

TENDER DOCUMENT

FOR

**THE CONTRACTOR APPOINTMENT FOR ALTERATIONS
AND TENANT FITOUT TO EXISTING MULTI STOREY
OFFICE BUILDING: 3rd FLOOR AT KING SHAKA
INTERNATIONAL AIRPORT**

Tender Reference Number: DIA 6764/2021/RFP

MARCH 2022

Issued by

Airports Company South Africa
King Shaka International Airport

Note:

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



VOLUME 1

NAME OF TENDERER:

TENDERER'S DETAILS

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

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Part T1: Tender Procedures

- T1.1 Tender Notice and Invitation to Tender**
- T1.2 Tender Data**



T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Contractor Appointment for the **Alterations and Tenant Fitout to existing Multi Storey Office Building: 3rd floor at King Shaka International Airport.**

Only tenderers who are a CIDB contractor grading of **4 GB or higher** as stated on the Tender Data may submit tender offers.

Preferences are offered to tenderers who are **BBBEE level 1 or 2** (refer to Tender data)

Tender Document Availability

Electronic documents of the bid document will be made available on the National Treasury e-tender portal from **Friday, 18 March 2022**. No bid documents will be available at the briefing session or from the employer.

Tender documents may be downloaded from the following websites:

www.etenders.gov.za

Kindly print and complete.

Enquiries

Queries relating to the issue of these documents may be addressed to Ms Lesego Pitse, E-mail address: Lesego.Pitse@airports.co.za

Enquiries will close on **Thursday, 14 April 2022 at 16h00**.

Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

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



Non-Compulsory Virtual Tender Briefing Session

A non-compulsory virtual tender briefing session will be held on **Friday, 25 March 2022** commencing at **11:00** via **Microsoft Teams**.

Non- Compulsory Briefing Session Locations (Potential bidders are invited to attend one of the briefing sessions set on the dates below)		
Location	Briefing session date and time	
<i>Virtual: Microsoft Teams</i>		
Only companies that have registered through the following email address: Lesego.Pitse@airports.co.za	25 March 2022	11:00am -13:00 pm

Potential bidders are invited and encouraged to attend the non-compulsory virtual briefing session in order to obtain clarity of this tender. Potential bidders are requested to register for the briefing session by sending an email to Lesego.Pitse@airports.co.za **by end of business Thursday, 24 March 2022** in order for an invite to be sent to all potential bidders that have registered for the briefing session. Only **two representatives** per company/potential bidder will be allowed at the briefing session.

Closing Date

The closing time for receipt of tenders is Thursday, **21 April 2022 at 12h00 pm** (South African Time). Tenders must be placed inside the **Tender Box**, situated at **reception, Multi Storey Office (MSO) building, King Shaka International Airport**.

- Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not be accepted.
- No late tenders will be accepted.
- Bidders to ensure that their names and contacts are reflected on the cover of the bid document.
- Tenders may only be submitted on the tender documentation that is issued.
- Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



T1.2 Tender Data

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

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

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

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



	All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department
C.1.5	C1.5 Cancellation and Re-Invitation of Tenders C1.5.1 An employer may, prior to the award of the tender, cancel a tender if- - due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; - funds are no longer available to cover the total envisaged expenditure; or - no acceptable tenders are received. - there is a material irregularity in the tender process. C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	Procurement procedures C.1.6.1 General Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. C.1.6.2 Competitive negotiation procedure C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply. C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose



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



C.2.6	Acknowledge addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Clarification meeting A non-compulsory virtual tender briefing session will be held on Friday, 25 March 2022 commencing at 11:00 via Microsoft Teams. Potential bidders are invited and encourages to attend the non-compulsory virtual briefing session in order to obtain clarity of this tender. Potential bidders are requested to register for the briefing session by sending an email to Lesego.Pitse@airports.co.za by end of business, Thursday, 24 March 2022 in order for an invite to be sent to all potential bidders that have registered for the briefing session. Only two representatives per company/potential bidder will be allowed at the briefing session. Addenda will be issued to all tendering entities that attend the non-compulsory briefing session and posted on the ACSA Tender Bulletin and National Treasury e-tender portal.
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.
C.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)



C.2.13	Submitting a tender offer C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
C.2.15	Closing time The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: ACSA Reception, Multi Storey Office Block King Shaka International Airport Physical address: King Shaka International Airport Identification details: Bid Ref. No: DIA 6764/2021/RFP Title: The Contractor Appointment for the Alterations and Tenant fitout to existing Multi Storey Office building: 3rd Floor



	Closing Date: 21 April 2022 Time: 12:00pm
C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working/business days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI). C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.



C.3.2	Issue Addenda Addenda will be issued until three (3) working days before the tender closing time.
C.3.3	Return late tender offers Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	Opening of tender submissions The opening of tendered prices will be done according to the National Treasury Instruction Note No 5 of 2020/2021.
C.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	Test for Responsiveness C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.(check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.) C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.



	Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	Arithmetical errors, omissions and discrepancies. C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	Stage 1 Test for Responsiveness (as per clause C.3.8) Stage 2 Pre-Qualification Criteria



	In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups. Accordingly, only the bidders with a minimum B-BBEE status Level 1 or 2 are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBEE verification in the name of the JV shall be submitted. Please refer to returnable document Form C3. Stage 3 Mandatory Administration Criteria (a) Completed in full and signed Form of offer C1.1. (Found in the NEC 3 ECC Contract) (b) Only bidders who are a CIDB contractor grading of 4 GB or higher. (c) Bidders must complete in full and sign ACSA Terms and Conditions. Please refer to Form A13. Stage 4 Functionality Evaluation Criteria Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 60 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80/20 split). Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.
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FUNCTIONALITY EVALUATION BREAKDOWN

No .	Description of Functionality Criteria *live and operational environment shall mean a commercial building refurbishment project where the building remains operational during the construction work.	Maximum Evaluation Points	Minimum Threshold
1	Key Personnel Experience: Key personnel for the projects: 1.1 Contract Manager 1.1.1 Contract Manager Experience Experience as a Contracts manager in a building construction on a live and operational environment • More than 7 years experience [5 points] • 5 – 7 years experience [3 points] • 3 – 4 years experience [2 points] • Less than 3 years experience [0 points] 1.2 Site Agent 1.2.1 Site Agent Experience Experience as a Site Agent in a building construction on a live and operational environment • More than 7 years experience [5 points] • 5 – 7 years experience [3 points] • 3 – 4 years experience [2 points] • Less than 3 years [0 points] (CV's of key personnel listed above must be attached clearly indicating experience in a building(s) construction project(s) in a live and operational environment and copies of qualifications). 1.3 Health and Safety Officer 1.3.1 Health and Safety Officer Experience Experience as a Health and Safety Officer in a building construction . • More than 7 years experience [5 points] • 5 – 7 years experience [3 points] • 3 – 4 years experience [2 points] • Less than 3 years [0 points] (CV's of key personnel listed above must be attached clearly indicating experience in a building(s) construction project(s) and copies of qualifications).	15	6

	<u>Key Personnel Proof of qualification:</u> 1.4 Contract Manager Qualifications • BTech / BSc or BEng in the Built Environment [3 points] • National Diploma in the Built Environment [2 points] • No qualification [0 points] 1.5 Site Agent Qualifications • National Diploma in Built Environment [3 points] • No qualification [0 points] 1.6 Health and Safety Officer Qualifications • SAMTRAC or SHEMTRAC Certificate or higher [4 points] • No Qualification [0 points]	10	9
2	<u>Previous Company Experience:</u> Proof of building construction project(s) completed in a live and operational environment within the past 5 years, Construction value should excl VAT. • 1 project with value of more than R 6 million [40 points] • 1 project with value between R 4 million - R6 million [24 points] • 1 project with value of less than R 4 million [0 points] (Certificate(s) of Completion AND signed Client Reference letter(s) with proof of <u>Contract Value(s)</u>, <u>Scope of Work</u> and <u>contract duration</u> must be attached).	40	24

3	<u>Construction Programme and Methodology</u> Submission of a construction programme and Methodology. • Detailed construction programme indicating completion by required date, tasks, critical path, resource allocation and Methodology [35 points] • Construction programme indicating tasks and completion by required date and methodology [21 points] • Construction programme indicating completion after required date [0 points] (Construction programme and methodology must be attached)	35	21
Grand Total	100	60	

	Stage 5 Determine acceptability of preferred tenderer: Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer: • Unduly high or unduly low tendered rates or amounts in the tender offer; • Contract data provided by the tendered; or • The contents of the tender returnable which are to be included in the contract. Stage 6 Price and BBBEE (80/20) (a) Tenderers will be evaluated and adjudicated by the Employer using “The 80/20 preference point system” which awards points on the basis of: • The Tendered price (as per form of offer) – 80% • BBBEE – 20% (b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification. The 80/20 preference points system for acquisition of services, works or goods with a Rand value below R 50 million The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included):
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$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

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

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

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

The award of business will be made to a Bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, etcetera. The pricing schedule to be completed.

C.3.12

Insurance provided by the employer

Refer to Contract Data



C.3.13	C.3.13 Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
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Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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



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

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

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

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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



C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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



C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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



C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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



C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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



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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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



C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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



C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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



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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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



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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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



C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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



C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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



C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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



Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

**T2.1: List of Returnable Documents**

The tenderer must complete the following returnable documents:	Completed (tick)
1 Returnable Schedules required for tender evaluation purposes only	
A1: Record of Addenda to Tender Documents	
A2: Certificate of Authority for Signatory	
A3: Certificate of Authority for Joint Ventures (where applicable)	
A4: SBD 4: Declaration of Interest	
A5: SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	
A6: SBD 6.2: Declaration certificate for local production and content for designated sectors	
A7: SBD 8: Declaration of forbidden practices	
A8: SBD 9: Certificate of Independent Bid Determination	
A9: Schedule of the Tenderer's Recent Experience related to this Maintenance Contracts / Projects	
A10: Schedule of Current Commitments	
A11: Bidders must be registered on CSD (Central Data Base from National Treasury)	
A12: Bidder ownership structure	
A13: ACSA's Terms and Conditions of Bid	
2 Other documents required for tender evaluation purposes only	
B1: Proof of registration for Bidder's Letter of Good Standing with the Workers Compensation Commission	
B2: Proof of relevant valid Construction Industry Development Board registration	
B3: Tax compliance status pin certificate issued by the South African Revenue Services.	
B4: An original Bank Letter of good financial standing (Bank Rating) for the tender sum	
3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
C1: Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C3: B-BBEE Verification Certificate	
C4: CV's of key personnel	
C5: Qualifications of key personnel	
C6: Preliminary Health & Safety Plan	
C7: Safety and Fire Rules	
C8: Occupational Health and Safety Questionnaire	
C9: Schedule of Information to be provided by Tenderer	
C10: Proposed Amendments and Qualifications	
C11: Resource Plan for Plants and Equipment	
4 C1 Agreement and Contract Data	



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

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

Validity of submitted information:

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



FORM A1: RECORD OF ADDENDA TO TENDER DOCUMENT

This is to certify that:

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

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

Attach additional pages if more space is required

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A2: CERTIFICATE OF AUTHORITY OF SIGNATORY

This is to certify that:

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

An example is shown below:

"By resolution of the board of directors taken on 20
Mr/Ms
has been duly authorized to sign all documents in connection with this tender and
any contract which may arise therefrom on behalf of
(block capitals)
.....
Signed on behalf of Company:
In his/her capacity as:
Date:

Signatory of Authority:

Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

Attach:

- Annual Financial Report
- Company Documents



FORM A3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

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

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise:

Mr/Ms.....;

authorised signatory of the company.....;

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A4: SBD 4 – DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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



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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
 Name of state institution at which you or the person connected to the bidder is employed :
 Position occupied in the state institution:

Any other particulars:

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

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

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

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

.....

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

2.8.1 If so, furnish particulars:

.....

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



the evaluation and or adjudication of this bid?

2.9.1If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 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?

2.10.1If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1If so, furnish particulars:

.....

3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

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



4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011



FORM A5: SBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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



(IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** means an association of persons for combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.

1.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid



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

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

3. ADJUDICATION USING A POINT SYSTEM

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



4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



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

6. BID DECLARATION

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

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

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

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



8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
.....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION REGARDING COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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



9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES	
1.	
2.	

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



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

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

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

1. General Conditions

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

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

Where

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

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

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



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

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

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

3. Does any portion of the goods or services offer have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.

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

NB

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

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

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



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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



FORM A7: SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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



FORM A8: SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:



(Name of Bidder)

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

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

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



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

.....
Signature

.....
Date

.....
Position
Js914w 2

.....
Name of Bidder



FORM A9: SCHEDULE OF THE TENDERER'S RECENT EXPERIENCE RELATED TO THIS REFURBISHMENT CONTRACT

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

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



(Attach additional information to this page)

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

Signed: _____Date: _____

Name: _____Position: _____

Bidder: _____



FORM A10: SCHEDULE OF CURRENT COMMITMENTS

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

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



Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A11: REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

This is to Certify that:

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

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A12: BIDDER OWNERSHIP STRUCTURE

Name of Entity	Black Ownership Percentage

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM 13: ACSA TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

- ✓ Ensure that a proper procurement process was followed and a PO number is obtained before any goods are delivered or services are rendered.
- ✓ The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you STILL need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.
- ✓ An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier, and will not be forwarded to the SSC for processing.
- ✓ Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered or the service rendered.
- ✓ Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to invoices.acsa@airports.co.za. The original invoice should not be handed to business.
- ✓ Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.
- ✓ Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- ✓ Payment by means of Electronic funds transfers.



- ✓ At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques any more.
- ✓ Invoices will be paid on the last working day of the month following the invoice date e.g. if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- ✓ Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to suppliers@acsa.co.za in order to ensure that your payment is made in time.
- ✓ If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:
 - Email a copy of a cancelled cheque to suppliers@acsa.co.za as proof of your banking details

The RFP Submission shall be in English.

Binding Arbitration Provision

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

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

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

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.



- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

RFP Acceptance

- ACSA reserves the right to reject:-
 - a. Incomplete RFP s
 - b. Late RFP s
 - c. Conditional RFP s.
 - d. Non-compliant RFP s with one or more of the procedural and administrative criteria.
- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.
- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.
- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
- ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
- Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT	
ACCEPT WITH AMEUREMENT/S	
DO NOT ACCEPT	



COMPANY NAME _____

REPRESENTATIVE NAME AND SURNAME: _____

SIGNATURE _____

DATE: _____



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

This is to certify that:

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

Please attach proof of registration.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM B2: PROOF OF RELEVANT VALID CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTRATION

This is to certify that:

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

Please attach proof of CIDB registration.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM B3: TAX COMPLIANCE STATUS PIN CERTIFICATE ISSUED BY THE SOUTH AFRICAN REVENUE SERVICES

This is to certify that:

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

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

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM B4: AN ORIGINAL BANK LETTER OF GOOD FINANCIAL STANDING (BANK RATING) FOR THE TENDER SUM

This is to certify that:

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

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

Bank Report on : (Tenderer's Name)
 Account No :
 Bank :
 Bank Code :
 Amount : (Tender value)
 Duration : 6 months

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM C1: ENTERPRISE QUESTIONNAIRE**

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

Name of sole proprietor, partner, director, manager,	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)
---	--	--



principal shareholder or stakeholder		Current	Within last 12 months

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise



appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM C2: SCHEDULE OF PROPOSED SUB-CONTRACTORS**

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

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

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

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

(Attach additional information to this page)

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM C3: VALID B-BBEE CERTIFICATE

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

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

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

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

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

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

Signed		Date	
Name		Position	
Tenderer			

(Attach proof to this page)



FORM C4: CV'S OF KEY PERSONNEL

Note to Tenderer:

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

Compulsory detailed CV's are required for the following:

- Contract Manager, who will be the Primary Person
- Site Foreman / Supervisor, who will be on site full time when works are executed
- Health and Safety Officer, as contemplated in the OHS Act and 2014 Construction Regulations

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

CONTRACT MANAGER AND PRIMARY PERSON

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

(Attach additional information to this page)



Commitment to the Project

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM C4: CV'S OF KEY PERSONNEL (CONT)****SITE AGENT**

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

(Attach additional information to this page)

Commitment to the Project

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM C4: CV'S OF KEY PERSONNEL (CONT)****HEALTH AND SAFETY OFFICER**

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

(Attach additional information to this page)

Commitment to the Project

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM C5: QUALIFICATIONS OF KEY PERSONNEL

Attach Copies of Qualifications for the CONTRACT MANAGER

Note to Tenderer:

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM C5: QUALIFICATION OF KEY PERSONNEL (CONT)

Attach Copies of Qualification for the SITE AGENT

Note to Tenderer:

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



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

Attach Copies of Qualifications for the HEALTH AND SAFETY OFFICER

Note to Tenderer:

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM C6: PRELIMINARY HEALTH AND SAFETY PLAN

Note to Tenderer:

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

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

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

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

I, _____ (name & surname) of _____ (comp any) agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions. Signed: _____ On this date: _____ (dd/mm/yyyy) At: _____
--

Signed: _____ Date: _____

Name: _____ Position: _____

Bidder: _____



FORM C7: SAFETY AND FIRE RULES

SAFETY AND FIRE RULES FOR CONTRACTORS ON THE PREMISES

- (i) All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request.
- (ii) All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met.
- (iii) Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided prior to signing of the contract or commencement of work.
- (iv) The Contractor's Workmen's Compensation fees must be up to date. A copy of Contractor's WCA registration shall be produced on request. WCA Registration No. of the Contractor
- (v) The following areas in the company are declared as "HOT WORK PERMIT" areas:

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

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

- (vi) Safety equipment shall be used where applicable, (e.g. safety goggles, boots, harness, etc.). The Contractor shall at his own expense provide such equipment, for his employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- (vii) All work shall be done during normal working hours, unless otherwise instructed or agreed in writing.
- (viii) All Contractor employees shall familiarise themselves with the existing emergency procedures and co-operate in any drills or exercises, which might be held. Emergency/fire equipment and



extinguishers shall not be obstructed at any time.

- (ix) No person shall perform an unsafe/unhygienic act or operation whilst on the Company premises.
- (x) No unsafe / dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and prevent/ prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.
- (xi) The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- (xii) The Company reserves the right to act in any way to ensure the safety/ security of any persons, equipment or product on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles entering, leaving or parked on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit searches may not bring any such items or vehicles onto the premises.

(Attach additional information to this page)

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM C8: OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE**

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



AIRPORTS COMPANY SOUTH AFRICA

	When new plant or equipment needs to be operated								
	As a result of experience and feedback from accident/ incident reports								
	Are you able to provide proof of specialist training provided?								
	If so, please attach proof to this form.								
2.2	What formal Occupational Health and Safety training is provided specifically to								
	First line supervisors								
	Middle and top management								
	Please describe:								
2.3	Are all employees (including sub-contractors) instructed as to the application of the rules and regulations?								
	When is this done and how is it achieved?								
2.4	Does this training include the selection, use and care of personal protective equipment?								
2.5	What refresher training is provided and at what intervals?								
	Please list examples								
	<table border="1"> <thead> <tr> <th>Course Title</th><th>Target audience</th><th>Interval</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Course Title	Target audience	Interval					
Course Title	Target audience	Interval							
2.6	Has the person(s) allocated as your Occupational Health and Safety advisor followed specific Occupational Health and Safety training?								
	Please list most recent courses:								
	Does this include refresher training?								
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES								
3.1	Do you have a system for establishing Occupational Health and Safety specifications as part of the assessment of goods, materials and services?								



	Please describe:		
3.2	Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?		
	Please give examples of plant /equipment covered:		
	•		
	•		
	•		
3.3	Is there record of inspection?		
	Where is it kept?		
	Are you able to supply copies of these inspection records if required?		
3.4	How is plant and equipment, which has been inspected, identified as being safe to use?		
3.5	Do you evaluate the Occupational Health and Safety competence of all sub-contractors?		
	Please describe how this is achieved and how the results are monitored:		
4.	OCCUPATIONAL HEALTH AND SAFETY INSPECTIONS		
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above:		
	•		
	•		
	•		
	•		



5.	RULES AND REGULATIONS		
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover:		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)?		
5.3	Do you have experience of project Occupational Health and Safety plans?		
	Please give examples of where these have been used:		
	•		
	•		
	•		
	•		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the employer?		
6	RISK MANAGEMENT		
6.1	Have the following, involved in the execution of your work, been identified?		
	• Hazards affecting health and safety?		
	• The groups of people who might be affected?		
	• An evaluation of the risk from each significant hazard?		
	• Whether the risks arising are adequately controlled?		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed?		
	Please list the time frame e.g. years:		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
	Do you have a copy of the issue lists for PPE available on request?		



7	EMERGENCY ARRANGEMENTS		
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		
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 a medical examination?		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	e.g. via trade testing, reference checks:		
	•		
	•		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS		
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy (attach to this form).		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy (attach to this form).		
9.3	Do you have a formal system for reporting situations/near misses etc?		
	Please provide a copy (attach to this form).		
9.4	Please provide the following statistics for the last five years:		
	YEAR 1	YEAR 2	YEAR 3
	YEAR 4	YEAR 5	
Lost time accidents per 100 employees			
Major/ Reportable injuries per 100 employees			



Number of dangerous occurrences						
Lost man days due to accidents						
					YES	NO
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION					
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?					
10.2	Are the results of these meetings communicated to all employees?					
	If Yes please describe method:					
10.3	Are Health and Safety meetings held?					
	At what frequency?					
	Chaired by whom?					
10.4	Do you carry out SHE promotions / campaigns?					
	If Yes please provide examples:					
	•					
	•					
	•					
	•					

Declaration

I/wedeclare that the above information provided is correct.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM C9: SCHEDULE OF INFORMATION TO BE PROVIDED BY TENDERER

1. Company details:

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

2. Shareholders:

Names/Percentages of holdings:

3. Bankers:

Bank:
 Branch:
 Account Number:

4. Turnover:

Approximate turnover for each of the past three years:
 2018:
 2019:
 2020:

5. Management and Manpower Resources:

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

6. Construction Equipment (Value in R):

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM C10: PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



NEC3 Engineering & Construction Contract

Between **Airports Company South Africa**
(Registration no: 1993/004149/06)

and
(Reg No. _____)

for **ALTERATIONS AND TENANT FITOUT TO EXISTING
MULTI STOREY OFFICE BUILDING: 3rd FLOOR.**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]
Part C4 Site Information	[•]

CONTRACT No.



Part C1: Agreements & Contract Data

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>.	[•]
C1.3 Proforma Guarantees	[•]



C1.1 Form of Offer & Acceptance

Offer

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

ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR.

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

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

Options A	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 14% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.



Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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



Signature(s)

Name(s)

Capacity

for the Employer

(Insert name and address of organisation)

Name & signature of witness

Date

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



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

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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

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

2. For the Tenderer:

3. For the Employer

Signature

Name

Capacity

On behalf
of

(Insert name and address of organisation)

(Insert name and address of organisation)



Name & signature of witness		
Date		

C1.2 ECC3 Contract Data

C1.2a - Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited (reg. no: 1993/004149/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at 24 Johnson Road, The Maples Office Park, Bedfordview, Johannesburg,
10.1	The <i>Project Manager</i> is: (Name)	[TBC]
	Address	
	Tel	
	Fax	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	[TBC]



Address			
Tel No.			
Fax No.			
e-mail			
11.2(13)	The <i>works</i> are	ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR	
11.2(14)	The following matters will be included in the Risk Register	• Availability of As Built information • Access to Site • Site Constraints and Constructability	
11.2(15)	The <i>boundaries of the site</i> are	Landside	
11.2(16)	The Site Information is in	Part C 4: Site Information	
11.2(19)	The Works Information is in	Part C 3: Scope of Work and all documents and drawings to which it makes reference.	
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	[2] weeks	
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	8 weeks after the Contract Date.	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Start Date	3 weeks after contract award
		2 Submission of Programme	1 week after contract award
		3 Updates of Programme	[2] weeks
30.1	The <i>access dates</i> are:	Part of the Site	Date



		1	3 weeks after contract award	[TBC]
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within		[2] weeks of the Contract Date.	
31.2	The <i>starting date</i> is		[3 weeks after contract award]	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than		[2] weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.			
4	Testing and Defects			
42.2	The <i>defects date</i> is		[1] year after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is		[4] weeks	
47	The Contractor submits a quality plan for acceptance within:		[2] weeks of the Contract Date.	
5	Payment			
50.1	The <i>assessment interval</i> is		[4] weeks	
51.1	The <i>currency of this contract</i> is the		South African Rand.	
51.2	The period within which payments are made is		[4] weeks.	
51.4	The <i>interest rate</i> is		(i) [2] percent above the publicly quoted prime rate of interest (calculated on a 365 day year) charged from time to time by Nedbank Bank; and (ii) the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies.	
6	Compensation events			
60.1(13)	The place where weather is to be recorded is:		[King Shaka International Airport]	
	The <i>weather measurements</i> to be recorded for each calendar month are,		the cumulative rainfall (mm)	
			the number of days with rainfall more than 10 mm	
			the number of days with minimum air temperature less than 0 degrees Celsius	



		the number of days with snow lying at 09:00 hours South African Time
		and these measurements:
	The <i>weather measurements</i> are supplied by	[South African Weather Service]
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	[King Shaka International Airport]
	and which are available from:	the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i>
60.1(13)	Assumed values for the 10 year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month:	As stated in Annexure A to this Contract Data provided by the <i>Employer</i> .
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	See Annexure D to this Contract Data provided by the <i>Employer</i> .
81.1	The Contractor's Risk	Add: <i>Definition of Force Majeure -</i> <i>The following additional conditions must satisfied:</i> (1) <i>The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and</i> (2) <i>The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and</i> (3) <i>The Contractor has reported all threats and unlawful conduct to the South African Police Service; and</i> (4) <i>The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify</i>



		<i>the respondents and define the unlawful conduct to be interdicted; and</i> <i>(5) The Contractor has ensured that the court order is enforced.</i>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	See Annexure D to this Contract Data provided by the Employer.
84.1	The <i>Employer</i> provides these additional insurances	See Annexure D to this Contract Data provided by the Employer.
84.1	The <i>Contractor</i> provides these additional insurances	See Annexure D to this Contract Data provided by the Employer.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, 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 this contract for any one event is	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•].
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
B	Priced contract with bill of quantities	Standard System of Measuring Building Works 2015 (Seventh Edition), SANS 1200 Standard Specifications, Particular Specifications (if applicable) and all amended as stated in the preamble to the bill of quantities and as measured for items in bill of quantities.
60.6	The <i>method of measurement</i> is	As stated in Part C2.1, Pricing Assumptions.
11	Data for Option W1	



W1.1	The <i>Adjudicator</i> is (Name)	The person appointed by ACSA from the list of adjudicators. Refer to annexure C for list of adjudicators
	Address	[TBC]
	Tel No.	[TBC]
	Fax No.	[TBC]
	e-mail	[TBC]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.
W1.4(2)	The <i>tribunal</i> is:	Arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	In the city where the Site is located, within South Africa.
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
12	Data for secondary Option clauses	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R[12500.00] per day up to a limit of R[175000.00]
X16	Retention (not used with Option F)	
X16.1	The <i>retention free amount</i> is	R[TBC].
	The <i>retention percentage</i> is	[10]% of the contract value
X18	Limitation of liability	



X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The total of the Prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The total of the Prices other than for the additional excluded matters. The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for 1. Defects due to his design which arise before the Defects Certificate is issued, 2. Defects due to manufacture and fabrication outside the Site, 3. loss of or damage to property (other than the works, Plant and Materials), 4. death of or injury to a person; 5. damage to third party property; and 6. infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z24 below.



AMENDMENTS TO THE CORE CLAUSES

Z1	Interpretation and the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z1.2	Add the following as a new core clause 12.5:
Z1.2.1	In this contract:
Z1.2.1.1	references to any Party to the Contract include its successors or permitted assigns;
Z1.2.1.2	references to the Contractor include the obligations of its personnel;
Z1.2.1.3	the references to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;
Z1.2.1.4	references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
Z1.2.1.5	references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
Z1.2.1.6	references to "month" means a calendar month;
Z1.2.1.7	headings are for convenience only and are not taken into consideration in the interpretation of the Contract;
Z1.2.1.8	where any number of days is prescribed, those days are reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day is the next succeeding working day;
Z1.2.1.9	any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction is ineffective to the extent of such prohibition or unenforceability in such jurisdiction and is treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;
Z1.2.1.10	references to any amount means that amount exclusive of VAT, unless the amount expressly includes VAT;
Z1.2.1.11	the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by



specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;

Z1.2.1.12	the rule of construction that the Contract is interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract does not apply;
Z1.2.1.13	words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
Z1.2.1.14	references to a " <i>subsidiary</i> " or a " <i>holding company</i> " is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and " <i>affiliate</i> " is any company that is under common control with such subsidiary or holding company;
Z1.2.1.15	time is of the essence in the performance of the parties' respective obligations.
Z2	The Project Manager and Supervisor: add the following at the end of core clause 14.2:
Z2.1	The Project Manager and the Supervisor may take an action which they have delegated.
Z3	Early Warning: add the following at the end of core clause 16.2:
Z3.1	The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
Z4	Providing the Works: Delete core clause 20.1 and replace with the following:
Z4.1	The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.
Z5	Subcontracting:
Z5.1	The following clause is added as a new core clause 26.4: "Within 5 days of request by the <i>Project Manager</i> , the Contractor provides proof to the <i>Project Manager</i> that the Contractor's payment obligations towards its Subcontractors have been discharged. Failure by the Contractor to provide such proof to the satisfaction of the <i>Project Manager</i> entitles the <i>Employer</i> to instruct the <i>Project Manager</i> to certify payment directly to any such Subcontractor and the <i>Contractor</i> shall have no recourse to recover such amounts from the <i>Employer</i> . Such direct payment do not create privity of contract between the Employer and such Subcontractor. The <i>Employer</i> may recover such direct payment from the <i>Contractor</i> ."
Z6	Other responsibilities: add the following at the end of core clause 27:
Z6.1	The <i>Contractor</i> has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.
Z6.2	The <i>Contractor</i> is responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> are rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.



Z7	Acceleration: add the following new provisions at the end of core clause 36:
Z7.1	The Project Manager's reply is either:
Z7.1.1	A notification that the quotation is accepted, in which case, the <i>Project Manager</i> changes the Prices, Completion Date and Key Dates and accepts the revised programme; or
Z7.1.2	A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.
Z8	Extending the defects date: add the following as a new core clause 46:
Z8.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .
Z8.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
Z8.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.
Z9	Quality Management System: add the following as a new core clause 47:
Z9.1	The <i>Contractor</i> implements and maintains a quality management system with the requirements stated in the Works Information.
Z9.2	Within the period stated in the Contract Data, the <i>Contractor</i> provides the <i>Project Manager</i> with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the <i>Contractor</i> to Provide the Works.
Z9.3	If any changes are made to the quality plan, the <i>Contractor</i> provides the <i>Project Manager</i> with the changes quality plan for acceptance.
Z9.4	The <i>Project Manager</i> may instruct the <i>Contractor</i> to correct a failure to comply with the quality plan. This instruction is not a compensation event.
Z10	Assessing the amount due:
Z10.1	Delete the second bullet point of core clause 50.1 and replace with the following: "within thirteen weeks of termination of this Contract"
Z11	Final assessment: add the following as a new core clause 53:
Z11.1	The <i>Project Manager</i> makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.
Z11.2	An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.



Z11.3	The assessment of the final amount due is changed to include any agreement the Parties reached and/or a decision of the Adjudicator which has not been referred to the tribunal within four weeks of that decision. The changed assessment becomes conclusive evidence of the final amount due under or in connection with the Contract.
Z12	Notifying compensation events:
Z12.1	Delete the last sentence in core clause 61.3 and replace with the following: “If the <i>Contractor</i> does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion date or a Key Date and the <i>Employer</i> is absolved from all liability in relation to such event.”
Z13	Assessing compensation events:
Z13.1	The following is added at the end of core clause 63.4: “the <i>Contractor</i> shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects the critical path.”
Z14	Termination
Z14.1	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”.
AMENDMENTS TO THE SECONDARY OPTION CLAUSES	
Z15	Changes in Law: Add the following clause to secondary option X2 as X2.2:
Z15.1	A change in law is defined as:
Z15.1.1	the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person’s income
Z15.1.2	any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the <i>Contractor</i> to comply with any condition set out therein, or (iii) as a result of any act or omission of the <i>Contractor</i> , any Subcontractor or any affiliate to the <i>Contractor</i> .
Z16.	Delay damages: add the following to secondary Option X7 (if applicable in this contract)
Z16.1	If the amount due for the <i>Contractor</i> ’s payment of delay damages reaches the limits stated in this Contract Data for Option X7, the <i>Employer</i> may, at its sole discretion, terminate the <i>Contractor</i> ’s obligation to Provide the Works.
Z16.2	If the <i>Employer</i> terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table
Z17	Performance Bond



Z17.1	Amend the first sentence of clause X13.1 to read as follows: The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank or insurer which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.
Z17.2	Add the following new clause as Option X13.2: The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
Z18	Limitation of liability: Insert the following new clause as Option X18.6:
Z18.1	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.
Z18.2	Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the <i>Contractor</i> in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract.
ADDITIONAL Z CLAUSES	
Z19	Cession, delegation and assignment
Z19.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i> .
Z19.2	The <i>Employer</i> may, on written notice to the <i>Contractor</i> , cede and delegate its rights and obligations under this contract to any person or entity.
Z20	Joint and several liability
Z20.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z20.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z20.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z21	Ethics
Z21.1	The <i>Contractor</i> undertakes:
Z21.1.1	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;



Z21.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z21.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z21.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.
Z22	Confidentiality
Z22.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z22.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z22.3	This undertaking shall not apply to –
Z22.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z22.3.2	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;
Z22.3.3	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);
Z22.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> .
Z22.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z23	Liens and Encumbrances
Z23.1	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 *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z24	Intellectual Property
Z24.1	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.
Z24.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z24.3	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.
Z24.4	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.
Z24.5	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:
Z24.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works;
Z24.5.2	the use of the <i>Contractor's</i> Equipment, or
Z24.5.3	the proper use of the Works.
Z24.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.



Annexure A: One-in-ten-year-return *weather data* obtained from SA Weather Bureau for [weather station]

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

	<i>Weather measurement</i>				
Month	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[125]	[3]	[0]	[0]	
February	[110]	[1]	[0]	[0]	
March	[120]	[2]	[0]	[0]	
April	[75]	[2]	[0]	[0]	
May	[70]	[2]	[0]	[0]	
June	[60]	[2]	[0]	[0]	
July	[60]	[2]	[0]	[0]	
August	[70]	[2]	[0]	[0]	
September	[75]	[2]	[0]	[0]	
October	[120]	[2]	[0]	[0]	
November	[125]	[2]	[0]	[0]	
December	[125]	[4]	[0]	[0]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.



Annexure B: Pro forma Security Bonds and Guarantee

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract. Any changes to the pro-forma document must be approved in writing by the Employer.



Pro forma Retention Money Guarantee (may be used when Option X16 applies)

[To be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee]

For use with the NEC3 Engineering and Construction Contract (April 2013)

The Airports Company South Africa SOC Limited
Riverwoods Office Park, The Maples, 24 Johnson Road,
Bedfordview 2008.

Date:

Dear Sirs

Reference No. [●] [Drafting Note: Guarantor's reference number to be inserted]

Retention Money Guarantee: [Drafting Note: Name of Contractor to be inserted]

Project [●]

1. In this Guarantee the following words and phrases shall have the meaning stated:-
 - 1.1 "**Contract**" means the construction contract entered into between the Employer and the Contractor (Contract Reference No. _____ and such amendments or additions to the Contract as may be agreed in writing between the parties.
 - 1.2 "**Contractor**" means [insert]
 - 1.3 "**Employer**" means Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa
 - 1.4 "**Expiry Date**" means [insert]
 - 1.5 "**Guarantee**" means this on-demand, unconditional, irrevocable advance payment guarantee, which is independent and/or separate from the underlying Contract.
 - 1.6 "**Guaranteed Amount**" means the sum of [insert], being the total value of the advance payment made in terms of the Contract.
 - 1.7 "**Guarantor**" means [insert]



1.8 “**Guarantor’s Address**” mean **[insert]**

2. The Contractor is required to obtain a retention money guarantee under the Contract.
3. The Guarantor hereby undertakes to pay the Employer any sum or sums not exceeding the Guarantee Amount in total (the “**Demand Amount**”), upon receipt of a written demand delivered to the Guarantor’s Address, stating that the Contractor has failed to carry out his obligation(s) to remedy certain defects for which he is responsible under the Contract and, the nature of such defects (without being required to prove the nature of the breach and the amount claimed). The written demand shall be signed by the Employer and be accompanied by the original Guarantee.
4. The Guarantee Amount shall be reduced by 50% at the earlier of Completion of the whole of the Works and the date on which the Employer takes over the whole of the Works(as defined in the Contract). After receiving the Certificate of Completion from the Contractor the Guarantor shall promptly notify the Employer of the revised Guarantee Amount.
5. This Guarantee automatically comes into full force and effect on the signature date by the Guarantor and shall automatically expire 14 days after the assessment made at the Completion of the whole of the Works or the assessment after the Employer takes over the whole of the Works if this is before Completion of the whole of the Works.
6. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Contractor and the Employer and/or between the Guarantor and Contractor; nor any alteration in the obligations undertaken by the Contractor or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Contractor (whether or not the Guarantor has notice thereof).
7. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.



8. All payments made by Guarantor shall be due and payable in the amount specified in any payment demand made in respect hereof by the Employer and shall be made free and clear of and without any deduction for or on account of any tax or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed. All charges of the Guarantor related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Contractor and under no circumstances shall be charged to the Employer by the Guarantor.
9. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
10. This Guarantee, with the required demand notice, shall be regarded as a liquid document for the purposes of obtaining a court order.
11. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.
12. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority.

Full Name: _____

Capacity: _____

Witness: _____

[Insert Guarantor's stamp]



Annexure C: ACSA Panel of Adjudicators

One of the following adjudicators shall be selected by the referring party as and when a dispute arises. This panel is valid for a period of three years, commencing on 1 May 2020.

Potential Adjudicator	Email Address	Chamber
Adv. Mkhululi Duncan Stubbs	duncan.stubbs@gmail.com	Thulamela Chambers
Adv. Arzhar Bham SC	bhamae@law.co.za	Victoria Mxenge
Adv. Mohhamed Chohan SC	chohann@counsel.co.za	Group One
Adv. Benny Makola	benny.makola@gmail.com	Group 621
Adv. Vincent Maleka SC	ivmaleka@mweb.co.za	Thulamela Chambers
Adv. Chris Loxton SC	loxton@counsel.co.za	Group One



Annexure D: ACSA Insurance Clauses

SECTION A: DEFINITIONS

- (a) Reference to **Landside** means 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.
- (b) Reference to **Airside** means 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

Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.

1.1 Contract Works

With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000; for each and every claim.

The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

Contractors 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; for each and every claim.

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; for each and every claim.

Contractors / consultants should re-insure the deductibles.

1.3 Professional Indemnity

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;



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.

C1.2 Contract Data

C1.2b - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	Only the Site Area. See C4 'Site Information'
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities:	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za



	Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>Priced BOQ</i> is in	
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT



C1.3 Occupational Health And Safety Agreement

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) in order 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:

- Hereinafter referred to as “Client”
- Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATORY’S MAIN SCOPE OF WORK

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “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 utilise 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 Mandatary undertakes for the client.
9. All documentation according to 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 Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the 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 Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. 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.

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarize himself/herself with the requirements of the OHSAct 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 OHSAct 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 a duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date

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

SIGNATURE ON BEHALF OF THE CLIENT DATE
AIRPORT COMPANY SOUTH AFRICA



PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing Instructions: Option B	C 2.2
C2.2	The bill of quantities	C 2.5

C2.1 Pricing Instructions: Option B

1. The *conditions of contract*

1.1. How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option B states:

Identified and defined terms	11 11.2	(21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(28) The Price for Work Done to Date is the total of the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed. Completed work is work without Defects which would either delay or be covered by immediately following work.
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities

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

2. Function of the Bill of Quantities

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

2.1. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.



Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

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

3. *Measurement and payment*

3.1. Symbols

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

Abbreviation	Unit
%	Percent
h	Hour
ha	Hectare
kg	Kilogram
kl	Kilolitre
km	Kilometre
km-pass	kilometre-pass
kPa	Kilopascal
kW	Kilowatt
l	Litre
m	Metre
mm	Millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	Meganewton
MN.m	meganewton-metre
MPa	Megapascal



No.	Number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1 000 kg)
W/day	Work day

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work



3.2. General assumptions

- 1.1.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.1.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 1.1.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 1.1.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 1.1.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 1.1.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 1.1.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

3.3. Amplification of or assumptions about measurement items

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



C2.2 THE BILL OF QUANTITIES

Refer to Bill of Quantities attached as separate annexure

C3 Scope of Work

C3.1 DESCRIPTION OF THE WORKS

NEC3 Engineering and Construction Contract June 2005

(Amended June 2006 and April 2013)

Scope of Works complied in accordance with SANS 10403

where reference is made to this part of SANS 1921- 1:2004

ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR

2.	Bid no:	DIA	3.	Project	4.	N/A
	6764/2021/RFP			Code:		

SECTION 1

1. EXTENT OF THE WORKS

1.1 EMPLOYERS OBJECTIVES

- 4.
5. *Completion of works for the alteration of the existing Multi Storey Office Building on the 3rd floor*

6. Key Personnel

As stipulated in the tender data, the three key resources required in managing and delivery of the project are Contracts Manager, Site Agent and Health and Safety Officer. The bidder must ensure that the required resources are compliant in terms of Construction Regulation (2014) pertaining to competency, skills, responsibility, and professional registration. The Bidder must ensure that the key resources have a comprehensive understanding and applicability of the NEC 3 Contract Agreement stipulated in the contract data. The employer's expectation is that the key resources have the necessary experience in scheduling, planning and delivery management of the works.

7. Non-Disclosure

All information including design information regarding this project may not be shared with 3rd parties without written consent of ACSA Procurement and ACSA Legal. All parties and companies involved in this project may be required to sign a non-disclosure at appointment.

1.2 OVERVIEW OF THE WORKS

Completion of works on the 3rd floor and associated furniture and fittings for ACSA staff.



1.3 EXTENT OF THE WORKS

This project was initiated to accommodate future staff headcount on the Multi Storey Office (MSO) 3rd and 4th floor at the King Shaka International Airport.

The 3rd and 4th floor previously had cellular offices and the scope is to convert cellular offices to open plan offices inline with the ACSA Office Design Manual. The 4th floor scope was completed in September 2020 and it is currently being utilized by ACSA staff. The 3rd floor work commenced in October 2020 but it was not completed.

The remaining scope on the 3rd floor includes the following:

- Installing glass shop fronts and doors for managers offices and boardrooms.
- Electrical work: Changing the existing lights to LED lights as specified by ACSA and fire detection
- Fitting new furniture and associated docking stations as per the ACSA Office Design Manual.
- Painting of walls and partitions
- IT Works
- Skirting
- Complete the installation of carpets and deep clean.

1.4 LOCATION OF THE WORKS

The site is located at the King Shaka International Airport: Coordinates: 29°36'52"S 31°06'59"E, 97m (295ft) above sea level – Multi Storey Office (MSO) building

1.5 TEMPORARY WORKS

Not applicable

2. ENGINEERING

2.1 EMPLOYER'S DESIGN

Not applicable

2.2 DESIGN BRIEF

Not applicable

2.3 DRAWINGS

See list of drawings/Annexure's attached to this document.

2.4 DESIGN PROCEDURES

Not applicable



3. PROCUREMENT

3.1 PREFERENTIAL PROCUREMENT PROCEDURES

This bid will be subject to the implementation of the Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act, Act Number 5 of 2000

3.2 RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT

NOTE : This project will be adjudicated as exceeding R 1,000 000,00

3.3 SCOPE OF MANDATORY SUBCONTRACT WORK

Not applicable

3.4 PREFERRED SUBCONTRACTORS/SUPPLIERS

Not applicable

3.5 SUBCONTRACTING PROCEDURES

Not applicable

4. CONSTRUCTION

4.1 APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply. The Contractor is advised to study the "Standard Preambles to all Trades", any "Supplementary Preambles", the Electrical Specifications and Mechanical Specification, before pricing Bills of Quantities/Lump Sum documents.

Where the description in the Bills of Quantities/Lump Sum documents differ from those in the Standard Electrical Specifications, the descriptions in the Bills of Quantities/Lump Sum documents are to apply. No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications. Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.



Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then ONLY the Specification of Work Clauses will apply. The method of measurement and payment clauses will NOT apply to this Contract.

The Contractor is hereby informed that risk of collapse and keeping excavations free from water (excluding subterranean water) generally are deemed to be included in the descriptions unless accommodated in the system of measurement. Please refer to the Geotechnical Investigation report when included at the end of these bid documents.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

4.2 APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

See above 4.1

4.3 PARTICULAR / GENERIC SPECIFICATIONS

The Contractor is referred to the following documents whether attached to this document or not:
SPECIFICATION

Specification for HIV/AIDS Awareness (CIDB)

Specific Construction, Safety, Health and Environmental Plan Model Preambles for Trades 2008 General Electrical Specification

4.4 CERTIFICATION BY RECOGNIZED BODIES

Only contractors registered with the Electrical Contracting Board of South Africa in accordance with the Regulations of the Occupational Health and Safety Act will be accepted and permitted to do work under this contract.

4.5 AGREEMENT CERTIFICATES

Not applicable

4.6 PLANT AND MATERIAL PROVIDED BY THE EMPLOYER

Not applicable

4.7 SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER



Not applicable

4.8 OTHER SERVICES AND FACILITIES

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.

The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all current and water consumed.

The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.

4.9 MANAGEMENT OF WATER

Contractor to provide a water conservation plan for the duration of the works.

5. MANAGEMENT

5.1 APPLICABLE SANS 1921 STANDARDS

Bidders are referred to

SECTION 2 : SPECIFICATION DATA ASSOCIATED WITH SANS 1921-1:2004 IN THIS DOCUMENT

1. RECORDING OF WEATHER

The Contractor shall keep record of abnormal climatic conditions to facilitate the adjudication of claims for extension of the contract period.

2. MANAGEMENT MEETINGS

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer will call for regular meetings to be held on the site, at which a senior member of the Contracting firm and the General Foreman of the Works will always be required to be present.

In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc.



Proper minutes of these meetings will be kept by the Employer\Principal Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

5.2 FORMS FOR CONTRACT ADMINISTRATION

The Employer shall provide all necessary forms.

5.1 ELECTRONIC PAYMENTS

The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.

5.3 DAILY RECORDS

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.

At the end of each week the Contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day.

At the end of each week the Contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

5.4 BONDS AND GUARANTEES

The Contractor shall within 14 calendar days of award, 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.

5.5 PAYMENT CERTIFICATES

Requirements will be in accordance with the employers' prescriptions.

5.6 PERMITS

The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.

The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.

The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as



may be required and is to allow opposite this item for any charges he may wish to make in this connection. The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site. The Contractor is to provide DOL permits and ACSA working permits for persons working on site.

ACCESS TO BUILDING

Location of the project site is on the Landside of the airport. However, the service provider will be required to apply for airport access permits and other work permits prior and during execution of the project.

In the process of applying and obtaining airport access permits, the permit office is required in terms of the National Key point Act to conduct criminal verification for all employees working at the airport. The Bidder will thus be required to ensure that the Human Resources assigned to this project have no existing or pending criminal records. No permits will be issued to individuals with criminal records (Civil, Traffic Infringement, etc)

6.10 PROOF OF COMPLIANCE WITH THE LAW

The following certificates must be provided before first delivery is taken:

- HIV/STI Report (Bound into this document)
- Electrical Compliance Certificate
- Plumbing Compliance Certificate
- Lightning Certificate
- Soil Protection Certificate
- Concrete test and cube certificates
- waterproofing guarantee certificates
- TR1 and TR2 prefabricated roof truss certificates
- Soil compaction certificates
- Electrical and Mechanical test certificates
- Plumbing and drainage pressure test certificates
- Fire Compliance Certificate
- Entomology Certificate
- SANS 10400-A:2010 compliance certificates
- Latest National Building Regulation

6.11 INSURANCE PROVIDED BY THE EMPLOYER

As per the Employer's insurance schedule

SECTION 2

SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004

Clause
Numbers

4..2.1 Prefabricated roof trusses design must be submitted for approval 30 days prior to erections.



The responsibility strategy assigned to the Contractor for the works is: Strategy A

4.2.2

The structural engineer is: TBC

4.2.3

Drawings & other info are to be submitted in accordance with the contractor's programme

4.2.4

The planning, programme and method statement are to comply with the following:

N/A

4.12.1

Sample of Materials:

The work is to be executed with materials of the best specified and in the most substantial and workmanlike manner under the inspection of the Employer and to his satisfaction.

The Contractor shall furnish, without delay, such samples as called for or may be called for by the Employer, who may reject all materials or workmanship not corresponding with the approved sample. The samples of materials, workmanship and finishes that the Contractor is to provide and deliver to the employer are:

4. Tile sample. (Carpet & Ceramic)
5. Ceiling sample.
6. Light fitting sample.
7. Screed panel 2m x 2m impact test.
8. Paint and other wall finishes.
9. Tested trial mix to be approved by the Engineer.
10. Furniture: newly installed furniture to match existing

4.12.2

Fabrication drawings that the contractor is to provide to the employer are:

None

4.12.3

Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:

OFFICE FOR FOREMAN

Provide, erect, maintain and remove at completion a suitable temporary office for the Contractor or his Foreman, perfectly secured, lighted and ventilated and having a desk with drawers.

TELEPHONE

The Contractor shall provide a telephone on the site for the use of the Contractor and all Sub-Contractors for the duration of the Contract, and must make the necessary application for connection, give all notices and pay all fees, rentals and charges for the service and also for all calls.

OFFICE FOR INSPECTOR OF WORKS

N/A

TELEPHONE IN OFFICE FOR INSPECTOR OF WORKS

N/A

SHED



Provide, erect, maintain and remove at completion, ample temporary sheds for the proper storage of materials and for the use of the workmen, and remove when no longer required.

4.14.6 The requirement for provision and erection of signboards are:

Supply, erect, maintain and remove at completion a painted notice board, as per drawing available from offices of the Architect. Only the official notice board is to be displayed on the site and no Sub- Contractor's boards will be permitted. The Contractor, at his own cost, may provide a board on which all sub-contract firms' names may be sign written. The notice board is to be to the approval of the Employer and is to be maintained in first class condition and placed where directed at the entrance to the site and remain there for the duration of the Contract.

4.17.1 Requirement for the termination, diversion or maintenance of existing services:

Should the Contractor come in contact with any underground cables or pipes during excavations, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until authority to proceed has been obtained from the Employer. Should the Contractor damage underground cables or pipes resulting in a disruption of services to an existing institution such damage shall be repaired immediately

4.17.3 Services which are known to exist on the site:

Investigate and provide detail drawings.

4.17.4 Requirement for detection apparatus

None

4.18 Additional Health and Safety Requirements Are:

By the submission of a bid, any Bidder will, if awarded the contract to which this bid document relates, be deemed to be the mandatory as envisaged by Section 37 (2) of the Act. As a mandatory the successful Bidder will be deemed to be the "principal contractor" and an employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this bid document relates, all work will be performed, and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.

Bidders are advised that it is a Condition of this Bid that a 'Construction Phase Safety, Health and Environmental Plan' specifically relates to the project for which bids are being submitted and must be prepared by the Bidder and submitted with the other bid documents at the time of bid. Failure to do so will invalidate the bid.

Bidders are therefore advised to study the 'Construction Safety, Health and Environmental Specification' which is issued as part of this bid document, the Model Preambles to Trades - 2008, any project Specification included in this bid document and any and all drawings which are referred to and issued as part of this bid document before preparing their own project specific 'Construction Phase Safety, Health and Environmental Plan'. Bidders are also advised that such a plan which is submitted with a bid but is incomplete or considered inadequate by the Employer or his Representative will invalidate the bid.

The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.

C4 Site Information

<u>C4.1 SITE INFORMATION</u>			
NEC3 Engineering and Construction Contract June 2005 (Amended June 2006 and April 2013)			
Project Title:	ADDITIONS AND ALTERATIONS TO EXISTING MULTI-STOREY OFFICE BUILDING (MSO BUILDING) – 3RD FLOOR AT KING SHAKA INTERNATIONAL AIRPORT (KSIA)		
Bid No.	DIA 6764/2021/RFP	Project Code:	N/A
C 4.1 Site Information			
C4.1	GENERAL		
	(a) The site is within a live and operational environment		
	(b) The site is located at:		
	King Shaka International Airport, MSO Building La-Mercy, Durban, KwaZulu-Natal		
C4.2	GEOTECHNICAL INVESTIGATION REPORT		
	(c) Not applicable		



C4.2 ACSA SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT

C4.2.1 ACSA Hoarding Specification Handbook



HOARDING SPECIFICATION HANDBOOK



1.0 Introduction

The manual was produced by ACSA Project Management Division as reference to Consultants, contractors and other persons who intend to execute any construction works at the KING SHAKA International Airport.

It is important to note that the application of hoarding specifications as detailed herein is the ACSA Standard and must be issued to every (Hoarding) Contractor for implementation prior to execution of any hoarding work. It is the responsibility of the consultants and contractor to verify the latest revision with the ACSA-KSIA Project Manager, Project Management Division.

Failure to verify all requirements of all hoarding finishes internal and externally may result in the contractor having to incur additional costs for alterations.

The scope of hoarding work should always be part of the construction programme and a major priority for any construction work to commence on site for ACSA-KSIA. The Project Team must inform contractors at tender stage that working on the airport environment will require them to execute hoarding work outside normal working hours.

It is envisaged that the manual will be informative enough to everyone involved but in certain areas the specification for internal and external hoarding may not be applicable, such exceptions will be addressed as they arise and must be referred to the ACSA-KSIA Project Manager.

All hoarding remains the property of ACSA (if paid for in Preliminaries) but must be removed off site by the contractor on completion of the project subject to further instruction by the ACSA- KSIA Project Manager.

2.0 Types of Hoardings

2.0.1 Type A. (See Detail A)



This type of internal hoarding will be applicable where construction work takes place adjacent to other tenants to minimise noise, dust and visual screening.



Construction and Material

The construction method is of permanent nature and uses the existing building structure for secure fixing, i.e. fixed to the roof structure and the floor.

The framework consist of galvanised floor track 61 mm wide fixed to the floor and soffit with suitable fasteners at 600 mm centres minimum.

The board on the public side will be 16 mm chipboard with melamine finish (Grey Cambrink) and on the construction side can be either 12 mm chipboard for heavy usage or 12, 7 mm Gypsum plasterboard for lighter usage.

NB: Heavy usage when shelving is to be hung onto the walls or when any other fixing onto the walls is required. Lighter usage when no hanging is to be done onto the walls.

The melamine boards are cut into module width of 900 mm or 1200 mm and the heights will be those that can be manoeuvred by human labourers without any hindrance to the public where applicable, preferably 3000 high.

The melamine board will be held in place by a tophat section on the vertical joint, colour black. The back board will be screwed directly to the grid.

Where soundproofing is required the hoarding will be filled with an approved insulating material.

2.0.2 Type B. (see detail A)



The method of construction is similar to Permanent type except that the hoarding is only on the public side and is melamine finish (Grey Cambrink).

Construction and Material

The construction method will match that of the Permanent hoarding on the public side only and no finishes on the construction side.

No insulation for this type of hoarding will be required.

2.0.3 Type C.



This type of hoarding is made out of 2100 h X 900 w melamine faced (Grey Cambrink) chipboard panel on metal supports. Generally, it will consist of four to six panels that can be placed around a particular area for maintenance or repair to floors.



Construction and Material

The panels off-cuts can be easily acquired from the hardware outlets and the steel support frame must be fixed to the panel to prevent the panels from falling over.

2.0.4 Type D.



Yellow New Jersey barriers or orange plastic netting (at the discretion of the KSIA-Project Manager) must be used to barricade the construction site from the public prior to construction work taking place.

Construction and Material

Steel post at 3000 mm maximum apart onto which the orange plastic netting is attached to.

Water filled yellow New Jersey barrier used to block roadway temporarily during repairs or entrance roadway prior to construction work taking place.

Note:

High impact industrial moulded, interlocking plastic barriers to be filled with water to make it stable and not movable. The hoarding must be kept neat and tidy at all times.

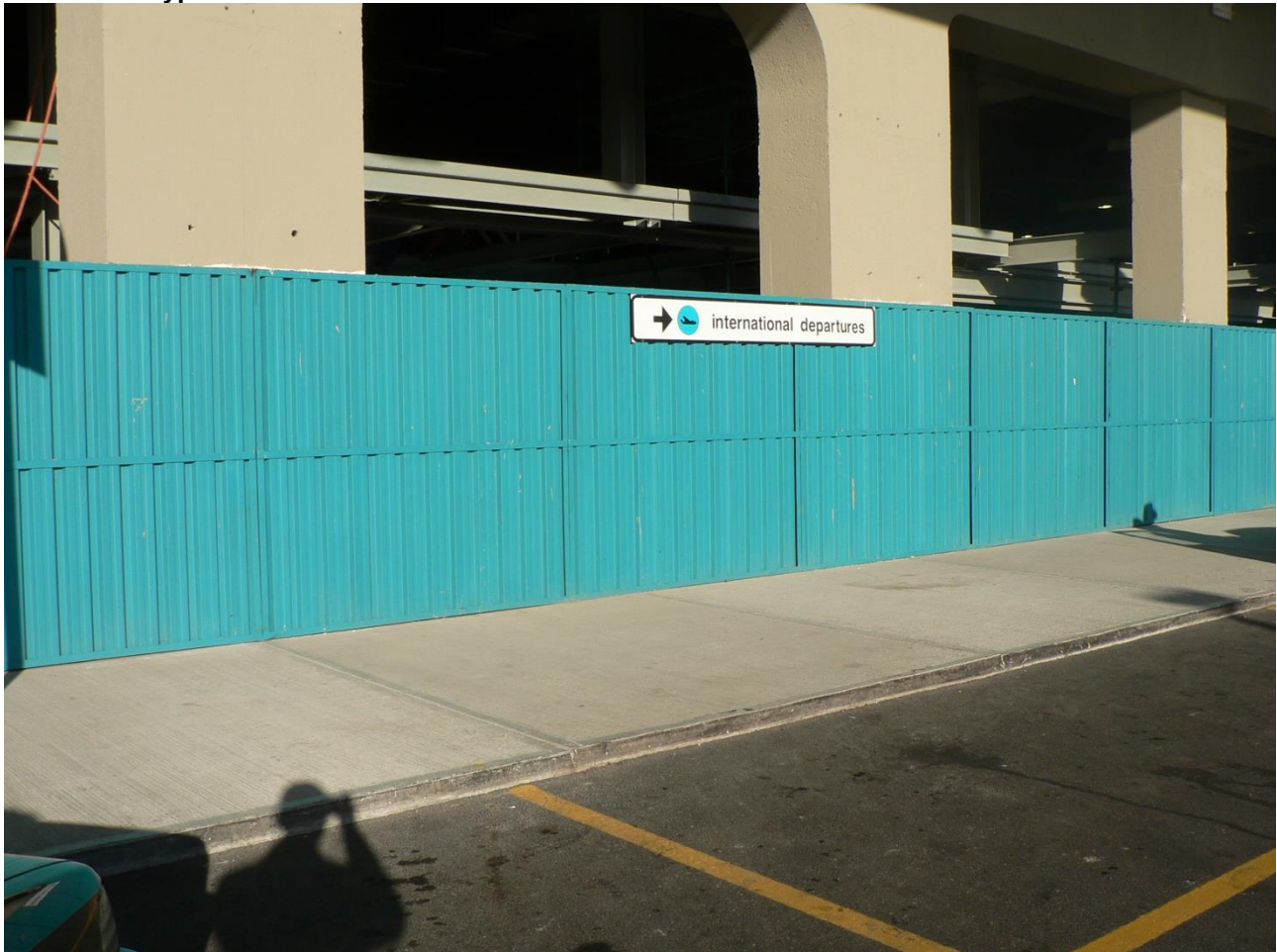
2.0.5 Type E



This hoarding must remain in place for the duration of the construction period and is only removed at the end of construction when all the work has been completed.

Either one of two types of hoarding is acceptable, viz. Sheet metal and Pre-cast concrete hoarding mainly used for site establishment.

2.0.6 Type F.



The sheet metal hoarding must be a minimum of 2000mm high around the perimeter of the construction site establishment. (see *detail B*)

Construction and Material

The IBR/Corrugated sheeting must be fixed onto steel or timber posts, with horizontal steel members positioned at the top, centre and bottom to secure the sheeting firmly. The sheet metal is to extend to ground level or floor finish level i.e.: no gaps are permitted.

2.0.7 Type G.



Pre-cast panel and pole hoarding will be used when indicated by ACSA. This hoarding will be used for contractor yards that will be used for extended periods of time. Specifications to be confirmed by the ACSA Project Manager.

2.0.8 Type H.



These are concrete panels 2100 h X 1500 w X 200 thick similar to the concrete walls around the airport site.

The panel thickness slopes from the top to the bottom, thus the thickness at the top of the panel are 100 mm. The base extend 500 mm on either side of the centre of panel for support. These panels can be used for permanent or temporary purposes.

Construction and Material

These panels are constructed out of concrete; the inner surface shaped according to the shattering used on the public side should be roughcast to give a permanent appealing appearance. Where this panels are permanently installed closer to Terminals they should be painted in colour specified below for external hoarding.



3.0 Painting

Internal hoarding will be mainly grey cambrink melamine on the public side and where painting is used, it must match the grey cambrink melamine. In the other side where plane chipboard or plasterboard is used and the area utilised as a temporal office, then the walls will be painted with white contractors PVA.

All external types hoarding will be painted and all paint types must be as per specification unless changed by the ACSA-ORTIA Project Manager.

Painting specifications

For IBR/Corrugated sheeting paint spec: PLASCON WALL & WALL. TEAL
RAL 5021.

The supporting posts are to be painted in PLASCON WALL & WALL. TEAL
RAL 5021.

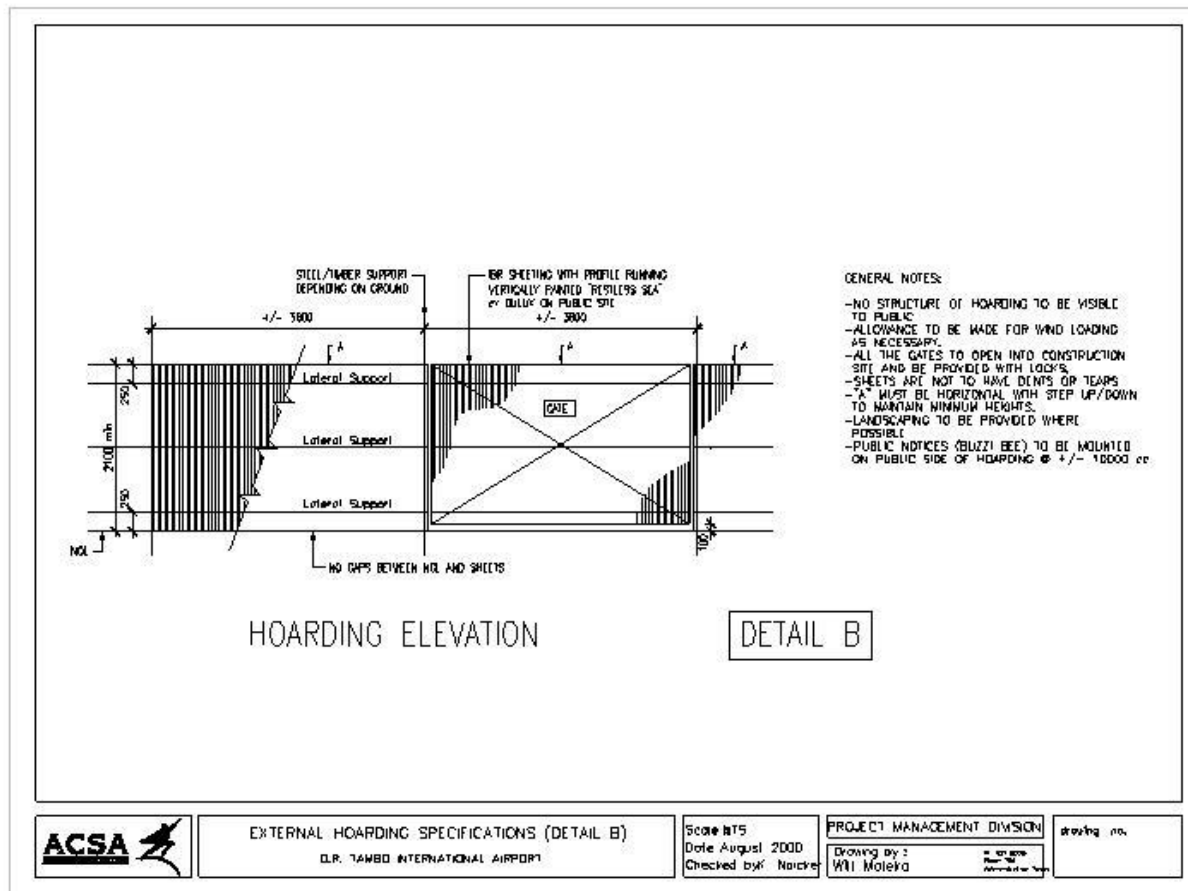
4.0 Corner Protectors

Internal hoarding to have aluminium corner protectors to match the height of the melamine chipboard panels used and the size to be 50 mm X 50 mm. External hoarding to have no corner protectors but the contractor to finish of the corners neatly i.e. with corner flashing to protect public from being injured.

5.0 Signage

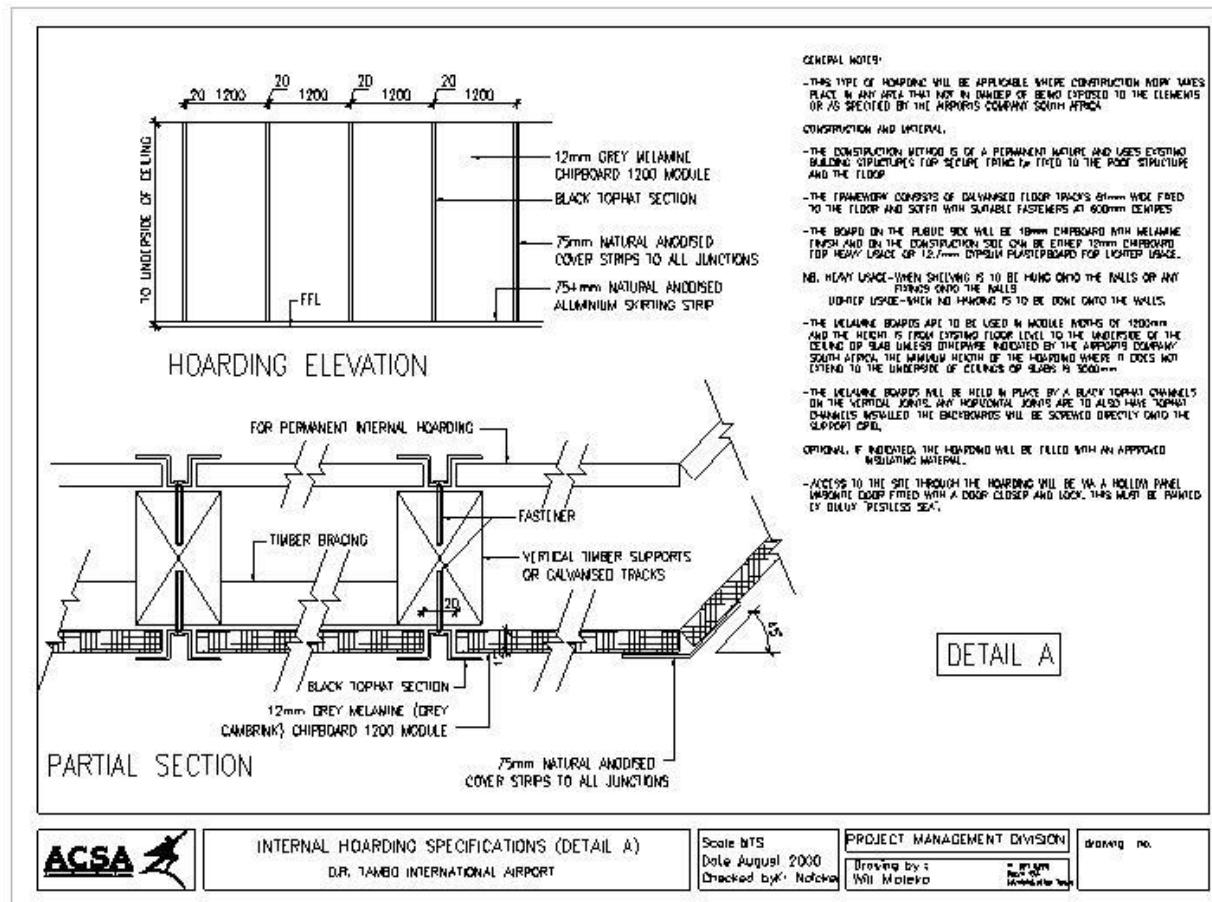
All hoarding should have enough signage to inform the general public of the construction process. Standard ACSA signage, with an appropriate message approved by the Project Manager, must always be used on flat surfaces.

Advertising or other information may be fixed to the hoarding at ACSA's discretion in a snapper frame.





AIRPORTS COMPANY
SOUTH AFRICA





C3.7.2 Special Requirements at an Operational Airport

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

1. Airports Manager

The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport and he has full authority to act on behalf of the Employer, as set out in the contract documents.

The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

All negotiations between the Contractor and the airport management shall be through the Principle Agent.

2. Airport Security and Safety

All personnel of the Consultants or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The Principle Agent/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

The Contractor shall make specific arrangements with the Employer, through the Principle Agent, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security



control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with the Airport Manager and Principle Agent. These facilities and personnel have to be provided by the Contractor.

3. Responsibilities of Consulting Engineers/Contractor

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.

When a vehicle is no longer required for airside use, the Consulting Engineer/ Contractor must upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Consulting Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilised on movement areas.

Plant, equipment and personnel of the Consulting Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

4. Accident/Penalties

The Principle Agent/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

- (i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.
- (ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilised vehicles on **operational** areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.



- Withdraw any airside vehicle permit, if it is considered necessary tow away vehicles when parked incorrectly.

5. Identification and Warning Lights

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self propelled plant item, as required by the Engineer, shall be fitted with approved amber rotating warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

6. Additional Security Measures

No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.

Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.

No accommodation of personnel will be allowed in the security area of the airport.

No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made or interview may be given to anybody without the written permission from the Airport Manager.

Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.

No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance what so ever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Contractor is found lacking in any of the security measures or requirements, it will be sufficient cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager.

No claim resulting from inadequate security and safety measures will be considered.



7. Compliance with Instructions

If the Contractor does not promptly comply with all instructions of the Airport Manager and Principle Agent, the Employer has the right to amend the working schedule in aid of safety. The PA also retains the right to suspend all works until the Contractor, in the opinion of the PA, complies with the requirements.

8. Delays Caused by Airport Management

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

9. General Requirements for Execution of the Work

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or equipment which leaks excessive amounts of fuel or oil. In addition all significant spillages of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981 and ICAO Annex 14 regulations shall be used.

10. Times for the Execution of the Works

Most of the work on this contract must be executed during daytime. If, due to airport requirements, certain aspects of the work have to be done during night time, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- 2.
- At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the PA and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

11. Movement on the Airport, Barriers, Lights and Marks

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.



These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

12. Dust and Pollution Control

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the PA may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.



13. Storing of Vehicles, Plant and Materials

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1,0 m above natural ground level.

14. Fires

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

15. Environmental

The Airports Company South Africa (ACSA) recognises the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimise these impacts as far as possible.

Contractors are encouraged to explore and implement (where possible) feasible opportunities for minimising environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilisation, as well as energy and water conservation measures.



AIRPORTS COMPANY SOUTH AFRICA

C4.3 Acsa Environmental Policy

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ENVIRONMENTAL MANAGEMENT POLICY STATEMENT

Airports Company South Africa SOC Limited (ACSA), as a world-class airport operator, acknowledges that airport activities and operations may have diverse impacts on the environment. It therefore accepts its stewardship role of responsible care for the environment in order to reduce its environmental impact. Consequently, ACSA commits to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (The Group) is committed to:

- Maintain an Environmental Management System based on the requirements of ISO 14001.
- Conduct regular audits of the system to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations, and provide a framework for the setting and reviewing of environmental objectives and targets.
- Ensure employees, operators, tenants, service providers, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations, and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continually improve environmental performance.
- Seek opportunities to reduce the impact of aircraft noise by engaging with industry stakeholders.
- Monitor aircraft noise at Cape Town International Airport, King Shaka International Airport and O R Tambo International Airport.
- Actively seeking out opportunities to reduce energy consumption from non-renewable energy sources.
- Measure the carbon footprint at Bram Fischer, Cape Town, King Shaka, O R Tambo and Port Elizabeth International Airports, as well as George Airport, while actively seeking out opportunities to reduce its overall carbon footprint.
- Monitor air quality at Cape Town International Airport, King Shaka International Airport and O R Tambo International Airport.
- Actively seek opportunities to reduce water consumption.
- Avoid the pollution of storm water and/or groundwater as a result of airport operations.
- Ensure that all waste is minimised, or otherwise reduced, re-used and/or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engaging surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.
- Where Airports Company South Africa SOC Limited does not directly control the impacts at the Corporate Office or at airports, the Group shall work in partnership with operators, contractors, tenants, service providers and supply chain management to improve performance.

The Environmental policy is applicable to Airports Company South Africa SOC Limited infrastructure, and the geographical areas within which the organisation operates its aeronautical and non-aeronautical business. This includes its employees, stakeholders, service providers, and contractors.

The Group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy statement shall be reviewed by Management every three (3) years and made available to any interested parties upon request.

Signed:

Date:

Issue No: 11

05/03/2021

Chief Executive Officer: Airports Company South Africa SOC Limited.



C4.4 Environmental Management System

1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

2. Objective

To incorporate all service and maintenance contractors into ACSA's Environmental Management System (EMS), to align activities, products and services with the EMS and ACSA's Environmental Policy.

3. Definitions and Abbreviations

ACSA

Airports Company South Africa SOC Ltd

ACSA AEMR

ACSA Airport Environmental Management Representative

ARFFS

Aerodrome Rescue and Fire Fighting Services

HCS

Handling & Storage of Hazardous Chemical Substances

SHE

Safety, Health and Environment

Service & Maintenance Contractor

An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and on-going maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

4. Procedure General

4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer [ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010 001M](#). Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental



induction training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.

- 4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.
- 4.4 The contractor's representative shall ensure the conditions set out in the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#), along with [ACSA's Environmental Management System Policy](#) are communicated to, comprehended and implemented by all contractor staff.
- 4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the [ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048](#) permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.
- 4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

5. Roles and Responsibilities

Issues	Responsible Person	Alternate
Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airports Manager	Relevant designated person shall assume responsibility
Has responsibility for adherence and implementation of this Operational Procedure	ACSA Safety Manager/ ACSA ARFFS Manager/ ACSA HOD: SHE/ ACSA AEMR	Relevant designated person shall assume responsibility

6. Verification

This procedure shall be verified in accordance with [ACSA Verification Policy, Procedure and Working Instruction - Z001 002M](#).

7. Non Conformance



Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the [ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M](#).

8. References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M
 ACSA Verification Policy, Procedure and Working Instruction - Z001 002M
 ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M
 ACSA Document Control Procedure - Z001 006M
 ACSA Record Keeping Requirements Procedure - Z001 008M
 ACSA Airfield Standard Operating Procedure Manual
 ACSA Supply Chain Management, Policy, Procedure and Working Instruction

9. Change Control

This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with [ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M](#).

10. Records

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work	ACSA Safety Department	EMS 048	ACSA AEMR	Five (5) years
ACSA Service and Maintenance Contractors Procedure	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator: Policies and Procedures	Five (5) years

11. Endorsement (See ACSA Master File in Document Control Office, Corporate)



Activity	Name	Signature	Date
Approval			
Authorisation			
Quality Assurance: Policy and Procedure			

C4.5 Baseline HIRA - Risk Assessment

C 4.5 Baseline Risk Assessment	
Project Name: DIA 6764/2021/RFP	ALTERATIONS AND TENANT FITOUT TO EXISTING MULTI STOREY OFFICE BUILDING: 3rd FLOOR AT KING SHAKA INTERNATIONAL AIRPORT
Document Number: HIRA 1	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)...	Examples of what to look out for...
Category A Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
Category B Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
Category C Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
Category D Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
Category E Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance



C4.5.1 Generic Hazard Assessment

Likelihood Probability	Description	Examples of what to look out for...
Category 1	Extremely Improbable (Rare)	Almost inconceivable that the event shall occur
Category 2	Improbable (Seldom)	Very unlikely that the event shall occur. It is not known that it has ever occurred before
Category 3	Remote (Unlikely)	Unlikely but could possibly occur. Has occurred rarely.
Category 4	Occasional	Likely to occur sometimes. Has occurred infrequently.
Category 5	Frequent	Likely to occur many times or regularly. Has occurred frequently or regularly



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		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

Annexure C3 – Generic Hazard assessment

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defences to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure , hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A



Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and is to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A
Driving on airside	Incidents	Damage to aircraft/vehicles/property/persons	Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio Licence training and be in the possession of an AVOP 3 permit. The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be effected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place	4A



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Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio licence (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A
Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation programme and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times where possible or if unavoidable with ACSA's Project Leaders written permission.	3B



AIRPORTS COMPANY SOUTH AFRICA

Jet blast	Potential injuries and property	Damage to vehicles/property/persons	Signage warning against jetblast is installed at high risk areas. Risks associated with jetblast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jetblast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30 meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A

Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/ human waste)	Contamination/Pollution /injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A

Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilised during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof	3D

Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle. Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not used to transport heavy items in the Parkade	4C