.1 Contract Works

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

1.2 Public Liability

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

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million • Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5 million; • In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million; • Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for **PROJECTS** with a value below **R50 million** on the **AIRSIDE**

1.1 Contract Works

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

1.2 Public Liability

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

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million;

- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for **PROJECTS** with a value above **R50 million** on the **LANDSIDE**

- Projects with a value of more R50 million are not automatically covered under the construction policies.
- A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury (Email: nokulunga.masiza@airports.co.za).

2.1 Contract Works

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

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

2.2 Public Liability

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

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for **PROJECTS** with a value above **R50 million** on the **AIRSIDE**

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury (Email: nokulunga.masiza@airports.co.za).

3.1 Contract Works

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

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

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R1 025 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;

- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;
- Contractors / consultants should re-insure the deductibles.

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to:

*From:

Aon South Africa (Pty) Ltd - Construction & Engineering

Attention: Priscilla Hart

1 Sandton Drive

Sandhurst, Sandton

2196

Tel No: +27 (11) 944 7974

E- mail: priscilla.hart@aon.co.za

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

DATE OF LOSS:

REPORTED TO SITE AGENT BY:

DATE

REPORTED TO AON SOUTH AFRICA BY:

DATE

Locality of Incident:

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

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

Names and address of witnesses:

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

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

Person whom assessor should contact:

Telephone, fax number and e-mail:

SIGNED BY: SIGNATURE:

COMPANY: DATE:

C2.1 Pricing Instructions

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

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

C2.2 Price List

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

Part 1 - Activity Schedule

Item No.	Activity Description	Quantity	Amount (per single item)	Total
1	Preliminary and General			
a.)	Contract Management and administration (including required reporting such as monthly reports, spares inventory management reports, office overheads etc.).	Sum	R	R
b.)	Insurance (All ACSA required insurance)	Sum	R	R
c.)	Cell phones	Sum	R	R
d.)	Airport personnel access permits, airport vehicle access permits and parking fees – <i>provisional sum R20,000.00</i>	Sum	R	R
e.)	Tools, equipment and consumables	Sum	R	R
f.)	All required travelling	Sum	R	R
Carried to Summary				R

Part 2 – Bills of Quantities

a) Materials and project cost:					
b) Bills of Quantities					
All required materials and labour for the removal of redundant, non-compliant hydrant pit valves and replacement with certified compliant equipment for the Fuel Reticulation line at Cape Town International Airport . Unit costs are to be fully inclusive of all materials, labour, transport, handling, fixings, tools, equipment and consumables required to ensure fully compliant installation in accordance with the relevant specifications, regulations and manufacturer’s installation instructions. *All Tools, equipment and consumables are included in the unit cost. The term “Tools, equipment and consumables” is inclusive of any cleaning materials, fasteners, lubricants, chemicals, electronic and measurements devices (multi-meters, etc.), that are required to remove existing equipment and refurbish the Hydrant Pit Valve assemblies as described.					
Item	Activity Description	Qty	Unit Material	Unit Labour	Total
Apron “Alpha” at Cape Town International Airport .					
a.	Remove existing equipment to expose raw mounting flange on 150NB riser pipe	28	R	R	R
b.	Supply and install new Under Hydrant Shutoff Valve – complete with gasket and fixings	28	R	R	R
c.	Supply and install new EI1584 Edition 4 compliant Pit Valve	28	R	R	R
d.	Re pressurise and test function and seal integrity	28	R	R	R
Value of Works carried to Summary:					R

Item N ^o .	Activity Description	Quantity	Amount (per single item)	Total
Apron "Bravo" at Cape Town International Airport.				
a.	Remove existing equipment to expose raw mounting flange on 150NB riser pipe	40	R	R
b.	Supply and install new Under Hydrant Shutoff Valve – complete with gasket and fixings	40	R	R
c.	Supply and install new EI1584 Edition 4 compliant Pit Valve	40	R	R
d.	Re pressurise and test function and seal integrity	40	R	R
Value of Works carried to Summary:				R
Apron "Charlie" at Cape Town International Airport.				
a.	Remove existing equipment to expose raw mounting flange on 150NB riser pipe	4	R	R
b.	Supply and install new Under Hydrant Shutoff Valve – complete with gasket and fixings	4	R	R
c.	Supply and install new EI1584 Edition 4 compliant Pit Valve	4	R	R
d.	Re pressurise and test function and seal integrity	4	R	R
Value of Works carried to Summary:				R

Part 3 – Testing and commissioning

Description	Qty	Unit Cost	Total
Testing of valve functionality	Sum	R	R
Testing rig	1	R	R
Total			R

SUMMARY OF COSTS – Fuel Hydrant Valve Replacement Project

Description	Total
Part 1:Preliminary and General	R
Part 2:BOQ – Value of works at Cape Town International Airport Apron “Alpha”.	R
BOQ – Value of works at Cape Town International Airport Apron “Bravo”	R
BOQ – Value of works at Cape Town International Airport Apron “Charlie”	R
Part 3:Testing and Commissioning	R
Sub-Total (Ex VAT)	R
VAT (15%)	R
Total VAT Incl (to be carried to the C1.1 Offer and Acceptance)	R

C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to refurbish the existing fuel hydrant system at Cape Town International Airport and to maintain the serviceability of the system in a sustainable manner. To achieve this goal, it is necessary to refurbish the existing installation to comply with the current International Aviation Fuel Specifications and Legislation.

The scope entails the Supply and Installation of new fuel pit valves and associated accessory components at the Cape Town International Airport. In brief, the refurbishment programme entails the procurement, supply and installation of all necessary EI 1584 Edition 4 and JIG 12, equipment to upgrade the fuel supply system of the Cape Town International Airport.

The equipment primarily comprises:

- Fuel Hydrant Pit Valves – as specified in Annex J;
- Under Hydrant Shutoff Valves – complimentary to the Pit Valves and specified in Annex J;
- Cathodic protection insulators and isolators as prescribed by the equipment manufacturer; and
- Integration of the new equipment to the existing operations and control services.

Concurrent to the refurbishment programme, a level of maintenance must be carried out on the existing service. An independent maintenance contractor provides servicing, repairs, replacement and system performance testing of the various components that comprise the existing fuel line. Should replacement of any major component be necessary, this will be incorporated into the refurbishment programme.

Replacement – changing of faulty components or obsolete components with an upgraded part or modification to comply with the requirements of the Energy Institute specification EI 1584 - FOUR-INCH HYDRANT SYSTEM COMPONENTS AND ARRANGEMENTS 4th edition, May 2017.

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

Specific note is made of the responsibility of the contractor to ensure all aspects of the Airports Safety Protocol in execution of his duties.

Extent of the works

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

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

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

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

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

A further requirement is that all communication equipment and/or tools and equipment shall be intrinsically protected against generation or accumulation of any form of electrical discharge.

Location of the works

The Works are located at the Airside of the Cape Town International Airport. Refer to Annex A (schedule of equipment).

PROCUREMENT

Preferential procurement procedures

Requirements

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

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

Subcontracting

No part of this Contract may be subcontracted unless with written approval from ACSA.

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

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

All works shall be scheduled, and a roster presented to the Project Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations, the plan to be revised weekly and submitted to the Project Manager for approval.

Normal airport operational hours shall be:

Cape Town International Airport: Mon-Sun 04H00 – 23H00

Normal working Hours shall be 08H00 - 16H30

Standard fuel line isolation times shall be determined by the operational requirements of the airport. Normally, fuel line access for physical works will be available between 24H00 and 04H00. This “normal” operational window may be subject to occasional variation due to operational considerations.

Methods and procedures

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

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

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

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Project Manager from time to time.

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

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

Management meetings

The Contractor will be expected to convene meetings relating to contract and risk management, project progress and other issues that may arise from time to time. The Contractor shall not submit claims for payment for staff attending any of these.

The meeting shall be site specific and will be held on site.

Electronic payments

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

Monthly reports

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

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

Permits

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

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

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

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

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

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

Proof of compliance with the law

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

Insurance provided by the employer

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

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

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

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

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

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 Project Manager.

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios

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

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

All communication equipment utilised on the fuel line refurbishment project shall be spark and electrical accumulation free.

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded, guarded and access controlled to prevent unauthorised access and risk of injury relating to machinery, work or other.

Barricades and lighting

Where hoarding, barricades or lighting are required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry standards and norms, as well as the published requirements of ACSA (Annex L) and shall be removed from work areas immediately on completion of the works in that area.

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Service Level Agreement	Annex B
OHS Act Appointment by Contractor	Annex C
Environmental Terms and Conditions	Annex D
Schedule of Tools and Special Equipment	Annex E
Contract start-up proposal	Annex F
Resource proposal	Annex G
Suggested Removal and Replacement Process	Annex H
Technical Specification for Pit & Under Hydrant Shut-off Valves	Annex J
Risk Register	Annex K

ANNEX A

SCHEDULE OF EQUIPMENT

Cape Town International Airport

FUEL HYDRANT PIT VALVES & ACCESSORIES				
Type of Unit	Certification	Location	Qty	Work Description
Self Sealing Pit Valve	EI 1584	Alpha Apron	28	Replace and reinstate
Under Hydrant Shut-off Valve	EI 1584	Alpha Apron	28	Install 28
Self Sealing Pit Valve	EI 1584	Bravo Apron	40	Replace and Reinstate
Under Hydrant Shut-off Valve	EI 1584	Bravo Apron	40	Install 40
Self Sealing Pit Valve	EI 1584	Charlie Apron	4	Replace 4
Under Hydrant Shut-off Valve	EI 1584	Charlie Apron	4	Install 4

Pipe Diameter	400mm
Pipe Length	2660 m
Pipe Diameter	300mm
Pipe Length	1234 m

Note: Physical verification and quantifying to be done during site inspection

SERVICE LEVEL AGREEMENT

Operational hours

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

Normal airport operational hours shall be:

Cape Town International Airport: Mon-Fri and Sun 06H00 – 22H00; Sat 07H00 – 19H00

Normal Working Hours shall be 07H00 – 17H00

Standard fuel line isolation times shall be determined by the operational requirements of the airport. Normally, fuel line access for physical works will be available between 24H00 and 04H00. This “normal” operational window may be subject to occasional variation due to operational considerations.

Minimum Staffing Schedule

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience related to the scope of work. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to fuel hydrant system.

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the fuel hydrant system.

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

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

The Contractor must have additional resources available to attend to lengthy shutdowns for extended section replacement.

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

The Contractor shall deploy sufficient staff to complete the installation works as programmed. The Tenderer must ensure that adequate allowance for all these items is made for in his/her pricing in the Activity Schedule.

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for removal of redundant equipment and replacement with compliant equipment; ➤ Fuel hydrant system systems availability shall be kept at or above 99.5% overall per month. ➤ Cathodic systems availability shall be kept at or above 99.5% overall per month.
Installation time	All removal and replacement works will be done in accordance with a detailed and accepted works programme. No deviation from programmed timelines will be accepted when fuel line isolation has commenced: ➤ Programmed time schedules will be submitted and maintained for refurbishment works to be conducted during airport normal operational hours. ➤ Extraordinary extension of time will only be approved in the event of emergency after airport operational hours
Closure Duration	Fuel line closures and restrictions will be programmed: ➤ During airport normal operational hours and in cooperation with the Airport Operations Manager who will schedule the closure to suit the operational requirements of the airport.

Any site emergency or failure requiring a second level of response (the intervention of a Field Engineer or higher expertise)	➤ All emergency situations will be dealt with at the time of occurrence. All required parts and or facilities will be made available immediately to ensure the minimum of disruption to the airport's operation. ➤ Any emergency that may arise shall be reported as an incident within twenty four (24) hours of that occurrence.
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Human resources

The following minimum standards shall apply to resourcing:

1. For all installation and refurbishment work: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The staff compliment shall be sufficient to perform all programmed removal and refurbishment work for each scheduled fuel line restriction period.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to and complete his programmed refurbishment works.
4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to manage his work teams and to attend to any unforeseen situations that may arise.
 - b) Is suitably qualified and experienced to work on any fuel line component or element.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage all site staff and possible sub-contractors during system refurbishment works and can successfully interact with airport operational staff and airport management.

Staff qualifications

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

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

The Contractor must comply and respond to the following:

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

*Programme adherence will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages where ACSA has refused system repairs and/or adequate access to the site. The total programmed works shall be compared to the actual works completions to determine the Contractor's performance. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period of completed works shall be twelve (12) months. During this period, the Contractor shall be rectified, and return to service, all failures or breakdowns experienced at no cost to the Client.

Low Service Damages

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

This addendum may not be terminated for convenience.

Low Service Damage

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low Service Damage 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 from the Contractor.

Low Service Damage are limited to a maximum of **25% of the contract value/month**.

Penalty breakdown

Penalty Description	Penalty
Where a programmed installation cannot be completed the same day due to the unavailability of a part.	R 2 500.00 (unless the unavailability of the part was agreed to by the Project Manager or his/her duly authorised representative)
Leaving an installation unattended or incomplete for another day or shift.	R 2 000.00 (unless the delay in installation was agreed to by the Project Manager or his/her duly authorised representative.)
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month

Continuous Improvement Program.

It is hereby required that the Contractor ensures that a continuous improvement program is in place.

Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

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

PROJECT INSTALLATION RECORD SHEETS

When refurbishment installation is carried out, record sheets must be completed and signed off by both the Contractor's Site Manager, the responsible Technician, and an ACSA representative.

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

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

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

ANNEX C

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC Limited

Physical Address: Airports Company South Africa SOC Limited, Southern Office Block Cape Town International Airport Private Bag X9002 Cape Town International Airport, 7525
--

Hereinafter referred to as “Client”

Name of organisation:

Physical Address:

Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

To be completed by contractor

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - Public Liability Insurance Cover as required by the Subcontract Agreement.
 - Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatory undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will always comply with the following conditions:

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

I, (Identity Number:),

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

ANNEX D

**ACSA PIT VALVE REFURBISHMENT CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

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

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

	• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damage

Low Service Damage shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

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

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

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

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

at:

ANNEX E

TOOLS AND SPECIAL EQUIPMENT

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

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

ANNEX F

RESOURCE PROPOSAL

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

SUGGESTED REMOVAL AND REPLACEMENT PROCESS

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

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

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

All Removal and Installation works shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all installation is done in accordance with the OEM requirements.

Refurbishment Process for fuel hydrant Pit Valves and Under Hydrant Shutoff Valves.

	REMOVAL OF EXISTING PIT VALVES & ACCESSORIES
01	Confirm the availability of the programmed portion of fuel line with the Airport's Operations Manager or his appointed representative.
02	Obtain written permission to access the necessary Valve Chambers to isolate the identified line section.
03	c) Arrange attendance of fuelling vehicle for proposed decompression time.
04	Deploy staff to work site and ensure safe working conditions.
05	Access valve chambers and slowly open any bypass valves before slowly closing the main isolation valves.
06	Open Pit Valve Box lids and allow fuel vehicle to draw off standing fuel and provide a minimally negative line pressure.
07	Confirm fuel line is adequately decompressed and remove fuel vehicle connection.
08	Check and verify the integrity of the Pit Box seals and walls.
09	Slowly loosen the fixing bolts securing equipment to the mounting flange at the head of the 150mm riser pipe.
10	Contain or clean any fuel seepage or spillage before finally removing the pit valve and any lower spool piece or accessory equipment.
11	Remove the disconnected equipment and put aside for later disposal.
12	Confirm the reduced level of standing fuel in the riser pipe.
13	Plug the exposed open end of the connection with soft cloth or bung to limit contaminant ingress.
	INSTALLATION AND TESTING OF NEW PIT VALVES & ACCESSORIES
01	Confirm the physical integrity of the mounting flange.
02	Clean and polish the mating face of the exposed mounting flange.
03	Chemically clean or ream the bolt holes of the mounting flange.
04	Measure the height from the mounting flange face to the top of the pit box and confirm that it complies with OEM installation requirements.
05	Install a new Klingsil –or approved equivalent - gasket to form an impervious seal between the flange face and the new Under Hydrant Shutoff Valve.
06	Check the new Under Hydrant Shutoff Valve and ensure that the stone guard is correctly fitted.
07	Test the operational function of the Under-Hydrant Shutoff Valve before fixing in position.
08	Install the new Under Hydrant Shutoff Valve and insert all of the fixing bolts to mount it to the riser pipe.
	INSTALLATION AND TESTING OF NEW PIT VALVES & ACCESSORIES (continued)
09	Hand tighten the bolts in a rotational sequence as recommended by the OEM supplier.
10	Confirm that the seal gasket is evenly set and has not been crimped or damaged.
11	Pre-set the fixing bolts with an approved wrench.
12	Torque the fixing bolts to 50% of recommended fixing pressure.
13	Check the operation of the valve with the provided valve tool. Leave in closed position.
14	Torque the Under-Hydrant Shutoff Valve, in the recommended sequence, to 100% of fixing pressure
15	Ensure that all provide studs are correctly inserted in the body of the Hydrant Pit Valve and tightened as recommended by the OEM supplier.
16	Insert the new Klingsil –or approved equivalent - gasket between the Hydrant Pit Valve and the Under-Hydrant Shutoff Valve.
17	Offer the Hydrant Pit Valve to the assembly and ensure that the gasket is not fouled, or damaged, in the joint.
18	Settle the Valve onto the mating face and seal.
19	Install flat washers, lock washers and nuts.
20	Hand tighten the nuts in a rotational sequence to ensure even pressure of installation.
21	Check that the valve is set evenly and fully aligned with the Under-Hydrant Shutoff Valve.
22	Semi-tighten the fixing stud nuts in the same rotational sequence as before. Torque to 50%.

23	Slowly open the Under-Hydrant Shutoff Valve and observe if any seepage occurs.
24	Torque the fixing stud nuts to 100% of recommended fixing pressure. Maintain the rotational sequence of tightening.
25	Clear all tools and materials from the work site and prepare to re-pressurise the fuel line.
	RETURNING THE FUEL LINE TO OPERATIONAL STATUS
01	Request return of fuelling vehicle to assist with pressurisation and spillage.
02	Connect the fuelling vehicle to one of the new Pit Valves in the refurbished section.
03	Slowly open the downstream side valve in the main fuel line.
04	Check all valves in the refurbished section for leak or spillage.
05	If any leakage or seepage is noted, immediately shut off the main line valves, retighten the fixings of the suspect joint and repeat the process.
06	When satisfied that there is no visual seepage or leaking, slowly open the upstream valve of the main fuel line.
07	With the fuelling vehicle connected, open the Under-Hydrant Shutoff Valve to pressurise the individual valves.
08	Check for leaks or spillage and rectify if necessary.
09	Uncouple and release the fuelling vehicle.
10	When all refurbished valve sets have been tested and certified as fully functional, sign off and hand over to ACSA representative.

DETAILED SCOPE OF WORK

DETAILED DESCRIPTION OF INSTALLTION

This contract is for the refurbishment of the existing fuel reticulation service at the Cape Town International Airport.

The existing supply reticulation system has a total of one hundred and three (103) supply points servicing the Cape Town International Airport. Of these existing Pit Valve distribution points, thirteen (13) are currently unused or unserviceable.

The currently installed Pit Valves are aged and in need of replacement to bring them into compliance with the latest editions' API Bulletin 1584, third edition and subsequent approved amendments and to meet the requirements of, ANSI/API Standard 607, Sixth Edition – 2010, ISO 10497: 2010.

Describe the condition of the building / area in which the works will be undertaken.

AREA SPECIFIC DESCRIPTION OF INSTALLTION

This contract is for the refurbishment of the existing fuel reticulation service at the Cape Town International Airport.

The existing supply reticulation system has a total of one hundred and three (103) supply points servicing the Alpha, Bravo and Charlie apron facilities of the Cape Town International Airport. The distribution and serviceability of these valves is broken down as follows:

Location	Indicated	Unused
Alpha Apron	28	6
Bravo Apron	40	6
Charlie Apron	4	1

Of these existing Pit Valve distribution points, thirteen (13) are currently unused or unserviceable.

The currently installed Pit Valves are aged and in need of replacement to bring them into compliance with the latest editions' API/EI Bulletin 1584, fourth edition and subsequent approved amendments and to meet the requirements of, ANSI/API Standard 607, Sixth Edition – 2010, ISO 10497: 2010.

This contract includes the supply, delivery, installation, commissioning, guarantee and 36 months maintenance of the Hydrant Pit Valves serving Cape Town International Airport.

It is a specific condition of this contract that no hot works will be undertaken at any time without the express approval of the relevant Airport Fire and Safety Manager.

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.

GENERAL DESCRIPTION

AREA SPECIFIC DESCRIPTION

Located on the service islands of the Alpha, Bravo and Charlie aprons of the Cape Town International Airport, this installation will be undertaken in an exposed area. The works will also be subject to the requirements of an operational airport and will therefore be restricted in terms of access, safety and operational time allowances.

The refurbishment of the reticulated fuel supply service will entail replacement of the existing Pit Valves with new valves complying to current regulations and norms.

The new Pit Valves will be as Avery Hardoll, Eaton Carter, CLA-VAL or equal and approved by the Engineer. The system is designed to be interfaced with a 100NB (4”) hose connection transported by dedicated fuelling vehicles and locking onto various commercial aircraft for fuelling purposes.

Control of the fuel line is resident in the delivery vehicles. Pneumatic control provided from the mobile point is supplemented by a Lanyard operated safety cut-off and an integrated “Deadman” response if the airline is cut or disconnected.

SCOPE OF WORKS

PROCUREMENT

Procurement for the Mechanical Supply and Installation Works Contract will comprise:

The procurement and supply to the Client:

- “Hydrant Pit Valves” – for the refurbishment of the existing reticulated fuel supplies at the Alpha, Bravo and Charlie runway aprons of the Cape Town International Airport;
- Gaskets and sealing materials for the installation;
- Under hydrant shut-off valves incorporating size transformation adaptors;
- “Stone Guard” filters;
- All necessary fixings and specialised accessories; and
- Certified coupling adaptors.

INSTALLATION PROCESSES

The processes and works defined for the Fuel Hydrants Rehabilitation Program contract shall include, but not be limited to:

The Contractor shall inspect the whole of the works and familiarise himself with the various aspects that may impact on the installation of works.

The contractor shall compile and submit a detailed works programme for acceptance and approval. This programme shall be published in standard Gantt Chart format and shall form the fixed timeline for the works.

The normal operational constraints of the airport will be accommodated in the compilation of the works programme and will be approved by the Airport's Operations Manager prior to submission for project approval.

Any builder's or construction works that may be deemed necessary will be identified and notified on a "Builders' Work" drawing or drawings;

Working drawings, detailing the equipment supplied and the manufacturer's installation process shall be compiled and submitted for approval before commencement of installation works;

Suitable mounting brackets and supports and holding down bolts required for the adequate and professional fixing of the equipment, as specified by equipment suppliers, shall be submitted to the Engineer for approval. Samples so submitted will be retained for the duration of the contract as reference to the quality and type.

REHABILITATION INSTALLATION WORKS

Works to complete the rehabilitation of existing hydrant pit valve installations will include, but not be limited to:

Isolation of the active portion of the section of fuel reticulation that is to be worked on. Note that works will be scheduled to rehabilitate a number of pit valves in a sequence;

1. Depressurisation of the isolated section;
2. Cleaning of the valve pits and sealing if necessary;
3. Removal of the redundant Pit Valve assemblies to expose the bare mounting flanges at the head of the riser pipes;
4. Descaling if necessary. Note that open pipe must be protected from contaminant ingress prior to commencement of descaling;
5. Installation of the new Under Hydrant Shut-off Valves – complete with new gasket;
6. Installation of new Pit Valves;
7. Clean and proof function of emergency drains
8. Re-pressurising the isolated section of fuel line;
9. Confirmation of replacement integrity. Re-torque fixings if necessary; and
10. Return the rehabilitated section to normal service.

In the case of reinstating currently decommissioned or inoperative pit valves, the sequence of works will repeat the steps noted above with the exception of removing and replacing the “existing pit valve”.

PERMANENT REMOVAL OR CLOSURE

The permanent removal and/or closure of access to three (3) pit valves that will no longer be utilised is as follows:

1. Prepare work area as items 1 and 2 above.
2. Remove all and any valves and accessories to expose the raw flange at the termination of the riser pipe.
3. Install new impervious flange gaskets.
4. Install new ANSI class 16 Blank Flanges with new bolts and locknuts.
5. Remove the pit box and supporting elements;
6. Backfill and compact to natural ground level;
7. Finish with 50mPa concrete capping to match surrounding area.
8. Paint and finish to match.

REDUNDANT PIT BOXES AND THEIR ASSOCIATED PIT VALVES;

For relocation of pit valves from existing location to revised location to suit operational need – quantities to be confirmed – the following:

1. Confirm the location of the currently decommissioned pit box and valve assembly;
2. Assess condition and viability of the existing pit box;
3. Identify and isolate the new valve position;
4. Confirm existence of any concealed services in the area between existing and proposed locations;
5. Request authorisation to excavate above, below or adjacent to any existing service;
6. Mark out excavation parameters and limits;
7. Erect temporary hoarding or safety barrier;
8. Cut into the surface of the apron to expose the proposed pipe route from existing to new location;
9. Excavate to required depth of trenching;
10. Isolate the active portion of the section of fuel reticulation that is to be worked on;
11. Depressurise the isolated section;
12. Clean the equipment or flange face;
13. Remove the redundant Pit Valve assembly or blanking flange to expose the bare mounting flange at the head of the riser pipes;

14. Install new Schedule 40 Heavy duty steel pipe and necessary fittings, laid in prepared trenches and protected from corrosion as described elsewhere, to route supply from redundant to revised location;
15. Relocate the existing "Pit Box" removed from the redundant site, to house the relocated Pit Valves as indicated on drawings to provide revised fuelling;
16. Install Pit Box emergency drains;
17. Supply and fix all structural enclosures and supports for the relocated pit box fixtures;
18. Finishes to the new pit box locations to match surrounding areas;
19. Flash and waterproof of all pipe penetrations through external structures;
20. Backfill and compact to natural ground level;
21. Finish with minimum 30mPa concrete capping to match surrounding area; and
22. Paint and finish to match service requirements.

At all stages of works, the following functions shall be maintained.

- Generate and submit current "shop" drawings reflecting the proposed works.
- Produce "As Built" drawings to establish a current record of site installations and conditions.
- Compile and maintain three sets of Operating and Maintenance Manuals; and
- Remove from site of all excess and waste material generated during the works.

On completion of the works, the contractor shall test and commission the refurbishment works to prove the integrity of the installation.

- All new or relocated and refurbished pit boxes shall be inspected and the compliance with installation data received from the manufacturer / supplier shall be confirmed.
- Emergency drains shall be tested for function.
- Pit box covers shall be demonstrated to function in a manner that allows the cover to be laid flat when open to avoid damage by third party impact.
- The pit valves shall be connected to a specified service vehicle and the function of the valve shall be tested in operational mode.
- "Deadman" safety shall be demonstrated by removing the air supply to the pit valve and recording the cessation of flow through the valve.
- Bypass overflow shall be demonstrated and proved by removal of the fuelling hose and recording the extent of leakage or spillage.
- Quantify each element of the subcontract (use as many sub clauses as may be necessary to fully define the scope of works within this subcontract);

Redundant pit boxes and their associated pit valves;

- The entire installation must conform to the requirements of this specification and must be complete in every respect.

- This project is to be carried out in accordance with the Contractor's construction programme.

WORK TO BE CARRIED OUT BY OTHERS

All aspects of the works described herein are the responsibility of the appointed contractor who shall be responsible for the professional and complete performance of the contract.

PROGRAMME

A comprehensive works programme shall be compiled, in consultation with the Client's Operations management, and submitted for approval within ten working days of appointment of the subcontract.

Work shall commence in the accordance with the time schedules indicated in the Contractor's construction programme and shall be carried out in such a manner as to ensure maintenance of that programme.

The entire construction and installation works shall be commissioned and taken over by the Engineer in accordance with the Contractor's programme.

PRECEDENCE

This portion of the Specification must be read in conjunction with Part 4. This section takes precedence over Part 4 in respect of discrepancies in the description of equipment, materials or scope of works and shall be used as the principle determination of any conflict that may arise.

TENDER DRAWINGS

The following drawings form part of this specification and are to be read in conjunction with it.

Engineers drawings

Tenderers are to note that drawings are indicative of the work content and should be complete in all respects.

Submission of Working Drawings

The Contractor shall produce his own working drawings which shall conform with the Airports Company South Africa (ACSA) standards. Copy of this standard will be made to the contractor on application.

The Contractor shall produce his working drawings in a manner that ensures the uninterrupted progression of the Contractor's programme. The sequence of drawing compilation and submission shall be incorporated into his programme and shall allow for submission of initial drawings within two weeks of appointment to the subcontract.

Submission of all construction drawings shall be programmed to ensure minimal impact on following works within the scope of the contract.

Builder's Work Drawings

All and work to be carried out by others, in accordance with the Specification has been indicated on the Tender Drawings. The Contractor shall compile Builders' Work drawings to suit the plant offered by him, and accepted by the Engineer, within the time stipulated in Clause 5.6.3 hereof, from the date of acceptance of his tender, and shall submit to the Engineer, in duplicate, any revision which shall be made to such drawings.

Such Builder's Work Drawings shall indicate the location and extent of all foundations, bases, openings, timber frames and all other builder's work inclusive of the capacities and/or dimensions for all water or emergency drainage connections and any other work to be provided, as detailed in these Specifications.

The drawings shall be in a scale and in sufficient detail to enable the Builder to execute work without misunderstanding. The smallest scale that will be accepted for these drawings shall be 1:100 for layouts and 1:50 for details.

Within a reasonable period from receiving such Drawings the Engineer shall signify his approval, or otherwise, and one signed copy of each approved drawing shall be returned to the Contractor.

Shop Drawings

The Contractor shall submit to the Engineer, for approval within the period stipulated above, duplicate copies of all Shop Drawings as required for the procurement of equipment, manufacture and installation of the Works, or as the Engineer may reasonably desire.

Numerous valve chambers are included in this contract. For purpose of shop drawing production, these areas shall be treated as plant rooms and shall be drawn to a scale of not smaller than 1:50. All details of work within plant rooms shall be produced in a scale not smaller than 1:25. All details shall be drawn in a scale suitable to ensure all detail required is easily discernible, but at no time shall this scale be smaller than 1:25.

Within a reasonable period after receipt of drawings for approval, the Engineer shall signify his approval, or otherwise, in writing and shall at that time, return one signed copy of each approved drawing to the Contractor, for his records.

The Contractor shall not, unless otherwise directed in writing by the Engineer, commence any work prior to the approval of the relative Shop Drawing. Any work installed prior to the approval of Shop Drawings shall be done at the Contractors risk and shall be liable to rejection by the Engineer and removal and/or replacement by the Contractor, at his own cost, if it is considered by the Engineer to deviate from the Specification.

Drawings approved as described above, shall not be deviated from except as approved and authorised by the Engineer.

The Engineer shall, at all reasonable times, have the right to inspect at the factory of the Contractor, all Drawings of any portion of the Works.

Issue of Drawings

When approved, the following number of copies of each such approved Drawing shall be issued and delivered under cover of a returnable issue advice, to each of the following:

Client / Developer	:	1 Copy	All Drawings
Engineer	:	3 Copies	All Drawings

Mistakes in Drawings

Any expense arising from an error or omission in, or from delay on delivery of, the Drawings shall be borne by the Contractor.

The Contractor shall be responsible for any discrepancies, errors, or omissions in the Drawings and other particulars supplied by him, whether such drawings and particulars have been approved by the Engineer or not, provided that such discrepancies, errors, or omissions are not due to inaccurate information or particulars furnished in writing to the Contractor by the Engineer or Architect. The Employer shall be responsible for Drawings and information supplied in writing by the Engineer or the Architect and for details of special work by either of them.

Tender Drawing Schedule

Drawing N ^o	Date	Title	Issued By

Equipment Description

Identification Designation:

Manufacturer:

Type:

Model:

Body Construction:

Internal finish / treatment

External finish

API Adaptor:

Pilot Valve

Seals

API Adaptor:

Hydric Test Pressure:

Mass:

Opening Time:

Overshoot (maximum):

Operating Temperature:

Quantity:

PIT VALVE

Aljac / Avery Hardoll / Carter / CLA-VAL

100mm Self Sealing

60554UBM-GH or Equivalent Approved

Carbon Steel

Copon EA-2217

Acrylic

Stainless Steel

Stainless Steel & Aluminium Alloy

PTFE, Fluorocarbon and High Nitrile

18.9 bar

28 bar

32 kg

3 – 5 seconds (4500 l/min)

140 litres

-25° C min / + 70° C

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Identification Designation:

Manufacturer:

Type:

Model:

Body Construction:

Gasket Type

Test Pressure:

Operating Pressure:

Design Temperature:

Operation Type:

Operating Mass (kgs):

Quantity:

UNDER HYDRANT SHUT-OFF VALVE

Aljac / Carter / Avery Hardoll / CLA-VAL

Ball Valve

EW00001210 or Equivalent Approved

Carbon Steel

Klingersil or equal approved

50 bar

18.3 bar

-25° C min / + 80° C

Gear Drive

28 kg

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ANNEX K

Refer to attached Risk register.

C4 Site Information

Cape Town international Airport Airside

