

APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE MAINTENANCE OF THE LUGGAGE TROLLEY AND TROLLEY MOVERS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS.

Bid Reference Number: CIA RFQ 71168-A

Issued byAirports Company South Africa
Cape Town International Airport

Note:

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

VOLUME 1

NAME OF BIDDER:	

Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za



BIDDER'S DETAILS

	NAME OF BIDDER	
1.	(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	

RFB Timelines

Bid Invitation	Thursday 22 nd June 2023
Enquiries closing Date and time	Wednesday 05 th July 2023 at 15:00
Compulsory site briefing	Wednesday 28th June 2023 at 10:30am
RFB submission closing Date and time	Monday 10 th July 2023 at 14:00

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited invites tenders for the appointment of mechanical contractor to undertake the Maintenance of The Luggage Trolley and Trolley Movers at Cape Town International Airport for a period of five (5) years.

Only tenderers who are a CIDB contractor grading of 2 ME or higher as stated on the Tender Data may submit tender offers.

Tender Document Availability

Queries relating to the issue of these documents may be addressed to Mr. Kamaal Allom Tel no. **021 937 1368**, E-mail address: kamaal.allom@airports.co.za

Closing date for enquiries is Wednesday 05th July 2023 at 14:00.

Closing Date to submit

The closing time for receipt of tenders is **Monday 10th July 2023 at 14:00** (South African Standard Time). The documents must be kept in the sequence and format they have been issued, signed, and completed by a person who has been given authority to act on behalf of the bidding entity. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has reay d the bid documents.

Bid documents must be submitted using the following method(s): via email to

kamaal.allom@airports.co.za

Late tenders will not be accepted

No late tenders will be accepted.

Bidders to ensure that the tender reference number is reflected in the subject field.

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



T1.2 Tender Data

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

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

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

Clause Number	Tender Data			
C.1	GENERAL			
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED			
C.1.2	The Tender Documents issued by the Employer comprise:			
	Part T1: Tendering Procedures			
	T1.1 Tender notice and invitation to tender			
	T1.2 Tender data			
	T1.3 CIDB Standard conditions of tender			
	Part T2: Returnable Document			
	T2.1 List of returnable documents			
	T2.2 Returnable schedule			
	Part C1: Agreements and Contract Data			
	C1.1 Form of offer and acceptance			
	C1.2 Contract data			
	Part C2: Pricing Schedule			
	C2.1 Pricing instructions			
	C2.2 ACSA Service Level Agreement			
	C2.3 Bills of Quantities			
	Section 1 - Preliminaries			
	Part C3: Scope of work			
	Part C4: Site information			
	Part C5: Annexures			
C.1.4	The Employer's Agent is: Name: Kamaal Allom			
	Telephone number: 021 937 1368			
	Email address: kamaal.allom@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-			
	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.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
	The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).
	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
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.
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.

T1.2



	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 Identification details: Bid Ref. No: CIA RFQ 71168-A
	Title: 5 Year Maintenance of Luggage Trolleys and Trolley Movers
	Closing Date: Monday 10 th July 2023 Time 14:00
C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.
	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

T1.2



	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	There will be no public opening of tenders after the closing date.
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, eg 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 A staged approach will be used to evaluate tenders

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Stage 8
Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Check if minimum local content and production thresholds have been met (if applicable)	Evaluate on functionalit y or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria	Post tender negotiations	Security Vetting

Stage 1 Test for responsiveness as outlined by the clause C3.8 above.

Stage 2 Mandatory Administration Criteria

- (a) Completed in full and signed Form of offer C1.1.
- (b) Only tenderers who are a CIDB contractor grading of **2 ME** or higher.
- (c) Bidders must complete and acknowledge Bidder's Disclosure form SBD4.

Stage 3 Local Content and Production

Bidders must complete and return SBD 6.2 (Declaration of Local Content and Production form) on the closing date and time of this bid. ACSA will disqualify any bidder which has not submitted the SBD 6.2 and the supporting Annexures (C, D and E) forms on the closing date and time.

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.



The functionality evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

Functionality Criteria (*Delete if not applicable)

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of % on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows (*Used only where each element has its own threshold. Delete out if there is only a functional/technical wide threshold. In that case only list the elements of the functional evaluation without their specific thresholds):

The functionality/technical evaluation will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. The evaluation process will be based on threshold criteria where bidders which fail to achieve a **minimum threshold** on each element will not be considered further in the evaluation. The of the evaluation are as follows

Tenders will be pre-evaluated on the criteria set out below. Bidders that score less than **the required minimum of each** criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE.

Unclear, vague, fragmented, or incomplete information provided will result in no points being allocated. Bidders must ensure that only relevant information is submitted, for points to be awarded.

The criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information to be pre-evaluated on the criteria mentioned below:

The maximum of points will be awarded at the sole discretion of ACSA's Bid Evaluation Committee based on the information provided.

A company's and its legacy firms past experience is not a duplication of Criterion Key staff and Personnel. This takes into consideration that the company as an entity has gained relevant experience in the past and showcase or demonstrate that the company is in the business of said Scope of Works. Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by ACSA and/or professional consulting engineer where applicable.

In order to claim points for the above, bidders must submit enough information as well as documentary proof of information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents and the following:



Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and parts thereof

If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. Tenderers to provide enough experience to score the total points as prescribed if no information is provided below or referred to as an additional attachment **NO POINTS WILL BE AWARDED**

References related to Experience

This section refers to the Company's and its legacy firms' references related to the experience. It also considers that the references are related & relevant to.

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (like this scope of work).
- Was the work completed within the contractual time frame?
- Was the work completed within the Contract Price / Amount /Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project.
- General performance on the project.
- The letter should also include who the contact person is with all his/her detail.

Bidders can provide their references with the attached questionnaire (see attachment), which have to be completed and signed by the references.

ACSA reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience.



Evaluation Area	Evaluation Criteria	Weighting	
Company Previous Mechanical Experience	Maintenance history and list of past contracts		
Tenders must submit proof of previous experience on Mechanical, Electric or Controls Works (Maintenance/Installations/Replacements/Repairs) in th			
following fields.	Less than a year experience : 5 points		
Electrically powered Mechanical Equipment (Forklfts, Karts, Small tow	1 <mark>year</mark> – < 3 years' experience : 15	5	
trucks etc.).	points		
Mechanical equipment (Trolleys/General Metal works) provide reference letters and completion certificates	> 3 years' experience : 20 points	20	
Human Resources-Staff experience for Mechanical	Skilled staff		
Provide comprehensive CV demonstrating technical skills, experience ar			
completed works of similar nature as per attached scope	u l		
2.1 Site Supervisor			
Provide proof of relevant years of experience in both requirements belo	w Less than a years' experience : 5	20	
☐ Years in the testing of batteries and chargers experience	points		
	1 years – 3 years'		
	experience : 15 points	5	
	> 3 years' experience : 20		
	points		
☐ Years of supervisory experience	Less than a years' experience : 5	20	
	points		
	1 years – 3 years'		
	experience : 15 points	;	
	> 3 years' experience : 20		
	points		
Provide proof of relevant qualifications for all requirements listed below	 Not all requirements provided (0 points) All requirements provided (10 		
	points)		
□ N2 or Matric electrical or mechanical			
		10	
2.2 Teachnician(c)		10	
2.2 Technician(s)			
	Less than 1 years' experience : 5		
Provide proof of relevant years of experience in both requirements belo	points		
	3 years experience : 10 points	20	
☐ Years of Mechanical work experience	>3 years' experience : 15 points	6	
	Not all requirements provided (0 Points) All requirements provided (10 Points))	
	All requirements provided (10 Folints)		
Provide proof of relevant qualifications for all requirements listed below		10	
□ N2 mechanical or electrical or Matric		1	



Stage 5 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring 80/20 for bids with the rand value equal to or below R50 million and 90/10 for bids with the rand value above R50 million (Delete what is not applicable in terms of estimated budget). A maximum of 80 or 90 points is allocated for price based on the following formulae (delete formula not applicable): 80/20

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Evaluation of Preference

ACSA will score specific goals out of 10 or 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

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

Stage 6 Objective Criteria - N/A

In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks etcetera. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.



Prescribed objective criteria for this bid.

The objective criteria chosen and advanced in this RFPs or RFQs are as follows: (delete criteria that are not applicable for this bid)

- a) ACSA requires sub-contracting for this bid to local black owned EMEs and/or QSEs as an objective criterion for local economic empowerment. The ACSA may provide the Bidders with a list of all relevant CSD registered suppliers from which the Bidder must choose for subcontracting; and/or
- b) The promotion of SMMEs; and/or
- c) The creation of new jobs or the intensification of labour absorption; and/or
- d) The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province; and/or
- e) The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region; and/or
- f) The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area; and/or
- g) The promotion of enterprises located in rural areas; and/or
- h) The promotion of South African owned enterprises; and/or
- i) The promotion of export orientated production to create jobs and/or
- j) The empowerment of the work force by standardising the level of skill and knowledge of workers; and/or
- k) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and/or
- I) The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations.

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.

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.



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.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-
- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
 - b) funds are no longer available to cover the total envisaged expenditure; or
 - c) no acceptable tenders are received.
 - d) there is a material irregularity in the tender process.
 - **C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised
 - **C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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- 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

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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.

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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.

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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

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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 List of Returnable Documents

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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

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- 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,

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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
 - 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.

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- 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

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- 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.

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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 Document

T2.2: Returnable Schedules



AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

BID REF. No: CIA RFQ 71168-A

Title. 5 Year Maintenance of Luggage Trolleys and Trolley Mover

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: Certificate of Attendance at Compulsory Briefing session	
A2: Record of Addenda to Tender Documents	
A3: Certificate of Authority for Signatory	
A4: Certificate of Authority for Joint Ventures (where applicable)	
A5: Schedule of the Tenderer's Recent Experience related to this Project	
A6: Completion Certificates of Previous Projects Completed	
A7: Certified Copies of Client Reference Letters of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	
A9: Schedule of Current Commitments	
A10: SBD 4: Bidder's Disclosure Form	
A11: SBD 6.1: Preference points claim form in terms of preferential procurement	
Regulations	
A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors	
(if applicable)	
A13: Confidentiality and Non-Disclosure Agreement.	
2 Other documents required only for tender evaluation purposes	
B1: Proof of registration for Contractor's WCA registration and or COID	
B2: A certified copy of Certificate of Contractor Registration issued by the Construction	
Industry Development Board (CIDB)	
B3: SARS Pin issued by the South African Revenue Services.	
B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
B5: Central Supplier Database (CSD) proof of registration.	
Don Communication (COD) process in region among	
3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
C1.1 Form of Offer and Acceptance (Contract part)	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C4: Subcontractor's Supporting Documents	
C5: Plant and Equipment	
C6: A certified copy of B-BBEE Verification Certificate	
C7: CV's of key personnel	
C8: Certified Certificates of Qualifications of Key Personnel.	
C9 Work Plan and Proposed Methodology	
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by Tenderer	
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The tenderer must complete the following returnable documents:	Completed (tick)
C12 Proposed Amendments and Qualifications	

T2.2: RETURNABLE SCHEDULE

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FORM A1. Certificate of Attendance of the Compulsory Briefing Session

Representative of	(tenderer)		
of (address)			
e-mail			
telephone number	·		
fax number			
visited the compu	sory brief session	held on date	
d		Date	
•		Position	
erer			

Confidential

Contract Data (Employer)
CIA RFQ 71168-A

Representative:

Name:

FORM A2. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	Date	Title or Details	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Attach additional pages if more space is required.

Signed	Date
Name	Position
Tenderer	

Confidential

Form A3: Certificate of Authority for Signatory

- Signatories for close corporations and companies shall confirm their authority by attaching to this (1) form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3)

is required from all members of the joint venture identified as requested by tender condition C2.	e and the designated lead member shall be clearly 13.4.
An example is shown below:	
"By resolution of the board of directors taken on	20
Mr/Ms	
whose signature appear below, has been duly author tender for Tender number RFQ 71168-A and any cont	
(block capitals)	
Signed on behalf of Company:	
In his/her capacity as:	
Date:Signato	ry of Authority:
Witnesses:	
Signature	Signature
Name (print)	Name (print)
Attach: • Latest Audited Annual Financial Report (If app • Bank reference Letter	licable) – N/A
uned Dr	nto

Signed	Date	
Name	Position	
Tenderer		

Confidential Contract Data (Employer) Confidential CIA RFQ 71168-A C1.2a page 3

FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

ise attach JV adreei		any contract resulting from it on our behalf.
AME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
ead partner		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
		Signature:
		Name:
		Designation:
Signed	Date	
Name	Positio	on l

Confidential

FORM A5. Schedule of the Tenderer's Recent Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last **xx years**.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

As a minimum the bidder is to have successfully completed at least xxxx each project with contract value of **RXX million** (inclusive of VAT) or more to achieve a satisfactory score.

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below

The description should be put in tabular form with the following headings:

	lescription should	be put in tabular form	with the following h	eadings:		_	
Employer,	Principal	Description of	Value of work		Date	COMPL	
contact	Agent (Name,	works/ Project	inclusive of VAT	started	completed	CERTIF	
person	Tel No,	Name	(Rand)				LIENT
and	Contact					REFERE	
telephone	Person)					LETTER	NO
number						YES	NO
		l .	1	1	l	II.	

<u>Note</u>: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

	Confidential	
Signed	Date	
Name	Position	
Tenderer		

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FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed

Please attach Completion Certificates (Practical Completion) of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of three (3) certificates required for relevant projects

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date	
Name	Position	
Tenderer		

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Co	nti		Δr	٦Ŧ	וכו
CU		u	CI	IL	a

FORM A7 Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of three (3) reference letters required from the client bodies/Principal Agent.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date	
Name	Position	
Tenderer	-	

 Confidential
Form At Droof of Contract Values of Drovious Brainste Completed
Form A8 Proof of Contract Values of Previous Projects Completed
Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page. A minimum of three (3) certificates required for relevant projects

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date	
Name	Position	
Tenderer		

Form A9: 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

Employer, contact person and telephone number	Consultant/ Principal Agent, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed	Date	
Name	Position	
Tenderer	1	

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SBD 4

A10. BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

2.2	Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO
2.3.1	If so, furnish particulars:

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

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- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature	Date
Position	Name of bidder

SBD 6.1

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

A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals / Preference .

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. **DEFINITIONS**

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$80/20$$
 or $90/10$ $Ps = 80\left(1-rac{Pt-P\,min}{P\,min}
ight)$ or $Ps = 90\left(1-rac{Pt-P\,min}{P\,min}
ight)$ Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

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3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10
$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right) \qquad \text{or} \qquad Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3.	Name of company/firm
4.4.	Company registration number:
4.5.	TYPE OF COMPANY/ FIRM
	□ Partnership/Joint Venture / Consortium □ One-person business/sole propriety □ Close corporation □ Public Company □ Personal Liability Company □ (Pty) Limited □ Non-Profit Company □ State Owned Company □ ITICK APPLICABLE BOX

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
 - i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to

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the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation:
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME: DATE:	
ADDRESS:	

SBD 6.2

A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Remove if not 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 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;

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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:

Description of services, works or goods

Xxxxxxx

Xxxxxxx

Xxxxxxx

3. Does any portion of the goods or services offered 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.

3. 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)

ISS	UED BY : (Procurement Authority / Name of Institution):			
 NB				
1	The obligation to complete, duly sign and submit this de external authorized representative, auditor or any other 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/industrial_development/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.			
do h of	e undersigned, nereby declare, in my capacity as owing:			
(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 term with the minimum local content requirements as in terms of SATS 1286:2011; and			
(c)	The local content percentage (%) indicated below has begiven in clause 3 of SATS 1286:2011, the rates of exchand the information contained in Declaration D and E who Declaration C:	ange indicated in paragraph 4.1 above		
Bi	d price, excluding VAT (y)	R		
Im	nported content (x), as calculated in terms of SATS 1286:2	2011 R		
St	tipulated minimum threshold for local content (paragraph	3 above)		
١.	ocal content %, as calculated in terms of SATS 1286:2011			

(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.

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.

(e)	I understand that the awarding of the bid is dep furnished in this application. I also understand that are not verifiable as described in SATS. Authority / Institution imposing any or all of the the Preferential Procurement Regulations, 2015. Framework Act (PPPFA), 2000 (Act No. 5 of 20	that the submission of incorrect data, or data 1286:2011, may result in the Procurement remedies as provided for in Regulation 14 of 7 promulgated under the Preferential Policy
	SIGNATURE:	DATE:
	WITNESS No. 1	DATE:

DATE:

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WITNESS No. 2

Form A: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of Western Precinct, Aviation Park O.R. Tambo International Airport 1 Jones Road Kempton Park 1632

AND

[NAME OF SERVICE PROVIDER] (Registration No:				
("		,		
of				
[Service Providers A	ddress]			

1. **INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
 - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;
 - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
 - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
 - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;

- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -

- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as "the disclosing party" and the party, which receives the confidential information, shall be referred to as "the receiving party".
- 1.3 ""affiliate" –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (holding company) or is controlled or is under common control of such Party (subsidiary company); a Person "controls" another person if it holds or is beneficially entitled to hold, directly or indirectly, other than by way of security interest only, more than 50% of its voting, income or capital;
- 1.4 "disclosing party" the party disclosing confidential information in terms of this agreement and being Airports Company;

1.5	"receiving	party"	_	the	party	receiving	confidential	information	in	terms	of	this
	agreem	ient;										

1.6	"the parties"	- the Airports	Company and	

2. **INTRODUCTION**

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

3. USE OF CONFIDENTIAL INFORMATION

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

4. **NON-DISCLOSURE**

- 4.1 THE RECEIVING PARTY undertakes that -
 - 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
 - 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information failing into the hands of unauthorised persons or entities;
 - 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or subcontractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

- 4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

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

Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- $5.\dot{2}$ At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
- 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
- 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Company IP") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. <u>Title</u>

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. ENFORCEMENT, GOVERNING LAWS AND JURISDICTION

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

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

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

SIGNED at	on	day of	2023
AIRPORTS COMPANY the signatory warranting			
Name:			
Designation:			
AS WITNESSES 1.			
2.			
SIGNED at	on	day of	2023
[NAME OF SERVICE PI the signatory warranting	<u>-</u>	ised thereto.	
Name:			
Designation:			
AS WITNESSES			
1			
2			

Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

- B1: Proof of registration for Contractor's WCA registration or COID
- B2: An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
- **B3:** SARS Pin issued by the South African Revenue Services
- B4: An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)
- B5: Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number

Bank Report on	: (Tenderers Name)
Account No	:
Bank	:
Branch Code	:
Amount	: (Tender Value)
Duration	: 60 months (excluding special non-working days)
DUSINESS PUTI	ENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)
	,
() A	UNDOUBTED FOR INQUIRY
() A () B	UNDOUBTED FOR INQUIRY GOOD FOR AMOUNT QUOTED
() A () B () C	UNDOUBTED FOR INQUIRY GOOD FOR AMOUNT QUOTED GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
() A () B () C () D	UNDOUBTED FOR INQUIRY GOOD FOR AMOUNT QUOTED
() A () B () C () D	UNDOUBTED FOR INQUIRY GOOD FOR AMOUNT QUOTED GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
() A () B () C () D () E	UNDOUBTED FOR INQUIRY GOOD FOR AMOUNT QUOTED GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS FAIR TRADE RISK
() A () B () C () D () E () F	UNDOUBTED FOR INQUIRY GOOD FOR AMOUNT QUOTED GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS FAIR TRADE RISK FIGURE CONSIDER TOO HIGH

Form C1: Compulsory Enterprise Questionnaire

	iculars must be furnished. In the case of partner must be completed and submit		separate enterprise questionnaires
Section 1: Name			
Section 2: VAT r	egistration number, if any:		
Section 3: cidb r	egistration number, if any:		
Section 4: CSD r	umber:		
Section 5: Partic	ulars of sole proprietors and partner	s in partnership	s:
* Complete only it	sole proprietor or partnership and atta	ch senarate nage	e if more than 3 partners
	ulars of companies and close corpor	, , ,	n more than e partnere
Company registra	<u> </u>		
Close corporation			
Tax reference nur			
	issued by National Treasury must be	completed for	each tender and be attached as a
tender requireme			
	issued by National Treasury must b	e completed for	each tender and be attached as a
tender requirements The undersigned.	ent. who warrants that he / she is duly auth	norised to do so d	on behalf of the enterprise:
i) authorizes th	e employer to verify the tenderers tax		
Services that ii) confirms that	it is in order; the neither the name of the enterprise oi	the name of any	partner, manager, director or other
person, who	wholly or partly exercises or may exe	ercise, control ov	ver the enterprise appears on the
Act of 2004;	ender Defaulters established in terms of	the Prevention a	and Combating of Corrupt Activities
iii) confirms that r	no partner, member, director or other per		
	he enterprise appears, has within the la		
	/we are not associated, linked or involvave no other relationship with any of the		
scope of worl	that could cause or be interpreted as	a conflict of inter	est; and
	the contents of this questionnaire are w	vithin my persona	I knowledge and are to the best of
Signed	n true and correct.	Date	
J.g.i.eu		Daio	
Name		Position	
Enterprise name			

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Form C2: Proposed Domestic Subcontractors

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.

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

Signed	Date	
Name	Position	
Tenderer		

Confidential	
Form C4 Subcontractor Supporting Documents	
List supporting documents required for subcontractor:	

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of registration with Central Supplier Database form
- CIPC certificate
- Share Certificate
- Valid BBBEE Certificate.
- CIDB Certificate.

Signed	Date	
Name	Position	
Tenderer		

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Form C5: Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.
A., I I I'.' I	ages if more appeal is required

Attach additional pages if more space is required.

Signed	Date	
Name	Position	
Tenderer		

FORM C6: A certified copy of B-BBEE Verification Certificate

- 1. Valuation of preference points is based on tenderer's B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.
- 2. In the invent of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and domicilium citandi et executandi of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number
- 3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.
- 4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted. Failure to abide by this requirement will result in such a tenderer scoring zero (0) preference.

Signed	Date	
Name	Position	
Tenderer		

|P!JuapijuoD | Contract Data (Employer) | Confidential | C1.2a page 34 | C1.2a

Confidential
FORM C7. The CV's of key personnel
Bidders are referred to clause C.3.11 which indicates the maximum possible score for information requested under this schedule.

Commitment to the Project

The undersigned commits himself / herself 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 this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

<u>Note</u>: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Signed	Date	
Name	Position	
Tenderer		

Confidential	
FORM C8: Certified Certificates of Qualifications of Key Personnel.	
rokiii Co. Certified Certificates of Qualifications of Key Fersoniiei.	

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C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The working areas are	See C3 'Service Information'
24.1	The Contractor's Key people are:	CV's to be appended to Resource Proposal (Annex F)
1	SUPERVISOR	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	MECHANICAL TECHNICIAN	
	Name:	
	Qualifications relevant to this contract	

leitnabilino Contract Data (Contractor)

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					Confidential
	Experience				
	ZXPONONOO				
3	MECHANICAL ASSISTANT	JELECTRI	CAL	-	
	Name:				
	Qualifications contract	relevant	to	this	
	Experience				
	·				
4	OTHER				
	Name:				
	Qualifications	rolovant	to	thic	
	contract	relevarit	ιο	uns	
	Experience				
	Exponence				
5	OTHER				
	Name:				
	Ouglifications	rolousest	+-	th:a	
	Qualifications contract	relevant	ιΟ	เกเร	
	Experience				

		Confidential
	Name:	
	Qualifications relevant to this contract	
	_	
	Experience _	
	_	
11.2	The following matters will be included in the Risk Register	1.See Annexure
	;	2.
	;	3.
		4.
		5.
		6.

C1.3 Occupational Health and Safety Agreement

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:

Name of Organization:

AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

Cape Town International Airport

Administrative Office

South Office Block

Western Cape

7525

Hereinafter referred to as "Client"

Name of organisation:		
Physical Address:		

Hereinafter referred to as "the Mandatary/ Principal Contractor"

Occupational Health and Safety Agreement

Confidential		
MANDATORY'S MAIN SCOPE OF WORK		

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- 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. "Mandatary" 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
- Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
- 4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- 6. Mandatories who 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 Mandatary 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.
- 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.

Occupational Health and Safety Agreement

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

- 1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the 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.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

- 1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- 2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the 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.
- The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
- 4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

Occupational Health and Safety Agreement

Confidential

- 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 use 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

- 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.

Occupational Health and Safety Agreement

Confidential

	Confidential	
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.	
Occupation	nal Health and Safety Agreement C1.3 page 5	Confidential
	O 1.3 page 3	

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ACCEPTANCE BY MANDATARY In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 a Construction Regulations 2014,	
n terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 a Construction Regulations 2014,	
n terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 a Construction Regulations 2014,	
n terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 a Construction Regulations 2014,	
n terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 a Construction Regulations 2014,	
n terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 a Construction Regulations 2014,	
Construction Regulations 2014,	
(company name) undertake to ensure that the provision of the OHS Act 85 of 1993 and its regulations are complied with. Mandatary – WCA/ Federated Employers Mutual No	and section 5.1(k) of the
Expiry date SIGNATURE ON BEHALF OF MANDATARY DA	
SIGNATURE ON BEHALF OF MANDATARY DA	
	DATE
	701E
SIGNATURE ON BEHALF OF THE CLIENT DA	DATE

C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract

Forms of Securities
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C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause. Insurance Affected by the Employer.

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

- a) PUBLIC LIABILITY Insurance which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the

- right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
 Where more than one Contractor is involved in the same claim the Deductible will
 - Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract. In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

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

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - i. The insurances to be provided by the Contractor and his Sub-Contractors shall:

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

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

Sub-Contractors

The Contractor shall:

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

C2.1 Pricing assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

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

Identified and 11 defined terms 11.2

- (12) The Price List is the *price list* unless later changed in accordance with this contract.
- (17) The Price for Services Provided to Date is the total of
- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.
- (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the Contractor's plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price*

Pricing Assumptions
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list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

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

- 1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- 5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the price list

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

Pricing Assumptions
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C2.2 Price List

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

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Part 1 - Administration Cost

Item no.	Description - Contract Administration Costs	Frequency	Quantity	Amount	Pro-rata Annual cost	5 Years Total cost		
	Preliminary and General Contract Administration Costs:							
1	Airport Safety Induction	Once Off	3	R	R	R		
2	Airport permits & Airport Parking fees (provisional amount)	Once Off		R	R	R		
4	Contract Management and administration (compliance to OSH)	Once Off	1	R	R	R		
5	PPE	Once off	3	R	R	R		
6.	Insurance (ACSA required for this contract)							
Total			•		R	R		

- **N.B.** Contract administrative costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration (5 years)
 - Safety induction to be done every 2 years
 - Safety file cost to include medicals examinations as a once off cost and COIDA insurance based on number of employees registered within the contract
 - *PPE cost should include quantities for the resource complement from Year 2 (Not applicable)

Part 2- Performance Fee

Equipment	Total Qty	Cost Per Unit/Person	Monthly Cost	Total Annual Cost
Maintenance of Luggage Trolleys	3500			
Maintenance of Linde P60 Trolley Pullers and Cha	3			
Maintenance of Movexx Trolley Pullers and Charging Equipment	6			
Artisan and Assistant Standby (After Hours Availability)				
Total	1			

^{*}The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for **shall fill in any other** activity with prices for "other" activities which they deem necessary to achieve the set out comes on availability reliability, maintainability, MTTR, MTBF, legislative and all other targets set in this contract. **Should an alternative not be presented, the offer will be deemed as the contractor's optimal proposal for which they will be liable for.**

Part 3 Activity Schedule: Provisional Ad hoc and Spare Acquisition Cost and Mark-up

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

^{***}It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.

^{****}Incentives and Low service damages will be applicable as per the Low service damages table and Incentive table in this contract



*Spares will be managed using ACSA's manual inventory management system.

The manual inventory management system will include but not limited to;

- Conducting and submission of monthly and quarterly stock count to the Service Manager
- Keeping up-to-date inventory cards
- Management of spares movement
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.)
- Ensure safety and security of the storeroom

Spares:

Description	Total (excluding VAT)
Subtotal 3a- provisional sum for spares	<u>R 350 000</u>

Mark-up (third party procured items/services)

Bidder to complete

Value of Item or Services	**Mark-up (Contractor to fill in)	Spares amount for budget purposes *Z*	
R0 - R10,000	%	R200 000.00	
R10,001 - R25,000	%	R20 000.00	
R50,001 - R100,000	%	R80 000.00	
R100,001 – R250,000	%	R230 000.00	
Sub-total 3b (Third party Mark-up)			
	(Note: Should be part of the form of offer and acceptance)		

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

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^{*}The inserted amount *Z* are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.

^{**}The mark-up will be applicable to the total of the third-party quotation not on a single line items in a quotation.



The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimburged on AFRICA submission of invoices and suppliers supporting documents.

Contract value

Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

Total for Part 3

Item Description	Cost
3a Spares Cost	350 000
3b Mark-Up	
Total for Part 3	

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5 Year total contract value

Below is the guide that must be used in the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that **Part 1 and Part 4** amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above

Part 4 - Labour rates and Mark-up - Breakdowns

Any work not included under part 2 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

*All rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

Note: No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Call out rate must include all required travelling and the first hour on site.

ADHOC COSTS - VARIABLE

The Ad hoc costs will not form part of the fixed contract costs and will be as per the schedule shown in the table below. For planned work, a quotation will be required and a PR (Purchase Requisition) created before work commences. Thereafter, invoices will be required to process payment.

For emergency work, permission to carry out work outside the scope of the fixed contract service has to be obtained from the Service Manager or his authorised representative or the IAM Manager. PR and Orders for work done will be issued by the employer as soon as possible.

Labour rates and Mark-up

Any work not included under part 2 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Infrastructure	Description of Key Resources	Normal hours (R/hour)	After hours (R/hour)	Monthly Rate
Luggage Trolleys and Trolley Movers	Site supervisor			
	Technicians			
	Assistant			
	Other (s)			

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance the Luggage Trolleys and Trolley movers. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Luggage Trolleys and Trolley movers.

^aAll rates to exclude VAT. Subject to an agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/ decreased to cater for special needs that may arise from time to time.

CALL OUT FEE + DIOGNOSTIC AND REPAIR RATES

NOTE:

- a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).
- b) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- c) Call outs are not chargeable during working hours when technician/ assistants are on site (08:00 17:00)
- d) The contractor will be compensated according to the contractor's repair rate provided in the below table and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T)

Table B: Call outs + Labour

Diagnostic with repairs table:

(time below includes the total time to do diagnostics and repairs for each failure mode and completely resolve the issues leaving the infrastructure totally correctly functional. Note the rates must include all required tools, special tools, software and hardware require to completely resolve the failure)

Estimated Contract Value for Repairs and Maintenance service

Description	Total (Excluding VAT)
Part 1 - Activity Schedule: Provisional Administrative Cost	R
Part 2- Total Performance Fee for 5 years	R
Part 3 - Activity Schedule: Provisional Ad hoc and Spare Acquisition Cost	R
Part 4 - Labour rates and Mark-up - Breakdowns	R
TOTAL: ?? months CONTRACT VALUE (to be carried to the Form of Offer)	R

NB: All Amounts should exclude VAT, the total estimated contract value should be carried over to Form of Offer

C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the Luggage Trolleys and Trolley Movers at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will maintain all Luggage Trolleys and Trolley Movers at Cape Town International Airport as minimum described in the Overview of the works below. The Contractor will be appointed directly by the Airports System Company of South Africa.

Onus is on the contractor to provide assurance that competent persons would be carrying out all tasks in accordance with all the applicable standards, OEM requirements, procedures, regulations, and legislative requirements.

1. DESCRIPTION OF THE WORKS

The contractor shall maintain a record of services carried out and make it available to Service Manager as when it is required. The supply of tools and equipment necessary for carrying out the scope of work shall meet OEM and contract requirements.

ACSA CTIA has 3500 WANZYL trolleys in circulation, 3 Lind P60 Trolley Pullers and 6 Movexx Trolley Pusher units.

WANZYL TROLLEYS

ACSA CTIA has 3200 luggage trolleys in circulation and below is the scope of work or suggested maintenance programme

- Perform Bi-Annual maintenance on the Wanzyl units
- Clean the entire trolley
- · Clean and wash out wheels and Axle with solvents after maintenance and repairs
- Check mechanism, control and crankcase handle, repair or adjust if required.
- Clean unit exterior and ensure that all covers are securely fixed.
- · Check and adjust if necessary
 - Top Brake rod and brake rod
 - Carry out thorough braking test on entire trolley
 - Pressure spring

Returnable Documents

- Double swivel castor fork
- · Check anti-static strip operation and ensure blind rivet fixed
- Check lateral sheets and bumpers if properly are secure and repair if required
- · Check nesting shoe for evidence of chafing and repair if necessary
- Check lateral metal sheets and bumpers if properly are secured and repair if required.
- Check nesting shoe for evidence of chafing and repair if necessary.
- · Check handle profile and repair if required
- · Check cylindrical screw mountings and tighten if required
- Check and tighten, if necessary, all hold down bolts.
- · Check for any unusual noise and vibration and repair if required.
- · Examine shaft and seal glands and replace if necessary
- · Check for any sign of corrosion and treat rust accordingly if necessary

Linde P60

- The P60 units are used to transport the trolleys from car rentals, and CTB to the arrival's terminal.
- It is very critical to the trolley operations and Special attention needs to provide to it.
- Below is a suggested maintenance program and the service provider to repair and replace any defective parts identified.
- The service provider will be required to repair and replace any defective mechanical and electrical parts found during inspections.

The Linde P60 maintenance shall be conducted in accordance to the below OEM maintenance regime:

General information

To keep the tow tractor in a state that is ready for use at all times, you should regularly perform a small number of maintenance and inspection tasks according to the instructions in the operating manual. Maintenance may only be performed by qualified persons authorised by the manufacturer. You can agree to have this work performed on the basis of a maintenance contract concluded with your authorised dealer.

If you wish to perform this work yourself, we recommend having at least the first three checks carried out by an authorised technician in the presence of your workshop representative. Your workshop staff can then be instructed accordingly.

Whenever performing maintenance, the tow tractor must be parked on a flat surface and be at a standstill (engine switched off, switch key removed and battery connector disconnected).

No modifications (attachment or conversion) may be made to the tow tractor without the manufacturer's approval.

All servicing work on the tow tractor must be followed by a functional check and a test run.

A CAUTION

The tow tractor must always be properly labelled. All missing or damaged identification plates and/or adhesive labels must be replaced.

For the warehouse or order number, please consult the spare parts catalogue.

WARNING

For a tow tractor with a fixed cab, the side doors may close during maintenance and trap the technician.

Always keep both side doors open during maintenance operations.

ENVIRONMENT NOTE

Observe the information regarding working with consumables.



When using tow tractors in extreme conditions (e.g. extreme heat or cold, high levels of dust etc.), the time periods specified in the maintenance overview must be reduced accordingly.

Maintenance intervals

Under certain conditions, there is the possibility of changing the intervals of some maintenance operations listed in the maintenance overview.

Please use the recommended consumables. engine oil and coolant. The inspection and maintenance intervals depend on the operating and application conditions of the truck.

When used in heavy-duty or very harsh conditions, in particular:

- Very dusty environments
- Corrosive environments
- Cold stores

maintenance intervals must be halved.

Contact the After Sales Service Centre.

Maintenance safety guidelines

No changes, modifications or additions may be made to the tow tractor without the manufacturer's approval.

A DANGER

Incorrect inspection and maintenance procedures may result in the maifunction of safety-critical components.

Only carry out inspection and maintenance routines if you have been trained, and are authorised to do so.

A DANGER

Do not make modifications to the drive or braking parameters without informing the drivers of the tow tractor.

If the drive or braking parameters are modified, the drivers of the tow tractor must be informed. They must be able to familiarise themselves with the new operating characteristics before putting the tow tractor into service.

A DANGER

Many accidents and injuries in the workshop are due to non-compliance with certain basic maintenance and safety rules. These accidents can therefore be avoided.

Respect the following safety guidelines. Anticipate potential dangers. Proceed with care and caution to reduce the risk to a minimum.

An alert, cautious mechanic is a safe one.

- Before carrying out any repair work, park the truck. The parking brake is automatically applied. Switch off the ignition, disconnect the battery and, if necessary, place wedges under the front and rear wheels.
- Before carrying out any electrical maintenance or checks, raise the drive wheel clear of the ground and securely chock the tow tractor in position.
- Protective equipment (e.g. goggles and protective gloves) must be worn at all times when working on batteries.
- Take the necessary fire precautions when working on batteries.

- Always handle, charge and maintain batteries according to the manufacturer's instructions supplied with the battery.
- Always ensure that any lifting equipment is of sufficient capacity and has the relevant certification. All blocks, jacks and chains etc. must be examined regularly and may only be used for the intended purpose.
- Use only prescribed attachment points when towing or lifting. Attach connections carefully. Check that the pins and/or bolts provided are secure before loading. Never stand close to drawbars, slings or chains that are working under load.
- Never wear rings, wrist watches, jewellery, loose or dangling items of clothing (ties, torn clothing, scarves, unbuttoned jackets or overalls with open zip fasteners) that could get caught up in moving parts. Always wear approved safety clothing.
- Never carry out maintenance or servicing operations on the tow tractor when anyone is sat on the seat, unless that person is fully trained and involved in the operation being carried out.
- Never switch on the tow tractor from any position other than the driver's seat.
- The design of service steps or platforms used in the workshop or onsite must comply with current regulations.
- Label all controls to indicate that a service or repair operation is being carried out.
- Protective equipment, i.e. goggles and gloves, must be worn at all times when using compressed air or steam cleaning equipment.
- Perform a functional check and test run after every service.

Handling lubricants

Always handle lubricants safely and as specified by the manufacturer.

Returnable Documents

Only store lubricants in approved containers and in specified storage locations. As lubricants may be flammable, do not let them come into contact with hot objects or flames.

Clean the area surrounding the part in question before applying lubrication, changing the filter or performing repairs on the hydraulic system.

Use only clean containers when replenishing fuel and lubricants.



ENVIRONMENT NOTE

Lubricants and cleaning compounds used during maintenance procedures may be

harmful to the environment. Please observe the following:

- · Follow the manufacturer's safety and disposal instructions when using lubricants and cleaning compounds
- Avoid spilling lubricants. Clear up any spillage immediately using a suitable absorbent, and dispose of the spilt lubricant as per local regulations
- Always dispose of used or contaminated lubricants as specified. Follow laws and regulations
- Dispose of used parts, empty containers. filters etc. as per local regulations

Technical data for inspection and maintenance

Assembly	Material/Lubricant	Capacity/Adjustment	value
Drive axle	Gearbox oil		1.2 litres
Tyres		Front	8 bar
1 9103		Rear	8 bar
Draka avatam	Brake fluid		As required
Brake system	Brake linings	Minim	num thickness 2 mm
Steering chain	Chain spray		As required
General lubrication points	Grease/oil		As required
Electrical equipment		-	
Main circuit	Fuse	48 V	1 x 160 A
Dollar	Distilled water	As required	
Battery	Non-acidic grease		As required
Traction motor		28 V AC	

Movexx T2500

• ACSA CTIA has 6 Movexx in service used to transport the trolleys from different location to one central location at the airport. These shall be maintained in accordance the OEM Requirements.

Spare Parts Requirements

The contractor shall keep and maintain all critical OEM (Original Equipment Manufacturer) spares to maintain and repair the Trolley and Trolley Moving Equipment. Where the original equipment manufacturers (OEM) parts are not available a substitute part will be made known to ACSA's Service Manager for his/her approval. The contractor will build relationships with OEM or their agents to ensure that spares are available when required to minimise downtime.

A list of attainable replacements parts, by part number shall be furnished when requested by Service Manager and the contractor will be responsible to maintain an up-to-date inventory. The parts shall be kept on stock if not the contractor must source the required spare and be available within a reasonable time and will be always communicated to the Service Manager. The contractor will be responsible for providing all the critical spare foreseeable for the use of Trolley and Trolley Moving Equipment.

Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (work should be carried out by competent people as prescribed in the law and shall be auditable by the employer at any given time)

Access to site

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirement as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

Rick

The are some of the risks identified but not limited to the below and to Annex E list.

Current Guarantees and warrantees to be maintained:

❖ Annex W - N/A

Returnable Documents

Extent of the works

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

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

Where, such a need is mutually agreed between the Contractor and the Employer, the Employer shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by the Employer. The Contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule always – as stipulated in the Annexes. This may be amended by mutual arrangement between the Employer and the Contractor from time to time.

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

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

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

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

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

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available onsite. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the

Returnable Documents

installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

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

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

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

Location of the works

The Works are located at Cape Town International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures Requirements

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

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

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

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Subcontracting

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

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

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

Normal airport operational hours shall be from 04:00 to 24:00 for every day of the year.

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

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

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

Methods and procedures

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

- · Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to Luggage Trolleys and Trolley movers.
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures

Returnable Documents

- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

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

Management meetings

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

Electronic payments

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

Daily records

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

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. system availability (averaged per week)

Returnable Documents

maintenance

C1.2

- 2. ce work (including % of scheduled maintenance work completed)
- 3. daily checks performed
- 4. maintenance plan for the next month
- 5. the latest spares inventory
- 6. Assets register up to date including equipment data
- 7. Root cause analysis records
- 8. Safety/Environmental or legislative issues and compliance
- 9. Outstanding maintenance issues

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

Permits

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

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

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

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

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

Returnable Documents

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

Proof of compliance with the law

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

Health and safety

Health and safety requirements and procedures

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

Returnable Documents

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

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

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

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Enterprise and Supplier Development Initiatives

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of Thirty percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

- a) does not share equity holding with the tenderer; and
- b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- c) is registered with the South African Revenue Service; and
- d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One "Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) or?
- e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level One? Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013).
- f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

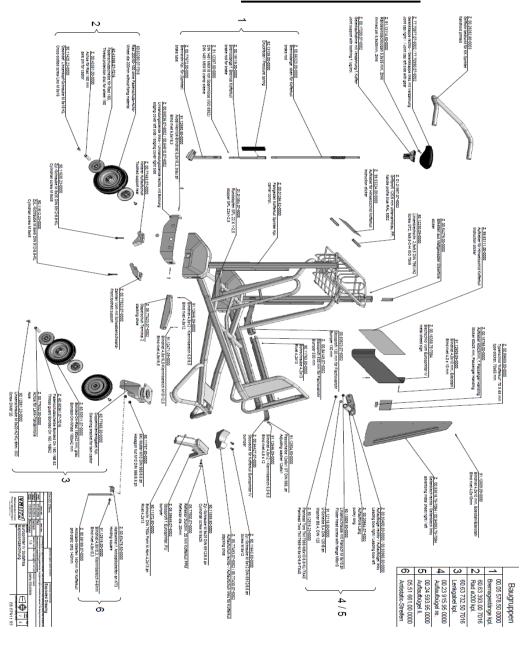
In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Not Applicable
life span	Annex C	Not Applicable
Site information	Annex D	Applicable
Risk assessment Equipment	Annex E	Applicable
Previous completed PMs	Annex F	Not Applicable
Root cause analysis	Annex G	Not Applicable
Estimated times for breakdowns/faults	Annex H	Not Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Spares List Luggage Trolleys and	Annex M	Applicable
Trolley movers.		
IMCC procedure	Annex N	Applicable
Internal and external factors outside the	Annex O	Applicable
contractor's control		
ACSA Mechanical Standardised Minimum: legal	Annex P	Applicable
requirements and minimum competency		
requirements		
ACSA Inventory management procedure	Annex Q	Applicable
Guarantees and warrantees to be maintained	Annex R	N/A

ANNEX A

SCHEDULE OF EQUIPMENT



ANNEX I

Service Level Agreement

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of the Luggage Trolleys and Trolley movers. for routine maintenance and tests shall be arranged with the Airport Management Centre three months in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

Minimum Staffing Schedule

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

Skill	Days per week	Hours
Site Manager/Supervisor	Whenever	Mon-Fri (08:00-17:00) and
Site Manager/Supervisor	deemed	whenever deemed necessary by
	necessary	the Employer
Artisan Mechanical and		Mon-Fri (08:00-17:00) and
	7	whenever deemed necessary by
Assistant Mechanical		the Employer
Technician and Assistant	7	Mon-Fri (08:00-17:00) and
		Whenever deemed necessary by
Technician		the Employer or the Artisan
	Whenever	Whenever deemed necessary
Master Electrician	deemed	•
(Ad hoc)	necessary	

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

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

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

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

2. Availability, mean time before failure and mean time to repair

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

^{*}The Period of review shall be Monthly.

Item	Benchmark*
Trolley Movers and Charging Equipment - MTTR	45min.
Trolley Movers and Charging Equipment - MTBF	48 Hrs.
% of planned maintenance completed per month	100%
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed with 6 working days from date of issuing to contractor –(Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 1 working day from date of issuing to contractor–(Issued by ACSA either by mail or manual collection)

3. Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- Delaying sourcing the required goods,
- Works or services will result in Loss of life or injury,
- Reputational harm,
- Financial losses,
- Legal consequences,
- Interruption of essential or
- Business services and
- Any other relevant consideration

4. Guarantees

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

	accordated with the contractors workmaner pie actorica:		
	Defect free liability period -	The defect free period will be no less than the interval between	
preventative maintenance		preventative maintenance intervals.	
	Defect free liability period -		
	corrective or breakdown	The defect free period will be no less than 90 days.	
	maintenance		
	Defect free liability period -	The defect free period will be no less than 12 months.	
	project work	The defect free period will be no less than 12 months.	

There are no current (the time of this bid) warrantees and guarantees on the infrastructure to be maintained by the contractor.

5. Assessments and Reviews

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

6. Low service damages

Notification of Low service damages

Returnable Documents

The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor**.

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g. any authorised ACSA employees and any internal and external audits).

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

Low service damages tables

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

			ractor's fault shall be applied as beit
Item No.	Achieved Overall System	As Per CMMS(Actual)	Payment presentence
	Availability per Month (
	vehicle -Operational)		
1	99.5%		100% Full fixed cost billed, minus
			any other low service damages
			included in this contract.
2	99.499% - 97.00%		10% reduction of monthly
			maintenance & inspection costs
		<mark>85%</mark>	minus any other low service
			damages included in this contract.
3	96.99% - 95.00%		15% reduction of monthly
			maintenance & inspection costs
			minus any other low service
			damages included in this contract.
4	94.99% - 93.00%		20% reduction of monthly
			maintenance & inspection costs
			minus any other low service
			damages included in this contract.
5	92.99% - 91.00%		25% reduction of monthly
			maintenance & inspection costs
			minus any other low service
			damages included in this contract.

^{*}Any availability less than 91% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

Not meeting system MTTR of 0.517 Hrs (i.e. MTTR >0.517 Hrs).	R1 000/month
Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R1 000/month
Not maintaining the required minimum on-site staff requirements.	R500.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS	R1 000.00/event
Act and its associated regulations (for example: leaving moving machinery	
exposed)	

Returnable Documents

Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work).	R1 000/month
Note work is complete after the PMs have been correctly completed returned	
to the contract manager and the ACSA IMC to be closed out.	
Not turning PO into completed works / completion certificate on agreed times	R1 000.00 / per PO /
lines as stated in Risk register	month
Other occupational health and safety act 85 of 1993 which are criminal	Termination
offences according to the OHS act	
3 Months Consecutive (monthly on contract period) occupational health and	Termination
safety act 85 of 1993 of the same offence/class	

Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- Delaying to source the required goods,
- Works or services will result in Loss of life or injury,
- Reputational harm,
- Financial losses,
- Legal consequences,
- Interruption of essential or
- Business services and
- Any other relevant consideration

Below are the some of the emergencies identified but not limited to the below list

Item Description	Response Time	
In a case where the Trolley Mover is malfunctioning, safety.	15 minutes during normal	R200.00/event
In a case where the Trolley movers is malfunctioning, safety emergency devices activated.	45 minutes after hours	R500.00/event

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

7. Incentives and Continuous improvement

7. 1110011			
Item No. Achieved Availability per Month		Payment presentence	
1	Consistent Overall system availability of 99.5% - 100.00% over six consecutive months.	Only 10% of One Month's maintenance & inspection	
		costs	

Continuous Improvement Program and the Computerized Maintenance Management System

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

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

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

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

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

8. Internal and external factors

A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in **Annex T.** In such an event the contractor will not pay for low services damages which were caused by factors which were proven to be beyond the contractor's control.

MAINTENANCE RECORD SHEETS

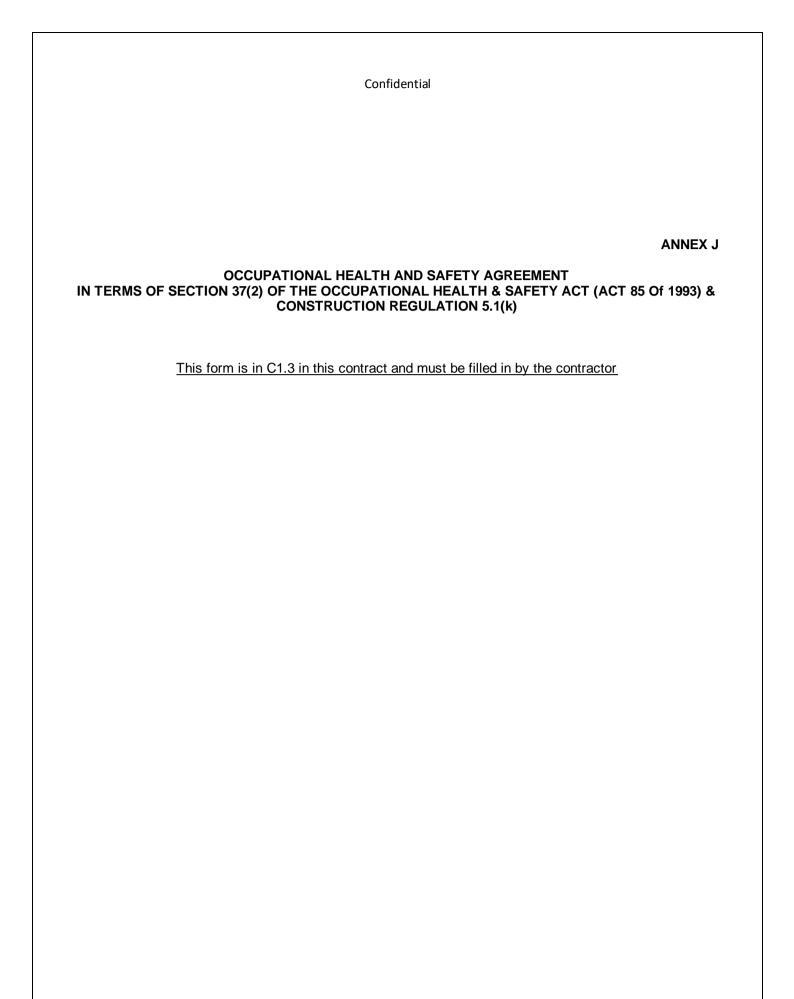
When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

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

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

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

Returnable Documents



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	ANNEX K
	ANNEAN
Minimum Maintenance Programme	
The Tenderer shall include a suggested maintenance programme that must a	attempt to cover all
requirements under this contract. The below list should be used as a minimuthe contractor in ensuring compliance to OEM instructions	ım. The responsibility lies with
3 1 1 2 1 2 1 2	

ANNEX L (Contractor to fill in)

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

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

ISSUE	REQUIREMENT			
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.			
 No solid or liquid material may be permitted to contaminate or poter contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned immediately. Spills must be reported to the Employer immediately. Contrast shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed designated service areas on the Employer property. It is the Contrast responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport. 				
Air Pollution	 Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site. 			
 All reasonable measures shall be taken to minimize noise generated to work operations. The Contractor shall comply with the applicable regulations regard 				
Waste Management	 Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: The name of the contracting waste company 			

Returnable Documents

	Waste disposal site used
	 Monthly reports on quantities – separated into general, hazardous and recycled
	 Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal
	Copy of waste permit for disposal site
	This information must be available during audits and inspections.
	All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.
	 Materials Safety Data Sheets shall be stored with all HCS.
Handling & Storage of Hazardous Chemical	 All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately).
Substances (HCS)	 All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.
	• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor. Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

1	(name & surname) of

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	<u>-</u>	(company) agree to the above
	nowledge the Employer's right to impose low ontractors fail to comply with these conditions	-
Signed:	on this date:	(dd/mm/yyyy)
at:	(airport i	name).

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Maintenance Spares List	ANNEX M
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	ANNEX N
ACSA IMC procedure for call out and work orders	
Available upon Request from the ACSA service manager	

ANNEX O

Internal and external factors

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

	Туре	Comment
	Utilities	-No impact to reliability/Maintainability.
	•Water	-It Impact on availability from operations view
External resources	•Electricity	
External resources	•Gas	
	•IT Support and other interfaces outside the contractor battery limit	
	Outside Operating conditions/parameters	-No impact to reliability/Maintainability.
External causes	•Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators	-Impact on availability from operations view
External causes	•Damage by others(users and Third parties) i.e. Elevator doors	This are some of the occurrences that may not be considered the Normal Operating conditions
	•Incorrect use	
	•Foreign material is system	
	•Lack of information/Drawings	
Other	Lack of access due to no fault of the contractor after they have requested access timeously	
	•Equipment's under Projects	
	Other factors that can be proven that was beyond the contractor's fault	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	-Affect Maintainability

Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime

No impact on service provider.

The Risk is not sitting with a single owner

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		ANNEX P	
,	ACSA Mechanical Standardised Minimum legal requirements and minimum competency	requireme	ents
1	Returnable Documents		
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	ANNEX Q
ACSA Inventory procedure	
Available upon Request from the ACSA service manager	

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