



# **TENDER DOCUMENT**

**FOR**

## **CONTRACTOR APPOINTMENT FOR MAINTENANCE OF BAGGAGE HANDLING SYSTEM MECHANICAL CONVEYORS AT CAPE TOWN INTERNATIONAL AIRPORT FOR 36 MONTHS**

**Tender Reference Number: CTIA6950/2022/RFP**

**August 2022**

**Issued by**  
Airports Company South Africa  
Cape Town International Airport

**Note:**

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

**VOLUME 1**

**NAME OF TENDERER: .....**



## TENDERER'S DETAILS

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



<b>Contents</b>	
<b>The Tender</b>	
<b>Part T1: Tendering procedures</b>	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
<b>Part T2: Returnable documents</b>	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
<b>The Contract</b>	
<b>Part C1: Agreement and Contract Data</b>	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
C1.4	Forms of Securities
C1.5	Insurance Schedule
<b>Part C2: Pricing data</b>	
C2.1	Pricing Assumptions
C2.2	Price List
<b>Part C3: Service Information</b>	
<b>Part C4: Site information</b>	

## T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Maintenance of **BAGGAGE HANDLING SYSTEM MECHANICAL CONVEYORS AT CAPE TOWN INTERNATIONAL AIRPORT for a period of 36 months.**

Only tenderers who are a CIDB contractor grading of **3 ME** or higher, as stated on the Tender Data may submit tender offers.

Preferences are offered to tenderers who are BBBEE level 1, 2 or 3.

### Tender Document Availability

Tender documents are available from **23 August 2022** for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders> Kindly print and complete.

Queries relating to the issue of these documents may be addressed to Potso Makgatho, E-mail address: [potso.makgatho@airports.co.za](mailto:potso.makgatho@airports.co.za)

Closing date for enquiries is **19<sup>th</sup> of September 2022 close of business day.**

### Compulsory Tender Briefing and Site Inspection

**A compulsory briefing session with representatives of the Employer will take place at 10h00 AM on 01<sup>st</sup> of September 2022 at the FARANANI BOARDROOM Cape Town International Airport, Southern Office Building (SOB)**

**Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder.**

### Closing Date

The closing time for receipt of tenders is **29<sup>th</sup> September 2022 at 10h00 AM** (South African Standard Time). Tenders must be placed inside the **Tender Box in Southern Office Building (SOB) at the Cape Town International Airport,**

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

No late tenders will be accepted.

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

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

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



## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See [www.cidb.org.za](http://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
<b>C.1</b>	<b>GENERAL</b>
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p><b>Part T2: Returnable Document</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedule</p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p><b>Part C2: Pricing Schedule</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity Schedule with Price List</p> <p><b>Part C3: Service Information</b></p> <p><b>Part C4: Site information</b></p>
C.1.4	<p>The Employer's Agent is: <b>Potso Makgatho</b></p> <p>Email address: <a href="mailto:potso.makgatho@airports.co.za">potso.makgatho@airports.co.za</a></p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p><b>C1.5 Cancellation and Re-Invitation of Tenders</b></p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ol style="list-style-type: none"> <li>due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</li> <li>funds are no longer available to cover the total envisaged expenditure; or</li> <li>no acceptable tenders are received.</li> <li>there is a material irregularity in the tender process.</li> </ol> <p>C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p><b>Procurement procedures</b></p> <p>C.1.6.1 General</p>



	<p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p><b>C.1.6.2 Competitive negotiation procedure</b></p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
<b>C.2</b>	<b>TENDERER'S OBLIGATIONS</b>
C.2.1	<p><b>Eligibility</b></p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p><b>Cost of tendering</b></p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>



C.2.6	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p>The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>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.</p>
C.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p><b>Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p><b>Submitting a tender offer</b></p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p><b>Information and data to be completed in all respects</b></p>



	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	<p><b>Closing time</b></p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box: Cape Town International Airport Southern Office Block (SOB), Administration Building 7525</b></p> <p><b>Physical address: Cape Town International Airport Southern Office Block, Administration Building 7525</b></p> <p><b>Identification details: Bid Ref. No: CTIA6950/2022/RFP</b></p> <p style="text-align: center;"><b>Title: Maintenance of the Baggage handling system mechanical conveyors at Cape Town International Airport for 36 Months.</b></p> <p><b>Closing Date: 29 September 2022 (10H00AM)</b></p>
C.2.16	<p><b>Tender offer validity</b></p> <p>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.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p><b>Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
<b>C.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>



C.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p><b>Return late tender offers</b></p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>There will be public opening of tenders after the closing date and time at the <b>Cape Town International Airport Southern Office Block, Administration Building</b>. Tender opening register will be made available to all interested bidders upon request.</p>
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p><b>Test for Responsiveness</b></p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered)</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents. (check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.)</li> </ul> <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ul> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p><b>Arithmetical errors, omissions and discrepancies.</b></p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in:       <ul style="list-style-type: none"> <li>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>(ii) the summation of the prices.</li> </ul> </li> </ul>



	<p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p> <p>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.</p>
C.3.10	<p><b>Clarification of a tender offer</b>          Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>



C.3.11	<p><b>Stage 1 Test for Responsiveness (as per clause C.3.8)</b></p> <p><b>Stage 2 Pre-Qualification Criteria</b></p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>Accordingly, only the bidders with a minimum B-BBEE status Level 1, 2 or 3 are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. Please refer to returnable document Form.</p> <p>A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated.</p> <p><b>Stage 3 Mandatory Administration Criteria</b></p> <p>(a) Completed in full and signed Form of offer C1.1.                  (b) Only tenderers who are a CIDB contractor grading of <b>3ME</b> or higher.                  (c) Letter of Good standing with workman’s compensation commissioner COIDA.                  (d) SBD 4 Annexure attached (BIDDER’S DISCLOSURE)                  (e) Confirmation from the bidding entity that each tendered resource has provided Permission for the use of their personal information for the purposes of submitting a response to this tender, in line with the requirements of the POPI Act 4 of 2013.                  (A letter in the company letterhead)</p> <p><b>Stage 4 Functionality Evaluation Criteria</b></p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.</p> <p>1) Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of <b>57 points out of 100</b> must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Description of quality criteria</th> <th rowspan="2">WQ</th> <th>Sub criteria</th> <th rowspan="2">Maximum Score</th> <th rowspan="2">Minimum Threshold</th> </tr> <tr> <th>Quality Score</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Tenderer’s resource proposal</td> <td rowspan="2" style="text-align: center;"><b>60</b></td> <td>Qualifications</td> <td style="text-align: center;">30</td> <td style="text-align: center;">18</td> </tr> <tr> <td>Year of experience in similar works</td> <td style="text-align: center;">30</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Refences</td> <td style="text-align: center;"><b>40</b></td> <td>References</td> <td style="text-align: center;">40</td> <td style="text-align: center;">24</td> </tr> </tbody> </table> <p>Functionality hurdle breakdown (all qualifications must be SAQA accredited)</p>	Description of quality criteria	WQ	Sub criteria	Maximum Score	Minimum Threshold	Quality Score	Tenderer’s resource proposal	<b>60</b>	Qualifications	30	18	Year of experience in similar works	30	15	Refences	<b>40</b>	References	40	24
Description of quality criteria	WQ			Sub criteria			Maximum Score			Minimum Threshold										
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Bidders are to list the relevant experience, in terms of undertaking prior works relevant AND/OR similar to the baggage handling system (including but not limited to mechanical conveyors, electrical and control systems) in the Schedule of the Bidder's Experience and References in Part T2.2 of this document. Bidders need to indicate that projects have been successfully completed.

**Qualifications – Minimum of 15 Points (Proof of qualification should be attached to the resource's CV)** – All foreign and technical qualifications provided must be SAQA-approved/accredited

*(Note: Number in the brackets below are points allocated)*

**Staff Complement: 60**

The bidder is to indicate the staff roster and organogram for human resources to be committed to the execution of this contract. The score below is intended to award the minimum points for satisfying the labour requirement as set out in Annex I: Service Level Agreement.

**Site Manager / Supervisor x 1 Resource:**

Role	Qualification <i>(Number in the brackets are points allocated)</i>	Score
Site Manager/Supervisor	1. Millwright or fitting or Electrician trade test Certificate (3 points)  <b>And</b>	
	2. Any SETA or SAQA accredited OHS Training certificate (5 point)  <b>OR</b>	
	3. Diploma or higher qualification in Electrical or Mechanical and Electrician or Millwright or fitting trade test (5 points)  <b>And</b>	
	4. Any SETA or SAQA accredited OHS Training certificate (5 point)	
	Neither of the above	0
<b>Maximum score</b>		<b>10</b>
<b>Minimum score</b>		<b>8</b>

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

**Artisan Mechanical x 3 (People) resources:**

Role	Qualification	Score
Artisan Mechanical (x 3)	1. Millwright or Fitting trade test Certificate (5 points)  <b>OR</b>	
	2. Diploma in Mechanical engineering and Fitting <b>or</b> Millwright trade test (10 points)	
	Neither of the above	
<b>Maximum score</b>		<b>10</b>
<b>Minimum score</b>		<b>5</b>



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

**Assistant Mechanical x 3 (People) resources:**

Role	Qualification	Score
Assistant Mechanical (x 3)	1. N2 Mechanical or Electrical or Grade 11 (5 points) <b>OR</b> 2. N3 or Grade 12 or higher qualification in Mechanical/Electrical engineering (10 points)	
	Neither of the above	0
<b>Maximum score</b>		<b>10</b>
<b>Minimum score</b>		<b>5</b>

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

**Years of Experience – Minimum of 11 points** (Proof of similar or relevant experience should be included in the resources' CV)

**Site Manager x 1:**

Role	Experience	Score
Site Manager/Supervisor	1. Min 3 years in maintenance of conveyors and or carousels including supervisory and OHS experience post qualification. (5 points)  <b>OR</b> 2. Above 3 years of experience in maintenance of conveyors and or carousels including supervisory and OHS experience post qualification (10 points)  (CV must include details of relevant experience and supervisory of technical team as well as being responsible for industrial health and safety on-site experience.  Note: Supervisory and OHS experience could have been served within the same 3 years. Points will only be score when all details are included.	
	No relevant experience	0
<b>Maximum score</b>		<b>10</b>
<b>Minimum score</b>		<b>5</b>

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

**Artisan Mechanical x 3 (People) resources:**

Role	Experience	Score
Artisan Mechanical x 3	1. Min of 3 years in maintenance of Baggage Handling System conveyors and carousels or similar conveyors in a bulk material handling company experience post qualification. (5 points)  <b>OR</b> 2. Above 3 years of experience in maintenance of Baggage Handling System conveyors and carousels or similar conveyors in a bulk material handling company post qualification (10 points)	



	(Points will only be score when all details are included)	
	No relevant experience	0
	<b>Maximum score</b>	<b>10</b>
	<b>Minimum score</b>	<b>5</b>
<b>NB: All minimum threshold per resource must be met to be evaluated further</b>		
<b>Assistant Mechanical x 3 (People) resources:</b>		
<b>Role</b>	<b>Qualification</b>	<b>Score</b>
Assistant Mechanical x 3	1. One (1) year experience in maintenance of mechanical or electrical systems post qualification (5 points)	
	<b>OR</b>	
	2. Above one (1) Year experience in maintenance of mechanical or electrical systems post qualification (10 points)	
	No relevant experience	0
	<b>Maximum score</b>	<b>10</b>
	<b>Minimum score</b>	<b>5</b>
<b>NB: All minimum threshold per resource must be met to be evaluated further</b>		
<p><b>References – 40</b> (Proof of previous work of at least two (2) contactable (contact number and email address) reference of the tendering entity where similar or relevant works were previously done or are currently ongoing performed, submitted on the client’s letterhead, describing the type of work and refence number or purchase order)</p>		
	3 or more References	40
	2 References	24
	No Refences	0
	<b>Maximum score</b>	<b>40</b>
	<b>Minimum score</b>	<b>24</b>
<b>NB: All minimum threshold per resource must be met to be evaluated further</b>		
<p>Certificates of Completion and or signed Client Reference Letters with proof of Contract Values or Proof of Contract Values of Previous Projects Completed must be attached on <b>Returnable document number A5, A6, A7 and A8</b>).</p>		
<p><b>Stage 5 Determine acceptability of preferred tenderer:</b></p> <p>Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> <li>• Unduly high or unduly low tendered rates or amounts in the tender offer.</li> <li>• Contract data provided by the tendered; or</li> <li>• The contents of the tender returnable which are to be included in the contract.</li> </ul>		
<p><b>Stage 6 Price and BBBEE (80/20)</b></p> <p>(a) Tenderers will be evaluated and adjudicated by the Employer using “The 90/10 preference point system” which awards points on the basis of:</p> <ul style="list-style-type: none"> <li>• The Tendered price (as per form of offer) – 80%</li> </ul>		



	<ul style="list-style-type: none"> <li>• BBEE – 20%</li> </ul> <p>(b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.</p> $Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where  <i>Ps = Points scored for comparative price of tender or offer under consideration;</i>  <i>Pt = Comparative price of tender or offer under consideration;</i>  <i>and</i>  <i>Pmin = Comparative price of lowest acceptable tender or offer.</i></p> <p>(c) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1" data-bbox="304 1039 1163 1456"> <thead> <tr> <th>B-BBEE status level of contributor</th> <th>Number of points</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table> <p>Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.</p>	B-BBEE status level of contributor	Number of points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0	
B-BBEE status level of contributor	Number of points																					
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C.3.12	<p><b>Insurance provided by the employer</b>  <b>Refer to Contract Data</b></p>																					
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</p> <p>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,</p>																					



	<p>financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract;</p> <p>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;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
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## 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**

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 (Chosen option)**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

data, in order to take the addenda into account.

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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

### **C.2.10 Pricing the tender offer**

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

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

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

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

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

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

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

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

### **C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

#### **C.2.15 Closing time**

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

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

#### **C.2.16 Tender offer validity**

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

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

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

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

#### **C.2.17 Clarification of tender offer after submission**

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

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

#### **C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing



on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

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

### **C.2.19 Inspections, tests and analysis**

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

### **C.2.20 Submit securities, bonds and policies**

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

### **C.2.21 Check final draft**

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

### **C.2.22 Return of other tender documents**

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

### **C.2.23 Certificates**

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

## **C.3 The employer's undertakings**

### **C.3.1 Respond to requests from the tenderer**

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

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

- a) an individual firm, or a joint venture as a whole, or any individual



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

### **C.3.2 Issue Addenda**

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

### **C.3.3 Return late tender offers**

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

### **C.3.4 Opening of tender submissions**

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

### **C.3.5 Two-envelope system**

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

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



claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

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

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



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

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

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

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

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.



Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial



- officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
  - f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **C.3.14 Prepare contract documents**

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

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

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

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

### **C.3.17 Provide copies of the contracts**

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

### **C.3.18 Provide written reasons for actions taken**

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



**AIRPORTS COMPANY SOUTH AFRICA**

**CAPE TOWN INTERNATIONAL AIRPORT**

**TENDER REF. No: CTIA6950/2022/RFP**

**MAINTENANCE OF MAINTENANCE OF BAGGAGE HANDLING SYSTEM  
 MECHANICAL CONVEYORS AT CTIA FOR 36 MONTHS.**

## Part T2: Returnable Documents

### T2.1: List of Returnable Document

The tenderer must complete the following returnable documents:	<u>Completed (tick)</u>
<b>1 Returnable Schedules required for tender evaluation purposes only</b>	
A1: Certificate of Attendance at 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: Client reference letters on clients' letterhead of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	
A9: Schedule of Current Commitments	
A10: SBD 4: Declaration of Interest	
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)	
A13: SBD 8: Declaration of Bidder's past supply chain management practices	
A14: SBD 9: Certificate of independent bid determination	
<b>2 Other documents required only for tender evaluation purposes</b>	



<b>The tenderer must complete the following returnable documents:</b>	<b><u>Completed</u> <u>(tick)</u></b>
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	
B3: An original or certified copies valid Tax Clearance Certificate or 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.	
<b>3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract</b>	
C1.1 Form of Offer and Acceptance	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C4: Subcontractor's Supporting Documents (Not Applicable)	
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.	
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by Tenderer	
C12 Proposed Amendments and Qualifications	
Letter of spare support by OEM as condition of appointment	



**MAINTENANCE OF BAGGAGE HANDLING SYSTEM MECHANICAL CONVEYORS AT CTIA FOR 36 MONTHS**

**TENDER REF. No: CTIA6920/2022/RFP**

**T2.2 Returnable Schedules**

**FORM A1. Certificate of Attendance of the Briefing Session**

This is to certify that

I, .....

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail .....

telephone number .....

fax number.....

visited the compulsory brief session held on date.....

Signed		Date	
Name		Position	
Tenderer			



Signed by ACSA  
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:

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



**Form A3: Certificate of Authority for Signatory**

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (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 and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

"By resolution of the board of directors taken on ..... 20.....

Mr/Ms .....

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number ----- and any contract which may arise there from on behalf of

(block capitals) .....

Signed on behalf of Company: .....

In his/her capacity as: .....

Date:..... Signatory of Authority: .....

Witnesses:

.....  
Signature

.....  
Signature

.....  
Name (print)

.....  
Name (print)

**Attach:**

- Latest Audited Annual Financial Report
- Bank reference Letter

Signed		Date	
Name		Position	



Tenderer	
----------	--



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

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .  
 . . . . . , authorised signatory of the company . . . . .  
 . . . . . , acting in the capacity of lead partner,  
 to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

**Please attach JV agreement stipulation % share of each JV**

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

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			



**FORM A5. Schedule of the Tenderer’s Recent Experience**

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:

Employer, contact person and telephone number	Principal Agent (Name, Tel No, Contact Person)	Description of works/ Project Name	Value of work inclusive of VAT (Rand)	Date started	Date completed	COMPLETION CERTIFICATE OR CLIENT REFERENCE LETTER	
						YES	NO

**Note: 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.



Signed		Date	
Name		Position	
Tenderer			



## 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 two (2) 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 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 two (2) 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			



**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 two (2) 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			



**SBD 4**

**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 interest<sup>1</sup> 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

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




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

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
(name)..... in  
submitting the accompanying bid, do hereby make the following statements that  
I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;



- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

---

<sup>2</sup> 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.



.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**SBD 6.1****A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	100

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





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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

#### 5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table



reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....



8.3 Company registration  
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions  
as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown  
in paragraphs 1.4 and 6.1, the contractor may be required to furnish  
documentary proof to the satisfaction of the purchaser that the claims are  
correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a



fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## SBD 6.2

### **A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

#### **1. General Conditions**

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

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

Where

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

3. Does any portion of the goods or services 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](http://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)**

**IN RESPECT OF BID NO.** .....

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](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.

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

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R



Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_


**A13 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **A14 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

- (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 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:** An original or certified Tax Clearance Certificate issued by the South African Revenue Services. In the event of a Joint Venture, each member shall comply with this requirement.
- 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 : *XX months (excluding special non-working days)*

**BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)**

<input type="checkbox"/>	A	UNDOUBTED FOR INQUIRY
<input type="checkbox"/>	B	GOOD FOR AMOUNT QUOTED
<input type="checkbox"/>	C	GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
<input type="checkbox"/>	D	FAIR TRADE RISK
<input type="checkbox"/>	E	FIGURE CONSIDER TOO HIGH
<input type="checkbox"/>	F	FINANCIAL POSITION UNKNOWN
<input type="checkbox"/>	G	OCCASIONALLY DISHONOURED
<input type="checkbox"/>	H	FREQUENTLY DISHONOURED



## Form C1: Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: CIDB registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

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

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

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

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



Signed		Date	
Name		Position	
<i>Enterprise name</i>			



**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.

Attach additional pages if more space is required.



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.....

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.....

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.....

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:
    - i. 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 event 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			



## **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.

Bidders are required to demonstrate the following:

- **Composition of team structure** including roles & responsibilities and time allocation (i.e. full time vs part time)

- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum key team member as stated below need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member). The key team needs to be represented by a Project Director (who does not necessarily need to be full time on the site):

- 1. Site Manager/Supervisor**
- 2. Artisan Mechanical(s) x 3**
- 3. Assistants Mechanical (s) x 3**

The evaluation of quality will be based on the **CV's submitted and organogram of proposed team. Bidders are to complete returnable CV templates and attach full detailed CV thereto**



<b>Site Manager/Supervisor</b>
--------------------------------

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	

**Key experience in relevant works:** It is to be noted that 'relevant projects' refers to Airport Baggage handling system conveyors and carousel facilities.

**Project 1 Name:**

**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Project 2 Name:**

**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Project 3 Name:**

**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Note:** When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C3.11

**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.



<b>Artisan Mechanical (s) x 3</b>
-----------------------------------

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	

**Key experience in relevant projects:** It is to be noted that 'relevant projects' refers to Airport Baggage handling system conveyors and carousel facilities.

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

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

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

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

**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.



**Assistant Mechanical (s) x 3**

<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	

**Key experience in relevant projects:** It is to be noted that 'relevant projects' refers to Airport Baggage handling system conveyors and carousel facilities.

**Project 1 Name:**

**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Project 2 Name:**

**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

**Project 3 Name:**

**Start:**  
**Completion:**  
**Client:**  
**Outline of Responsibilities and Duties:**

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

**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.



**FORM C8: Certified Certificates of Qualifications of Key Personnel.**

Please attach certified copies of Qualifications of Key Personnel as listed under Form C7 above to this page.

Signed		Date	
Name		Position	
Tenderer			


**Form C10. Occupational Health and Safety Questionnaire**

<b>1.</b>	<b>SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT</b>	<b>YES</b>	<b>NO</b>
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> <li>• Periodical work area inspection</li> <li>• Regular Health and Safety meetings with personnel</li> </ul>		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
<b>2.</b>	<b>SHE TRAINING</b>	<b>YES</b>	<b>NO</b>
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> <li>• When joining the company</li> <li>• When changing jobs within the company</li> <li>• When new plant or equipment needs to be operated</li> </ul>		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	<ul style="list-style-type: none"> <li>• First line supervisors</li> </ul>		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		



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



<b>5.</b>	<b>RULES AND REGULATIONS</b>	<b>YES</b>	<b>NO</b>				
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors? Do these cover <ul style="list-style-type: none"> <li>• General rules</li> <li>• Project rules</li> <li>• Specific task rules</li> </ul>						
5.2	Do these rules include permit to work system (as applicable)						
5.3	Do you have experience of project SHE plans? Please give examples of where these have been used						
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?						
<b>6</b>	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>				
6.1	Have the following, involved in the execution of your work, been identified? <ul style="list-style-type: none"> <li>• Hazards affecting health and safety?</li> <li>• The groups of people who might be affected?</li> <li>• An evaluation of the risk from each significant hazard?</li> <li>• Whether the risks arising are adequately controlled?</li> </ul>						
6.2	Are these findings and assessments recorded?						
6.3	How often are they reviewed? Please list the time frame e.g. years						
6.4	For what processes/risk is personal protective equipment issued? <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Process/Risk</td> <td style="width: 50%;">Type of PPE</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>	Process/Risk	Type of PPE				
Process/Risk	Type of PPE						
	Do you have a copy of the issue lists for PPE available on request?						
<b>7</b>	<b>EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>				
7.1	How do you manage your arrangements for dealing with emergencies? Are these communicated to your sub-contractors?						
7.2	What provision have you made for first aid? E.g. Trained First Aiders						
7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training						





	If Yes please provide examples		
--	--------------------------------	--	--

The following documentation should also be provided with the tender:

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

**Declaration**

I/we .....declare that the above information provided is correct.

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			



**Form C11: Schedule of Information to be provided by Tenderer**

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

Signed		Date	
Name		Position	
Tenderer			



**Form C12: Proposed Amendments and Qualifications**

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			



**Form C13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Riverwoods Office Park  
24 Johnson Road  
Bedfordview  
Johannesburg

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

**("\_\_\_\_\_")**

of

[Service Providers Address]

**1. INTERPRETATION**

In this agreement -

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

1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of 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 agreement;
- 1.6 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.



2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

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



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

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

5. **COPIES**

- 5.1 **The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in**



breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as “Confidential”.

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

**5.2.1 where copies of the confidential Information are held;**

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

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

## **6. THE USE OF THE COMPANY’S INTELLECTUAL PROPERTY**

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

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to [brandcustodian@airports.co.za](mailto:brandcustodian@airports.co.za). Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company’s policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.



6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

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

7.2 This agreement shall remain in force for a period of 2 years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

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

**11. DOMICILIUM**

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



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

## 12. **GENERAL**

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



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

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**  
the signatory warranting that he is duly authorised thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**  
the signatory warranting that s/he is duly authorised thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: THE MAINTENANCE OF BAGGAGE HANDLING SYSTEM MECHANICAL  
CONVEYORS AT CTIA FOR A PERIOD OF THIRTY-SIX MONTHS**

**CTIA6950/2022/RFP**

**NEC 3: ENGINEERING AND CONSTRUCTION TERM SERVICE (TSC3)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at CAPE TOWN INTERNATIONAL AIRPORT**

(Registration Number: 1993/004149/30)

and .....

(Registration Number: .....)

for **THE MAINTENANCE OF BAGGAGE HANDLING SYSTEM  
MECHANICAL CONVEYORS AT CTIA FOR A PERIOD OF THIRTY-  
SIX MONTHS**

<b>Contents:</b>	<b>No of pages</b>
Part C1 Agreements & Contract Data	19
Part C2 Pricing Data	8
Part C3 Works Information	90
Part C4 Site Information	1

**VOLUME 2**



**NAME OF TENDERER:** .....



## C1.1 Forms of Offer and Acceptance

**Offer**

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

**MAINTENANCE OF BAGGAGE HANDLING SYSTEM MECHANICAL CONVEYORS FOR 36 MONTHS AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA5950/2022/RFP)**

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

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

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

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

**for the Contractor**

Signature ..... Date .....

Name ..... Capacity .....

(Name and address of organisation) .....

Name and signature of witness ..... signature .....

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



**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

**for the Employer**

Signature ..... Date .....

Name ..... Capacity .....

**Airports Company South Africa,  
Cape Town International Airport  
Southern Office Block, Administration Building  
7525**

Name of witness ..... signature .....





## C1.2 Contract Data

### **Precedence in interpretation of the contract:**

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

### **General Conditions of Contract**

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

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

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


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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	<b>A: Priced contract with price list</b> <b>W1: Dispute resolution procedure</b> <b>X1: Price Adjustment for inflation</b>
	and secondary Options:	<b>X2: Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of Liability (as amended in Option Z)</b> <b>X19: Task Order</b> <b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	<b>Airports Company South Africa SOC Limited (ACSA),</b> <b>Registration No 1993/004149/30,</b> <b>VAT no 4930138393,</b> <b>a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Cape Town International Airport</b> <b>Southern Office Block, Administration Building</b> <b>7525</b>
	Tel No.	<b>021 937 2000</b>
10.1	The <i>Service Manager</i> is:	<b>TBA</b>
	Address	
	Tel No.	
	e-mail	
11.2(2)	The <i>Affected Property</i> is	<b>Cape Town International Airport</b>



11.2(13)	The <i>service</i> is	<b>THE MAINTENANCE OF BAGGAGE HANDLING SYSTEM MECHANICAL CONVEYORS AT CTIA, as more fully set out in section C3 <i>Service Information</i>.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>1Risk of financial loss and/or injury of 3<sup>rd</sup> parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users</b>  <b>2Risk of injury to contract personnel and airport personnel due to working and lifting/moving of heavy objects.</b>  <b>3Work in confined spaces</b>  <b>4Work with flammable and toxic gases</b>  <b>5 Refer to Annexure E for more risks</b>
11.2(15)	The <i>Service Information</i> is in	<b>Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>3 working days</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>8 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>Upon signing of the contract by ACSA</b>
30.2	The <i>Service Period</i> is	<b>Thirty-six (36) months after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first</b>
<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the <i>conditions of contract</i></b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>between the 1<sup>st</sup> and 15<sup>th</sup> day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b>



51.4	The <i>interest rate</i> is	(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and  (ii) the LIBOR rate applicable at the time for amounts due in other currencies
<b>6</b>	<b>Compensation events</b>	No data is required for this section of the <i>conditions of contract</i> .
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	No data is required for this section of the <i>conditions of contract</i> .
<b>8</b>	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(i) Insurance against loss of or damage to the <i>services</i> , Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with the contract;  Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> (“the Insurance Schedule”).
83.1	The <i>Contractor</i> provides these additional insurances	<b>Professional Indemnity Insurance</b>  Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the <i>contract</i> .
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer’s</i> property is	Refer to section C1.5 Insurance Schedule



83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)</b>
<b>9</b>	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>

**11 Data for Option W1**

W1.1 The *Adjudicator* is **The person appointed jointly by the parties from the list of adjudicators contained below**

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>



	Adv. Sias Rynke SC	Gauteng	083 653 2281 <a href="mailto:reynke@duma.nokwe.co.za">reynke@duma.nokwe.co.za</a>
	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a>) or its successor body</b>	
W1.4(2)	The <i>tribunal</i> is:	<b>arbitration</b>	
W1.4(5)	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body</b>	
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>	
	The person or organization who will choose an arbitrator	<b>the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body</b>	
<b>12</b>	<b>Data for secondary Option</b>		
<b>X1</b>	<b>Price Adjustment for inflation</b>	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i>. Price adjustment for inflation shall only take place on contract anniversary</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this secondary Option</b>	
<b>X17</b>	<b>Low service damages</b>	<b>As per the Service Information (C3) – Annex I section 6</b>	
X17.1	The <i>service level table</i> is in	<b>The Service Information, Annex I</b>	
<b>X18</b>	<b>Limitation of liability</b>		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue</b>	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The total of the Prices</b>	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>The total of the Prices</b>	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under	<b>The Contractor's total direct liability to the Employer for all matters arising under or in</b>	



or in connection with this contract, other than the excluded matters, is limited to

**connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.**

**The excluded matters are amounts payable by the Contractor as stated in this contract for:**

- **Loss of or damage to the Employer's property,**
  - **Defects liability,**
  - **Insurance liability to the extent of the Contractor's risks**
  - **death of or injury to a person;**
- infringement of an intellectual property right**

X18.5	The <i>end of liability date</i> is	<b>52 weeks after the end of the service period.</b>
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**X19 Task Order**

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X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 days of receiving the Task Order</b>
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X 20.1	The incentive schedule for Key Performance Indicators is in -	<b>As per the Service Information (C3) – Annex I section 7</b>
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X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	<b>6 months</b>
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## Z(A): The Additional conditions of contract are: Z1-Z19

Amendments to the Core Clauses	
<b>Z1</b>	<b>Interpretation of the law</b>
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z2</b>	<b>Providing the Service: Delete core clause 20.1 and replace with the following:</b>
<b>Z2.1</b>	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.
<b>Z3.</b>	<b>Other responsibilities: add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z4.</b>	<b>Termination</b>
<b>Z4.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
<b>Z5.</b>	<b>Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:</b>
<b>Z5.1</b>	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: <ul style="list-style-type: none"> <li>• The additional conditions of contract under these Z clauses</li> <li>• The conditions of contract and</li> <li>• The other documents.</li> </ul>
<b>Z5.2</b>	The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the <i>Price List</i> or any delay to the end of the <i>service period</i> .
<b>Z6.</b>	<b>Payment: Add the following at the end of core clause 51:</b>
<b>51.5</b>	The <i>Employer</i> does not pay interest to the <i>Contractor</i> on a late payment resulting from the <i>Contractor's</i> failure to provide the <i>Employer</i> with a correctly rendered VAT invoice within the period stated in clause 51.1 above.



- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
  - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

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### Amendment to the Secondary Option Clauses

**Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**

**Z7.1** A change in law is defined as:

**Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

**Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z8. Performance Bond: The following amendments are made to clause X13:**

**Z8.1. Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in **Section C1.4** of this Contract Data.

**Z8.2. Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor extends* the validity of the performance bond until the end of the *service period*. If the *Contractor fails* to so extend the validity of the performance bond, the *Employer may claim* the full amount of the performance bond and retain the proceeds as cash security

**Z9. Limitation of liability: Insert the following new clause as Option X18.6:**

**Z8.1** The *Employer's liability* to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

**Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

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### Additional Z Clauses

**Z10. Cession, delegation and assignment**

**Z10.1.** The *Contractor shall not cede, delegate or assign* any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.



- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;



- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. Employer's Step-in rights**
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.
- Z15. Liens and Encumbrances**
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. Intellectual Property**
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality



undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z15.5.1** the *Contractor’s service*;
- Z15.5.2** the use of the *Contractor’s Equipment*, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer, Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the *Contractor* agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.



**Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

**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 <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Resource Proposal (Annex F)</b>
<b>1</b>	<b>SITE MANAGER or SUPERVISOR</b>	
	Name:	
	Qualifications relevant to this contract	
	Experience	
<b>2</b>	<b>Artisan Mechanical (s) x 3</b>	
	Name:	



Qualifications relevant to this contract

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Experience

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**3 Assistant Mechanical (s) x 3**

Name:

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Qualifications relevant to this contract

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Experience

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11.2 The following matters will be included in the Risk Register

1.

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:**

<b>Name of Organization:</b> <b>AIRPORTS COMPANY SOUTH AFRICA</b> <b>CAPE TOWN INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b> <b>Cape Town International Airport</b> <b>Southern Office Block, Administration Building</b> <b>7525</b>

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b>
<b>Physical Address:</b>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

**MANDATORY’S MAIN SCOPE OF WORK**

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**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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



<b>THE UNDERTAKING</b>
------------------------

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.

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

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



5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in 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**

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.



**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**



## C1.4 Forms of Securities

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



## 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:
  - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
  - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

#### **Part 2:**

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

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

- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
  - (i) The Employer shall pay any premium due in connection with the insurance 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 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:

<b>Identified and defined terms</b>	11 11.2	(12) The Price List is the <i>price list</i> 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 <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> 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*

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

## Preparing the *price list*

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

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

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

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

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

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

## Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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



## C2.2 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. The bidder should include the price for all Ps and Gs in their maintenance and inspections rates

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

**Table A: Activity Schedule Part 1 : Baggage handling system and Check in mechanical conveyors and carousels**

Item no.	Activity Description	Frequency	Quantity (per 36 months)	Amount (per single item)	Total (per 36 months)
<b>Preliminary and General</b>					
1	Airport permits and parking fees – provisional sum	Yearly	3	R1 800.00	R
<b>Total Preliminary &amp; General</b>					R
<b>Maintenance &amp; Inspections</b>					
2	Daily/weekly Inspections & Maintenance	Monthly	36		
3	Quarterly Inspections & Maintenance	Quarterly	12		
4	Semi-Annual Inspections & Maintenance	Six Monthly	6		
5	Annual Inspections & Maintenance	Yearly	3		
<b>*Other</b>					
6	Other1 specify:				
7	Other 2 specify:				
8	Other 3 specify:				
<b>Total Maintenance &amp; Inspections</b>					
9	Incentives: <i>see section on incentives (Consistent availability of 99.5% - 100.00% over twelve consecutively months and saving cost through innovate ideas. Contractor to be payed only 10% of cost saved in the year as a result of their innovative ideas and consistently meeting target of 99.5%-100%).</i>	Annually	3		
Total	<b>Sub-total A (Total Preliminary &amp; General + Total Maintenance &amp; Inspections + Incentives)</b>				R

*\*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.***

**\*\*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**

### Labour rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

### Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns)



Any work not included under part 1 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**.

i) **LABOUR RATES: (to be filled in)**

Item	Description	Normal hours(R/hour)	After hours (R/hou	
			Saturday	Sunday/public holiday
1	Site Manager			
2	Artisan Mechanical			
3	Assistant mechanical / Semi-skilled labour			
4	Other specify:			
5	Other specify:			

**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 of Baggage handling system mechanical conveyors and carousels. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Baggage handling system mechanical conveyors and carousels.

*Note the following minimum below as per standardised Mechanical resources per infrastructure:*



Site Supervisor	<ul style="list-style-type: none"> <li>• Min SAQA Accredited Trade test (Millwright/Fitting/Electrician)</li> <li>• Any OHS training certificate</li> </ul>	<ul style="list-style-type: none"> <li>• Min 3 yrs experience in maintenance of conveyors and or carousels</li> <li>• Min 5 yrs experience in the management of a maintenance team comprising at least 10 people</li> <li>• Min 2 yrs experience in OHS</li> </ul>
Technician (s)	<ul style="list-style-type: none"> <li>• Min SAQA accredited Trade Test Certificate (Millwright)</li> <li>• Min SAQA Accredited Trade test (Fitting)</li> </ul>	<ul style="list-style-type: none"> <li>• Min 3 yrs experience in maintenance of airport Baggage Handling System carousels and conveyors or similar conveyors in a bulk material handling company</li> </ul>
Assistants	N2 Mechanical/Electrical	<ul style="list-style-type: none"> <li>• Min 1 yr experience in maintenance of mechanical or electrical systems</li> </ul>

**ii) CALL OUT FEE + DIAGNOSTIC 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 hours technician/artisan/assistants or any applicable resource are on site.
- d) Call outs are not chargeable during working hours' technician/ assistants are on site and these will be determined by the service manager during risk register meetings.
- e) The contractor will be compensated according to the contractor's repair rate provided in the below table B and it is subject to discussion with the service manager due to proven factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T) .
- f) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.


**Table B: Call outs + Labour**

Description	Quantity	Call out fee- (Contractor to fill in)	Total/ 36 months - (Contractor to fill in)
<b>Call Out</b>			
*Call out Fee which includes first hour on site and travelling fee (after hours, weekends and holidays)			
Technician	35	R	R
Assistant/semi-skilled labor	35	R	R
<b>Labor Sub-Total B</b>			
<b>Total call out fee</b>			R

**Diagnostic with repairs table:**

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

Item #	Call description	Estimated time to repair/reset (hrs.) as logged in the ACSA system	Budgeted Quantity	Contractor time to repair: (Contractor to fill in)	Rate per hour (after hours): (Contractor to fill in)	Total: qty X contractor time to repair X rate (Contractor to fill in)
1	Damage belt (Splicing)	2	6			
2	Broken belt (Replacement)	2	10			
3	In feeder belt Broken check-in security	2	10			
4	Conveyor belt not moving	1	15			
5	Conveyor belt stopping and starting intermittently	1	10			
6	In feeder belt switch faulty	0.5	10			
7	Belt at sortation area lost tracking	1	10			
8	Damaged/loose cables	0.5	10			
9	Faulty siren beacon at check in island	0.5	10			
10	Operation panel at check-in area faulty	1	6			
11	Passenger panel at check-in area faulty	1	6			
12	Faulty motor	1	15			
13	Damaged carousel flap	2	9			
14	Damaged guide Bearings	2	10			
15	Damaged pulley	2	16			
16	Roller shutter door faulty	1	15			
17	Power Related faults	2	10			



19	Inverter fault	2	15			
20	Sorter Tray faults	2	25			
21	Substation 9 cooling system faulty	2	6			
23	Faulty/damaged Motor Bearings	2	18			
25	Conveyors supporting Structure damage	2	8			
27	Carousel Wheels worn out	2	15			
28	Sorter wheels worn out	2	15			
88	Other: Unforeseen breakdown		1			
89	Other: Unforeseen breakdown		1			
90	Other: Unforeseen breakdown		1			
<b>**Total Diagnostic and repairs</b>						<b>R</b>
<b>Sub-total B (*Call out fee + **Diagnostic and repair)</b>						<b>R</b>

### iii) SPARES and MARK -UP

\*Spares will be managed by the contractor 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 by the contractor,
- Keeping up-to-date inventory cards by the contractor,
- Management of spares movement by the contractor,
- 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 by the contractor as per space given to them.
- The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.
- Management of inventory by the contractor as per ACSA inventory procedure

Spares:

Description	Total (excluding VAT)
<b>Subtotal C- provisional sum for spares</b>	<b><u>R 500 000-00</u></b>

### Mark-up (third party procured items/services)

#### Bidder to complete

Value of Item or Services	**Mark-up (Contractor to fill in)
R0 - R2,000	%
R2,001 - R5,000	%
R5,001 - R10,000	%
R10,001 - R50,000	%

<sup>b</sup>Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.



*\*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.*

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.

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on 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.

### **Baggage handling system mechanical conveyors and carousels** **thirty-six (36) months maintenance expenditure:**

Description	Total (excluding VAT)
Sub-total A (Total Preliminary & General + Total Maintenance & Inspections + Incentives)	R
Sub-total B (*Call out fee + **Diagnostic and repairs)	R
Sub-total C (Spares provisional sum)	R 500 0000
<b>*Total E- Total maintenance cost for 36 months</b>	<b>R</b>

**Note:**

**\*TOTAL- E (i.e. Total maintenance cost for duration of the contract) must be carried to the form of offer and acceptance**

**The values in this table/contract are not guaranteed, payment will be done as per approved work/activity done and assessments in this contract.**



# C3 Service Information

## DESCRIPTION OF THE WORKS

### Employer’s objectives

The objective is to maintain the serviceability of Baggage handling system mechanical conveyors and carousels 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 the Baggage handling system mechanical conveyors and carousels at Cape Town International Airport as minimum described in the Overview of the works below. The Contractor will be appointed directly by the Airports 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. Note there are interfaces with the Baggage handling system software which are maintained by the ACSA\_IT contractor and other stakeholders including SITA.

### Scope of work

Cape Town International Airport Baggage handling system mechanical conveyors amongst other comprises of:

**\*this excludes all the Baggage handling system and Check-in counters controls see annexure**

Baggage Hall & Check in Counters
Conveyor Belts Line 1 -8 - including OOG <ul style="list-style-type: none"> <li>• Power supply and Isolators</li> <li>• PLC Substation 1 – 10 electrical components i.e. Motor Contactors &amp; 3 Phase Relays, Circuit Breakers, Transformer</li> <li>• Pulleys</li> <li>• Bearings</li> <li>• Induction Motors and gearbox</li> <li>• Belts</li> <li>• Guides and Structural Support Conveyor</li> <li>• Path finder conveyor</li> <li>• ATR Air blowers and Filters</li> <li>• OOG Roller Shutter Doors &amp; Junction boxes</li> <li>• Structural staircases, walkway and cat ladders</li> <li>• UDL Staging area structure</li> </ul>
Induction lines & MCS <ul style="list-style-type: none"> <li>• Pulleys</li> <li>• Bearings</li> <li>• Induction Motors and gearbox</li> <li>• Belts</li> <li>• Guides and Structural Support Conveyor</li> </ul>

**SORTER**

- Power Supply and Isolators
- Main Control Panel for LIM's, Contactors and Circuit breakers
- Fasteners and Dzues
- Cover flaps
- Guide and Ride Wheels, Bushes
- Bus Bar and Power rails
- Bus Bar Collectors and Brushes
- Linear Induction motors (LIM) Motors
- LIM cooling Fan and FINs
- Tray Cassette assembly
- Electrical Motor Tipper Tray and Power Cables
- Tray Pivot/tipping Arms
- Sorter Steel Track covers
- Sorter Track and Carriage wheel running surface

**BHS- Domestic and International Carousel**

- Power supply and electrical components i.e. Motor Contactors & 3 Phase Relays, Circuit Breakers,
- Guides rails and Carousel Structure
- Drive Transmission Motors
- Chain links
- Hydraulic packs
- Roller shutter Gates and Draft Curtains
- Ball Tables
- In feeder Belts
- Rollers and Pulleys
- Slates ,Brushes and Wheels
- Tilted and Flat Carriers
- Cushion bumpers

**CHUTES**

- Power supply and electrical components i.e. Motor Contactors & 3 Phase Relays, Circuit Breakers,
- Electrical Geared Motors
- Chutes Structure
- Bumper Cushions
- Support hangers and Plastic Curtains
- Roller beds


**CHECK IN COUNTERS & SECURITY CHECK POINTS**

- Power supply and electrical components i.e. Motor Contactors & 3 Phase Relays, Circuit Breakers,
- Drive Transmission Motors
- Rollers and Pulleys
- Bearings
- Roller shutter Gates and Draft Curtains
- Roller Shutter Junction boxes
- Belts – Weight Scale , Dispatch and Collector
- Security Check Point Trays – Domestic and International

Equipment Life Span

- ❖ The life span of the Baggage handling conveyors is 10 years and carousels is 24 years (refer to **Annex C** for the list and life span)
- ❖ The list of equipment commissioning dates has been provided on **Annex B**.

OEM Requirements

The O.E.M recommended the below preventive maintenance for the Baggage handling conveyors and carousels:

Column Heading	Meaning
Asset Group	Baggage Handling Systems asset groups as defined above.
Activity	A short description of the maintenance activity to be performed.
Frequency	The code used to reflect the intervals between which maintenance activities will be performed. The convention used is: D = Daily, W = Weekly, M = Monthly, Y = Yearly

Asset Group	Activity	Frequency
Table - Ball Container	Daily Inspection	D
	Monthly Maintenance	M
Chute - Baggage	Daily Inspection	D
	Monthly Maintenance	M
Conveyor - Belt	Daily Inspection	D
	Weekly Maintenance	W
	Three Monthly Maintenance	3M
	Yearly Maintenance	Y
Conveyor - Carousel	Daily Inspection	D



Asset Group	Activity	Frequency
	Weekly Maintenance	W
	Three Monthly Maintenance	3M
	Yearly Maintenance	Y
Conveyor - Deflector / Plough	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Conveyor - Roller	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Conveyor - Sorter	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Elevator - Baggage	Daily Inspection	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three Monthly Maintenance	3M
Scanner - Label	Daily Inspection	D
	Monthly Maintenance	M
Scale	Daily Inspection	D
	Six Monthly Inspection	6M
	Yearly Verification/calibration	Y

#### Condition of the plant

The maintenance history of the equipment has been logged with ACSA Integrated maintenance centre.

- ❖ The list breakdowns and faults experienced and the estimated time for repair on the Baggage handling conveyors and carousels are listed on **Annexure H**.
- ❖ The preventative maintenance previously performed on the Baggage handling conveyors and carousels are listed on **Annex F**, for the actual work orders with tasks, ACSA Integrated maintenance centre can be contacted to issue actual or, the below link can also be used to access these records:

[https://airports-my.sharepoint.com/:f:/r/personal/busisiwe\\_mthimunye\\_airports\\_co\\_za/Documents/Lebogang/OLD?csf=1&web=1&e=Voaky6](https://airports-my.sharepoint.com/:f:/r/personal/busisiwe_mthimunye_airports_co_za/Documents/Lebogang/OLD?csf=1&web=1&e=Voaky6)



- ❖ A sample of root cause analysis on the Baggage handling conveyors and carousels has been attached on **Annex G**. Also, the root cause analysis must be performed, and the Root cause analysis form completed by the contractor and handed over to ACSA service manager after each breakdown.

#### Site Information

- ❖ The Baggage handling conveyors and carousels are located at on the 2<sup>nd</sup> floor of Central Terminal Building and airside (baggage hall) at Cape Town International Airport (refer to Annexure A for a full list of equipment).
- ❖ The airport layout and site information has been provided on **Annex D**.

#### Minimum work requirements and Legislations:

Maintenance of the Baggage handling conveyors and carousels shall as minimum conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

- ❖ Electrical installation Regulation of 2009
- ❖ Electrical Machinery Regulations 2011
- ❖ General Safety Regulations
- ❖ General Machinery Regulation and Driven Machinery Regulations 1988
- ❖ SANS10142, SANS1173, SANS968, SANS971, SANS1669, SANS1257 & SANS1313.
- ❖ ACSA maintenance procedure for Baggage handling system- D080 008M as provided in **Annex N**.
- ❖ The preventative maintenance previously performed on the Baggage handling conveyors and carousels are listed on **Annex F**, for the actual work orders, ACSA Integrated maintenance centre can be contacted OR the below link can also be used to access these records:  
[https://airports-my.sharepoint.com/:f:/r/personal/busisiwe\\_mthimunye\\_airports\\_co\\_za/Documents/Lebogang/OLD?csf=1&web=1&e=Voaky6](https://airports-my.sharepoint.com/:f:/r/personal/busisiwe_mthimunye_airports_co_za/Documents/Lebogang/OLD?csf=1&web=1&e=Voaky6)

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 requirements as specified by law. Also, will be auditable from time to time.
- ❖ Personal Protective Equipment should be issued before the commencement of work.

### **Risk**

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

### **Current Guarantees and warranties to be maintained:**

- ❖ Annex W - N/A

### **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 Baggage handling conveyors and carousels 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 on-site. 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 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 warranties to the Employer always when procuring spare parts, products or 3<sup>rd</sup> 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.





### **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 Baggage handling systems
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Training of check-in of Baggage handling systems staff



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

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

### **Quality plans and control**

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

### **Environment**

The Contractor will keep noise and dust 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)
2. maintenance 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/contractual 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
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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 requirements and procedures**

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty/low service damages 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/low service damage. The penalty/low service damage 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)**

<b>Title</b>	<b>Annex number</b>	<b>Applicable or N/A</b>
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Applicable
Equipment life span	Annex C	Applicable
Site information	Annex D	Applicable
Risk assessment	Annex E	Applicable
Previous completed PMs	Annex F	Applicable
Root cause analysis	Annex G	Applicable
Estimated times for breakdowns/faults	Annex H	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 Baggage handling systems Spares List	Annex M	Applicable
ACSA maintenance procedure for Baggage handling systems - D080 008M	Annex N	Applicable
Baggage handling systems – standard operating procedure	Annex O	Applicable
Maintenance of Baggage handling systems – Electrical lockout procedure	Annex P	Applicable
Cape Town International Airport – operating instruction for PLBs	Annex Q	Applicable
Baggage handling systems - Fire Emergency procedure	Annex R	Applicable
IMCC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex U	Applicable
ACSA Inventory management procedure	Annex V	Applicable
Guarantees and warranties to be maintained	Annex W	N/A
Contract exclusion	Annex W	Applicable



## ANNEX A

SCHEDULE OF EQUIPMENT

Item	Item Description			Location
Baggage handling systems	<b>Manufacturer</b>	<b>Quantity</b>	<b>Make Model</b>	
Check-in counters mechanical conveyors	Van de lander	250	Straight & Curve conveyor belts	Central Terminal Building
Baggage sortation mechanical conveyors	Daifuku logan and Chiorino	217	Straight & Curve conveyor belts	Airside Baggage hall
Departure carousels	Daifuku logan and Chiorino	2	Carousel flaps	Airside Baggage hall
Domestic Arrival Carousels	Van de lander	6	Carousel flaps	Airside domestic arrivals
International Arrival Carousels	Van de lander	4	Carousel flaps	Airside International arrivals



**ANNEX B**

**Equipment Commissioning Dates**

	Check-in counters mechanical conveyors	Baggage sortation mechanical conveyors	Departure carousels	Domestic Arrival Carousels	International Arrival Carousels
<b>2010</b>	17-Mar				
<b>2010</b>					
<b>2010</b>		22-May			
<b>2010</b>			03-Jul		


**ANNEX C**
**Equipment Life Span**

<b>Item</b>	<b>Location</b>	<b>Life Span</b>
Baggage handling systems		
Check-in counters mechanical conveyors	Central Terminal Building	10
Baggage sortation mechanical conveyors	Airside Baggage hall	10
Departure carousels	Airside Baggage hall	24
Domestic Arrival Carousels	Airside domestic arrivals	24
International Arrival Carousels	Airside International arrivals	24

**ANNEX D**

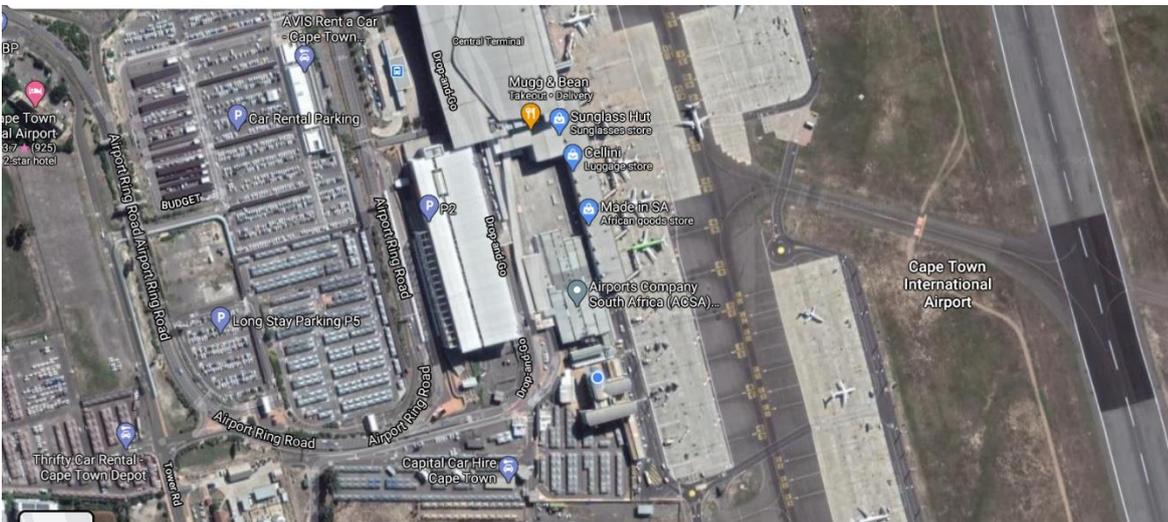
**Site Information**

**Description**

The services are situated on the airside of Cape Town International Airport the services taking place on the aprons within the boundary limits of the Cape Town International Airport.

**General Site Conditions**

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 75%
Wind	Varies daily
Height above Sea Level	46 m
Slope (Existing/Modified)	N/A
Seismic	N/A




**ANNEX E**
**Risk assessment**
**OHS Risks**

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Fire hazard, fatalities	Combustion due hydraulic oil heating up	SWP	Remove all flammable material (papers, plastic etc.) around the oil tank area
2	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Injuries, fatalities.	Oil spillage	Procedure	ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC.
3	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Occupational injury	Flying Objects	Procedure	Eye protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file,
4	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	Procedure	Hot work permit be issued prior commencement of work. Fire equipment to be serviceable.
5	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area
6	Operations: M&E	Mechanical	Maintenance of PLBs and ADS	Hearing loss	Noise generated from the aircraft and dollies	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
7	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Aircraft damage, fatalities	persons and vehicle in the airside	Training	On the job training is performed after Airside Induction Training is received.
8	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Aircraft damage, fatalities	Moving Machinery	Training, Procedure	Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.



9	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
10	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	FOD injected by aircraft, property damage, injuries	Vehicle and tools on at Aprons	Procedure	Area Demarcation during work where applicable and All tools & demarcation to be removed after work
11	Operations: M&E	Mechanical	Maintenance of BHS & Check-in counters	Property damage, vehicle damage, injuries	Driving of vehicles at airside	SWP	AVOP training should be done by drivers with valid driver's license. Vehicles should be deemed serviceable or roadworthy by safety department.

### Administrative Risks

Risk Number	Risk Description and Mitigations
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
6	Not meeting set MTTR target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract



10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be payed on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation. low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract
14	Any change in the law that is reinforced as per clause X2(Changes in the law)

**ANNEX F**

**Previously completed P. Ms**

The list of preventative maintenance previously performed with activities on the baggage handling mechanical conveyors and carousels actual work orders is available on request, ACSA Integrated maintenance centre can be contacted to issue or, the below link can also be used to access these records:  
[https://airports-my.sharepoint.com/:f:/r/personal/busisiwe\\_mthimunye\\_airports\\_co\\_za/Documents/Lebogang/OLD?csf=1&web=1&e=Voaky6](https://airports-my.sharepoint.com/:f:/r/personal/busisiwe_mthimunye_airports_co_za/Documents/Lebogang/OLD?csf=1&web=1&e=Voaky6)



ANNEX G

Root cause analysis

**Root cause analysis must be done for each failure and the form is per below must be handed over after closing any works.**

5 WHY

Date:

Notification  
Number

Equipment/Machine  
Name

Equipment Number/ACSA barcode

1. Description of the problem / incident: (describe the end state or effect)

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

2. What has caused this problem?

What did you See; Hear;  
Smell; Feel??

1	   
---	--------------

WHY?

Evidence

2	   
---	--------------



WHY?

Evidence

3	

WHY?

Evidence

4	

WHY?

Evidence

5	

WHY?

Evidence

3. What was done to fix the problem or to get the process to continue.


Root Cause


4. Proposed preventative measures





Damage Code	
Dirty	
Erratic Operation	
Faulty Indication	
Flow	
Jammed	
Leaks	
Loose	
Noisy	
Out of Control Limits	
Out of Position	
Physically Damaged	
Pressure	
Temperature	
Trips	
Utility/ Service Failure	
Vibrates	
Will Not Reset	
Will Not Run	
Other	

Corrective Activity
Adjusted
Aligned
Calibrated
Cleaned
Investigated
Lubricated
Temporary Mod
Removed
Repaired
Replaced
Reset
Tightened
Setup

Name: 



Sign: 





## ANNEX H

Estimated times for breakdowns/faults

Item #	Call description	Estimated time to repair (hrs.) from the ACSA system as per Annexure H for information only
1	Damage belt (Splicing)	2
2	Brocken belt (Replacement)	2
3	In feeder belt Brocken check-in security	2
4	Conveyor belt not moving	1
5	Conveyor belt stopping and starting intermittently	1
6	In feeder belt switch faulty	0.5
7	Belt at sortation area lost tracking	1
8	Damaged/loose cables	0.5
9	Faulty siren beacon at check in island	0.5
10	Operation panel at check-in area faulty	1
11	Passenger panel at check-in area faulty	1
12	Faulty motor	1
13	Damaged carousel flap	2
14	Damaged guide Bearings	2
15	Damaged pulley	2
16	Roller shutter door faulty	1
17	Power Related faults	2
19	Inverter fault	2
20	Sorter Tray faults	2
21	Substation 9 cooling system faulty	2
23	Faulty/damaged Motor Bearings	2
25	Conveyors supporting Structure damage	2
27	Carousel Wheels worn out	2
28	Sorter wheels worn out	2
88	Other: Unforeseen breakdown	
89	Other: Unforeseen breakdown	
90	Other: Unforeseen breakdown	


**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 baggage handling mechanical conveyors and carousels for routine maintenance 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:

<b>Skill</b>	<b>Days per week</b>	<b>Hours</b>
Site Manager/Supervisor	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Artisan Mechanical (s) and Assistant Mechanical (s)	7	Airport operation hours every day

\* the service manager will/can adjust the maintenance hours requirements based on the airport operations requirements

\*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, mean time to repair and callout response times**

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

The Period of review shall be Monthly.

ACSA has authority to give the contractor the call-out, the authority will be from both IMC and Service Manager.



### Service Level table

The following service levels are the minimum acceptable service levels for this contract.

Item	Benchmark*
Baggage handling Overall System - Availability	Availability must be a minimum of 99.5% per month.
Baggage handling Overall System - MTTR	0.517 Hrs.
Baggage handling Overall System - MTBF	48 Hrs.
% of planned maintenance completed per month	100%
Response time for call outs (after working hours, weekend and holidays)	45- 60 minutes on land side and on the airside (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)
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)

*\*The PMs' and work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manage.*

*\*\* Availability, MTTR and MTBF as defined in the IMC procedure.*

### 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

Below are some of the emergencies identified but not limited to the below list and also the emergency response times:

Item Description	Response Time
In case there is a mechanical or electrical malfunction of the system (check in or BHS) malfunctions.	5 minutes during normal working hours (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)



In case there is a mechanical or electrical malfunction of the system (check in or BHS) malfunctions.	45-60 minutes after hours, weekend and holiday (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)
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**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.

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

There are no current (the time of this bid) warranties 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

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:

Item No.	Achieved Overall System Availability per Month	Low service damages amount
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1	99.9%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 94.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

**\*Any availability less than 99.4% for six consecutive months (which is the entirety the contractor's fault) will lead to contract termination.**

Item Description	Low service damages amount
Not meeting system MTTR of 0.517 Hrs (i.e. MTTR >0.517 Hrs).	R10 000/month
Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R10 000/month
Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Noncompliance to the Response time for call outs (after working hours, weekend, and holidays) as stipulated in the Service Level and this contract.	R2 000.00/event
Noncompliance of emergency response times as stipulated in the Service Level and this contract.	R2 000.00/event
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work).  <i>Note: The PMs' and Work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manage.</i>	R4 000/month
Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register	R4 000.00 / per PO / month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

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

## 7. Incentives and Continuous improvement

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 example, 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)
3. 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.**



**ANNEX J**

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

This form is in C1.3 in this contract and must be filled in by the contractor


**ANNEX K**
**Minimum Maintenance Programme**

The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract. The below list should be used as a minimum. The responsibility lies with the contractor in ensuring compliance to OEM instructions

<b>Item number</b>	<b>Description</b>	<b>Frequency</b>
1	Inspect the following for any wear or damages or misalignment and Repair if required. - Sorter trays, bearings, belts, drive motors, rollers and guards including structural items (Contractor inspection sheet)	Daily (By contractor)
2	<p><b>(Bearing)</b></p> <ul style="list-style-type: none"> <li>- Check bearing grub screws are secure and located in the correct position.</li> <li>- Listen for any rumble or squeaking of the bearing. Check for leaking seals. If any items are showing any signs of wear, examine and replace as necessary.</li> </ul> <p><b>Belts</b></p> <ul style="list-style-type: none"> <li>- Check for signs of wear or deterioration of belt.</li> <li>- Clean the belt free from any build up of foreign matter as necessary.</li> <li>- Check that belts have not 'tracked' or 'moved' to one side of the conveyor. Adjust the belt tracking if required</li> </ul> <p><b>Drive Motors/ Gearboxes</b></p> <ul style="list-style-type: none"> <li>- Keep clean and free from oil spillage to trace slow or continuous leaks from oil seals</li> </ul> <p><b>Guards</b></p> <ul style="list-style-type: none"> <li>- Check for damage, removal or signs of them being insecure. Repair or replace as required.</li> </ul> <p><b>Rollers</b></p> <ul style="list-style-type: none"> <li>- Study the roller operation: detect any mechanical difficulties such as looseness, bearing stiffness, and rumbling, leaking bearing seals, evidence of shaft stress, fatigue or damage.</li> <li>- Record findings and arrange for overhaul if any abnormal conditions are observed</li> </ul> <p><b>Sorter</b></p> <ul style="list-style-type: none"> <li>- Check the sorter for deformed plates, top restraining plates.</li> <li>- Check abnormal noises plus excessive carriage vibration points.</li> </ul>	Weekly (By contractor)



	<ul style="list-style-type: none"> <li>- Check for trapped items, straps or foreign bodies that could cause potential snag points, also check if all wooden trays DZUS 9mm panex studs are tight and locked.</li> </ul> <p><b>Chutes</b></p> <ul style="list-style-type: none"> <li>- Check form stoppers if all are properly glued, sliding roller screens and clean PEC sensor plus reflectors.</li> </ul> <p><b>Carousels</b></p> <ul style="list-style-type: none"> <li>- Listen for any abnormal noises that could be due to poor deterioration of the ball bearings.</li> <li>- Check carousel slats to ensure that no accidental damage</li> <li>- Check Emergency stops are functioning properly and clear</li> <li>- Switch on oil lubrication pump for an hour and lubricate</li> </ul>	
<p>3</p>	<p><b>(Bearing)</b></p> <ul style="list-style-type: none"> <li>- Check bearing grub screws are secure and located in the correct position.</li> <li>- Listen for any rumble or squeaking of the bearing. Check for leaking seals. If any items are showing wear, examine and replace as necessary.</li> <li>- Check bearings for heating or noise (condition monitoring)</li> </ul> <p><b>Belts</b></p> <ul style="list-style-type: none"> <li>- Check for signs of wear or deterioration of belt.</li> <li>- Clean the belt free from any build up of foreign matter as necessary.</li> <li>- Check that belts have not 'tracked' or 'moved' to one side of the conveyor. Adjust the belt tracking</li> <li>- If the conveyor belt has to be removed or replaced, take the opportunity to inspect those areas that are inaccessible.</li> <li>- Ensure audible and visual warning (beacon) for each sub station will sound for pre-set time prior to section starting.</li> <li>- Test the trip wires, and the belt interlocks and these must be done once a month and records of the</li> </ul> <p><b>Drive Motors/ Gearboxes</b></p> <ul style="list-style-type: none"> <li>- Keep clean and free from oil spillage to trace slow or continuous leaks from oil seals</li> <li>- Check for intermittent and excessive noises. Service or replace as necessary.</li> <li>- Clean and remove any debris from the unit and the breather plug</li> <li>- Check motors or gearboxes for vibration or noise or heating (condition monitoring)</li> </ul> <p><b>Drive Transmission</b></p> <ul style="list-style-type: none"> <li>- Check chains for slackness and wear, lubricate as required,</li> <li>- Check transmission drive belts (Vee Belts, HTD Belts, Etc.) for slackness and wear, tension as required</li> </ul> <p><b>Guards</b></p> <ul style="list-style-type: none"> <li>- Check for damage, removal or signs of them being insecure. Repair or replace as required.</li> </ul>	<p>Monthly (By contractor)</p>



	<p><b>Rollers</b></p> <ul style="list-style-type: none"> <li>- Study the roller operation: detect any mechanical difficulties such as looseness, bearing stiffness, leaking bearing seals, evidence of shaft stress, fatigue or damage.</li> <li>- Record findings and arrange for overhaul if any abnormal conditions are observed</li> </ul> <p><b>Structural Items</b></p> <ul style="list-style-type: none"> <li>- Examine for loose fastenings, open welds, dents any other signs of misuse, wear or damage on the Conveyors, Carousel, Ball tables, ULD Storage, Platforms, walkways and Stairways and Repair or renew as necessary.</li> </ul> <p><b>Sorter</b></p> <ul style="list-style-type: none"> <li>- Clean all field device lens and reflectors, ensures correct alignment and security.</li> <li>- Check all track support fixings are in place and secure. Ensure all guards are in place and secure.</li> <li>- Run machine in the maintenance mode and listen to observe sorter carriage behaviour for wobbling, bouncing, squeaking etc, that could identify any wheels/castors that may require replacing.</li> <li>- Check power rail pick up brushes for wear after one month running to establish inspection and replacement</li> <li>- Check that all LIMS mountings are secured, ensure the air gap between LIMS and reaction plates is 4-6mm.</li> </ul> <p><b>Chutes</b></p> <ul style="list-style-type: none"> <li>- Check bag foam stoppers if properly glued and secured, check sliding rollers plus buckets. Clean PEC sensors/ reflectors. Check chutes screens power suppliers.</li> </ul> <p><b>Carousel</b></p> <ul style="list-style-type: none"> <li>- Check the slats to ensure no accidental damage has occurred.</li> <li>- Listen for any abnormal that could be due to a progressive deterioration, ensure assemblies are clean or external element can damage carousel assy.</li> </ul>	
3	<p><b>(Bearing)</b></p> <ul style="list-style-type: none"> <li>- Check bearing grub screws are secure and located in the correct position.</li> <li>- Listen for any rumble or squeaking of the bearing. Check for leaking seals. If any items are showing any signs of wear, examine and replace as necessary.</li> <li>- Check bearings for heating or noise (condition monitoring)</li> <li>- Lubricate bearings.</li> </ul>	Three monthly (By contractor)



	<ul style="list-style-type: none"> <li>- Check tightness of bearing mounting bolts and locating rings</li> <li>- Check belt joints fastenings and alignments of the conveyor</li> </ul> <p><b>Belts</b></p> <ul style="list-style-type: none"> <li>- Check for signs of wear or deterioration of belt.</li> <li>- Clean the belt free from any build up of foreign matter as necessary.</li> <li>- Check that belts have not ‘tracked’ or ‘moved’ to one side of the conveyor the belt tracking if required</li> <li>- If the conveyor belt has to be removed or replaced, take the opportunity those areas that are normally inaccessible.</li> <li>- Check the belt tension; ensure there is adequate travel remaining on the screws, maximum use 2/3rds of the length of the screw. Adjust the belt required</li> </ul> <p><b>Drive Motors/ Gearboxes</b></p> <ul style="list-style-type: none"> <li>- Keep clean and free from oil spillage to trace slow or continuous leaks from oil seals</li> <li>- Check for intermittent and excessive noises. Service or replace as necessary.</li> <li>- Clean and remove any debris from the unit and the breather plug</li> <li>- Check motors or gearboxes for vibration or noise or heating (condition monitoring)</li> </ul> <p><b>Drive Transmission</b></p> <ul style="list-style-type: none"> <li>- Check chains for slackness and wear, lubricate as required,</li> <li>- Check transmission drive belts (Vee Belts, HTD Belts, Etc.) for slackness and tension as required</li> </ul> <ul style="list-style-type: none"> <li>- Inspect guards and check for damage, removal or signs of guards being insecure. Repair or replace as required.</li> </ul> <p><b>Rollers</b></p> <ul style="list-style-type: none"> <li>- Study the roller operation: detect any mechanical difficulties such as looseness, bearing stiffness, and rumbling, leaking bearing seals, evidence of shaft stress, fatigue or damage.</li> <li>- Record findings and arrange for overhaul if any abnormal conditions are observed</li> <li>- Inspect the drive pulley lagging. Examine for wear of the nipples on the lagging, particularly the trapezoidal (taper) sections of the pulley. Check for softening of the lagging material also for lifting of the lagging. Renew the lagging if there is substantial wear or signs of the lagging softening or lifting.</li> </ul>	
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	<p><b>Structural Items</b></p> <ul style="list-style-type: none"> <li>- Examine for loose fastenings, open welds, dents any other signs of misuse, wear or damage on the following Conveyors, Carousel, Ball tables, ULD Storage, Platforms, walkways and Stairways Repair or renew as necessary</li> </ul> <p><b>Sorter</b></p> <ul style="list-style-type: none"> <li>- Clean all field device lens and reflectors, ensures correct alignment and security.</li> <li>- Check all track support fixings are in place and secure. Ensure all guards are in place and secure.</li> <li>- Run machine in the maintenance mode and listen to observe sorter carriage behaviour for wobbling, bouncing, squeaking etc, that could identify any wheels/castors that may require replacing.</li> <li>- Check power rail pick up brushes for wear after one month running to establish inspection and replacement</li> <li>- Check that all LIMS mountings are secured, ensure the air gap between LIMS and reaction plates is 4-6mm.</li> <li>- Remove accumulated dust, check all power cables for signs of damage to insulation.</li> </ul> <p><b>Chutes</b></p> <ul style="list-style-type: none"> <li>- Check bag foam stoppers if properly glued and secured, check sliding rollers plus roller holding brackets. Clean PEC sensors/ reflectors. Check chutes screens power suppliers.</li> </ul> <p><b>Carousels</b></p> <ul style="list-style-type: none"> <li>- Check the slats to ensure no accidental damage has occurred.</li> <li>- Listen for any abnormal that could be due to a progressive deterioration, ensure assemblies are clean or external element can</li> <li>● damage carousel assy.</li> </ul>	
5	<p><b>(Bearing)</b></p> <ul style="list-style-type: none"> <li>- Check bearing grub screws are secure and located in the correct position.</li> <li>- Listen for any rumble or squeaking of the bearing. Check for leaking seals. If any items are showing</li> <li>- Lubricate bearings.</li> </ul> <p><b>Belts</b></p> <ul style="list-style-type: none"> <li>- Check for signs of wear or deterioration of belt.</li> <li>- Clean the belt free from any build up of foreign matter as necessary Also if required clean with a mi of the conveyor.</li> <li>- Check that belts have not 'tracked' or 'moved' to one side of the conveyor. Adjust the belt tracking</li> <li>- If the belt is damaged to a degree (it cannot move) that it has to be removed or replaced, take the op</li> </ul>	Year (By contractor)



	<ul style="list-style-type: none"> <li>- Check the belt tension; ensure there is adequate travel remaining on the tension screws, maximum</li> </ul> <p><b>Drive Motors/ Gearboxes</b></p> <ul style="list-style-type: none"> <li>- Keep clean and free from oil spillage to trace slow or continuous leaks from oil seals</li> <li>- Check for intermittent and excessive noises. Service or replace as necessary.</li> <li>- Clean and remove any debris from the unit and the breather plug</li> <li>- Check motors or gearboxes for vibration or noise or heating (condition monitoring)</li> <li>-</li> </ul> <p><b>Drive Transmission</b></p> <ul style="list-style-type: none"> <li>- Check chains for slackness and wear, lubricate as required,</li> <li>- Check transmission drive belts (Vee Belts, HTD Belts, Etc.) for slackness and wear, tension as require</li> </ul> <p><b>Guards</b></p> <ul style="list-style-type: none"> <li>- Check for damage, removal or signs of them being insecure. Repair or replace as required.</li> </ul> <p><b>Rollers</b></p> <ul style="list-style-type: none"> <li>- Study the roller operation: detect any mechanical difficulties such as looseness, bearing stiffness, and rumbling, leaking bearing seals, evidence of shaft stress, fatigue or damage.</li> <li>- Record findings and arrange for overhaul if any abnormal conditions are Observed.</li> <li>- Inspect the drive pulley lagging. Examine for wear of the nipples on the lagging, particularly the trapezoidal (taper) sections of the pulley. Check for softening of the lagging materia</li> <li>- Clean the pulley/roller face free from any build up of foreign matter.</li> </ul> <p><b>Structural Items</b></p> <ul style="list-style-type: none"> <li>- Examine for loose fastenings, open welds, dents any other signs of misuse, wear or damage on the following Conveyors, Carousel, Ball tables, ULD Storage, Platforms, walkways and Stairways Repair or renew as necessary.</li> </ul> <p><b>Sorter</b></p> <ul style="list-style-type: none"> <li>- Check trays for excessive vibration, deformed track top restraining plates. Repair/replace as required.</li> <li>- Check for trapped items or other foreign bodies that could cause potential snag points.</li> <li>- Check power rail pick up brushes after 6 months of running to establish replacement schedule. The wear rate should reduce after considerably after the first set of brushes has bedded in the pick up rails. The actual wear rate is system layout and speed dependant as general guide <b><i>the expected life is between 11 000 to 12 000km at 1.4 m/s.</i></b> wear rate can be established to give the number of hours running between checks and subsequent replacement.</li> </ul>	
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	<ul style="list-style-type: none"> <li>- Check expansion joint mountings at every at every brush inspection to ensure that the joints are not being held in tension, which can result in accelerated brush wear.</li> <li>- Check that all LIMS mountings are secured and reset where necessary air gap between LIMS and the reaction plates. Ensure that the cooling fan and the heat sink are clear from dust and debris.</li> <li>- Clean all field device lances and reflectors, ensure correct alignment. Ensure that all track support fixings are in place and secure. Check that all guards are in place.</li> <li>- Run the in maintenance mode listen and observe the sorter carriages behaviour ; for woobling, bouncing, squaeking that can identify any wheels/castors that may require replacement</li> </ul> <p><b>Carousels</b></p> <ul style="list-style-type: none"> <li>- Check fixings of the slats, the support fixation on to the chain, wear of sliding friction pieces and their tightness. Check the wear of driving pieces and their tightness.</li> <li>- Check the state of the surface of bearing wheels the chain links, bearing wheels should roll smoothly inside the track. Chain should roll without any jerks. Replace damaged chain links.</li> <li>- Inspect the following components; pair of driving sprockets, pusher dogs, bearing, tension slides and all these parts must be maintained in a clean and well lubricated state by lubrication with a light film of Syntochaine or equivalent oil.</li> <li>- Check for any failure the following components proximity detector, lubricant reservoir, 2 projecting pumps, control box wiring.</li> <li>- Check motor gearbox oil level, breather plug if not blocked, check temperature if not overheating and when functioning</li> <li>- Check that connection terminals are properly tightened.</li> </ul>	
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**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
<b>Environmental Policy</b>	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>• The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>• Contractors must keep on file:               <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> </ol> </li> </ul>



	<ol style="list-style-type: none"> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> <p>This information must be available during audits and inspections.</p>
<p><b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b></p>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<p><b>Water and Energy Consumption</b></p>	<p>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.</p>
<p><b>Training &amp; Awareness</b></p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

**Low Service Damages**

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

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

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_



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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: \_\_\_\_\_ (airport name).


**ANNEX M**
Maintenance of Baggage handling system mechanical conveyors and carousels Spares List

<b>Part code</b>	<b>Part description</b>
A447001	Bearing Rod End Assembly.rose coupler
	Nuts nylock M5
N20-4520x1000	4520x1000 Endless flat belt
922266	Bearing 2 Hole Flanged (40 Bore)
SFT40	Bearing 2 Hole Flanged (40 Bore)
4OPRRP	Bearing Cap
Guide Bearing 1 917348	Bearing Guide assembly for carousels
G185142	Bearing lower holder for bends
922304	Bearing Pillow Block 40 Dia Eccentric L/C.
922923	Bearing Rose Female-M16X2 Mm LH Thread
922922	Bearing Rose Female-M16X2 Mm RH Thread
922467	Bearing Sealed Spherical Roller
922466	Bearing Self Alligning Double Row
922465	Bearing Self Alligning Double Row
922274	Bearing Self Lube Cast Iron SF40EC
TS1500/100	Grooved ball bearings for curved conveyors
YAR 205-2F	Flange Bearing 25mm
YAR 207-2F	Flange Bearing 35mm
100299	Bearing SNP 40 DEC
G185141	Bearing Upper holder for bends
922262	Bearing-Housed-Flanged-50 B- 4 Hole-Rhp
FYC 205TF	Inside radius Bearings 25mm
FYC207TF	Inside radius Bearings 35MM
922255	Bearings-Flange 25Mm X 2 Hole
924073	BELT "V"( REF: SPA 900 )
924923	Belt 1TSS Fastener
FB2150	Belt Finger 2,150 Meter
FB2730	Belt Finger 2,730 Meter
FB2440	Belt Finger 2.440 Meter



FB3010	Belt Finger 3,010 Meter
FB3300	Belt Finger 3,300 Meter
FB3590	Belt Finger 3,590 Meter
FB3870	Belt Finger 3870 Meter
100219	Belt H.T.D.Plus Toothed
BELT/A/LF/1000/50,000/O	Belt Low Friction 1000w x 30,000mm(2,500mm)
BELT/A/LF/1,200/10,000/O	Belt Low Friction 1200w x 05,000mm
BELT/A/RT/1,000/50,000/O	Belt Rough Top 1000w x 25,000mm
BELT/H/RT/0,120/25,000/O	Belt Rough Top 120 x 25,000 - V
BELT/A/RT/1,200/60,000/O	Belt Rough Top 1200w x 56,000mm(4,000mm)
BELT/A/ST/1000/3670	Belt smooth
BELT/A/ST/1000/3108/E	Belt Smooth Top
BELT/A/ST/1000/2508 E	Belt Smooth Top
BELT/A/ST/1000/3108/E Zipper	Belt Smooth Top Zipper
BELT/A/LF/1000/5000 E	Belt Low Friction
BELT/A/LF/1000/4580 E	Belt Low Friction
BELT/A/LF/1000/4510 E	Belt Low Friction
BELT/A/LF/1000/4370 E	Belt Low Friction
BELT/A/LF/1000/4820 E	Belt Low Friction
924765	Belt Rough top 3492 LG x 350 Wide
BELT/A/ST/1,000/50,000/O	Belt Smooth Top 1000w x 43,600Mm(8,00mm)
BELT/A/ST/1,200/10,000/O	Belt Smooth Top 1200 x 10,000
BELT/A/LF/1000/04370/E	Flat Belt assy
BELT/L4510/1000	Low Friction Merge belt
924636	Belt-Flat Toothed 85 T, 1190 Lg.Htd
211-07-B01	45 degree flat KT96A ( Flat curve)
211-07-B02	60 degree flat KT96A ( Flat curve)
211-07-B03	90 Degree Flat KT96A ( Flat curve)
	90 degree spiral curve belt KT96V6 Hight diff. =1065mm
212-07-SB01	90 degree spiral curve belt KT96V6 Hight diff. =420mm
212-07-SB02	45 degree spiral curve belt KT96V6 (OOG) =225 Diff
M8x40LG	Bolts allen M8x40LG
FKE 12.9 BOLTS	Bolts Ellen Cap
9365206	Brush Carbon Earth(Ref:Skn Ea 0254892)



9365205	Brush Carbon Phase(Ref:Skn Ph 0254890)
9365229	Brush Potted break unit (break relay)
999641	BRUSH STRIP
936030	Bus Bar Collector - Front
936032	Bus Bar Collector - Rear
928146	Bush-T/L-1610X25Mm
928152	Bush-T/L-1610X40Mm
928177	Bush-T/L-2012 X 40Mm
H748001	Carriage Cassette Flexible Mount.
A689001	Carriage Cowl (end cover assembly)
A435002	Carriage Link Assembly 1200 Pitch
	Carrousel chain links
5m.SH Chain ISO.08B1	Chain
	Master chain link
06B--1X10FT	Chain
	Chain
FR100027	Chain links moving platform carousel
140M-D8N-C16	Circuit Breaker - 16.0A
C60HC320	Circuit Breaker 3 pole 20A
C60HB110	Circuit Breaker 1 pole 10A B Type
C60HB101	Circuit Breaker 1 pole 1A B type
C60HC120	Circuit Breaker 1 pole 20A C type
C60HC140	Circuit Breaker 1 pole 40A C type
C60HC104	Circuit Breaker 1 pole 4A C type
C60HB106	Circuit Breaker 1 pole 6A B type
C60HC106	Circuit Breaker 1 pole 6A C type
C60HC110	Circuit Breaker 1pole 10A C type
C60HC204	Circuit Breaker 2 pole 4A C type
C60HD325	Circuit Breaker 3 pole 25A D type
C60HD332	Circuit Breaker 3 pole 32A D type
C60HD340	Circuit Breaker 3 pole 40A D type
C60HC304	Circuit Breaker 3 pole 4A C type
C60HD350	Circuit Breaker 3 pole 50A D type
C60HD306	Circuit Breaker 3 pole 6A D type
30403	Circuit Breaker 3 pole Compact NS160N
140M-C2E-B25	Circuit Breaker Motor : 1.6 - 2.5A (0.75kW)
140M-C2E-B40	Circuit Breaker Motor : 2.5 - 4.0A (1.1/1.5kW)
140M-C2E-B63	Circuit Breaker Motor : 4.0 - 6.3A (2.2kW)



GV2-ME16	Circuit Breaker Motor 9.0-14.0A
254895	Guide wheels for collectors
22.F5.G0R-960A	Combivert F5-G - 55kW
ZB4-BZ102	Contact Body - 1NC
ZB4-BZ103	Contact Body - 2NO
ZB4-BZ105	Contact body 1NO/1NC
LC1-D25P7	Contacteur 11kW(25A) 230V(50/60Hz)
LP4-K0910BW3	Contacteur 4kW (9A) 24V - 1NO
100-K09DJ10	Contacteur 4kW(9A) 24VDC
LP4-K1210BW3	Contacteur 5.5kW(12A) 24VDC(LC)
LC1-D150P7	Contacteur 75kW(150A) 230V(50/60Hz)
GV-AE11	Contacteur auxiliary front GV2-ME 1NO/1NC
140M-C-AFA11	Contacteur Auxiliary Front mount - 1NO/1NC
140M-C-ASA20	Contacteur Auxiliary Side mount - 2NO
XAL-K178E	Emergency stop 1NC/1NO
946046	Encoder Strip Screen Printed 1200 P
946446	Encoder Strip Screen Printed 1200 P
9365239	Flying lead - 1200 carriage
Fuse	Fuse 1.5 A 5x20 cartridge
Fus+A184e2A	Fuse 2A Mini
13394	Fuse 500mA 10 x 38 cylindrical
254903	Guide Wheels for SKN, SWN
P13433	Chute end roller
TO-215679/I1/SVB	Isolator main switch
TO-22003006	Isolator socomec circo M2
VBS40258818	Joint kit KSL4 Bolted joints
258754	Line feed special KNKL 4/60 (busbar power inlet)
	<b>Mechanical Spares</b>
9365234	Modem Power Cable
951310	Motor SEW 0.75 KW, Grd 173 rpm
951318	Motor SEW 0.75 KW, Grd 31 rpm
951200	Motor SEW 0.75 Kw,(0.5 M/S) Braked 72 rpm
951207	Motor SEW 0.75 Kw,(0.8 M/S) 119 rpm
951202	Motor SEW 0.75 Kw,(0.8 M/S) Braked 117 rpm



951203	Motor SEW 0.75 Kw,(1.0 M/S) Braked 154 rpm
951215	Motor SEW 1.1 Kw,(0.5 M/S) 72 rpm
951210	Motor SEW 1.1 Kw,(0.5 M/S) Braked 72 rpm
951217	Motor SEW 1.1 Kw,(0.8 M/S) 120 rpm
100KFA22Z	Contact Block for 100-K09 (2NO)
951237	Motor SEW 1.1 Kw,(0.8 M/S) 72 rpm
951212	Motor SEW 1.1 Kw,(0.8 M/S) Braked 120 rpm
951232	Motor SEW 1.1 Kw,(0.8 M/S) Braked 72 rpm
951213	Motor SEW 1.1 Kw,(1.0 M/S) Braked 155 rpm
951220	Motor SEW 1.5 Kw,(0.5 M/S) Braked 71 rpm
951227	Motor SEW 1.5 Kw,(0.8 M/S) 119 rpm
951222	Motor SEW 1.5 Kw,(0.8 M/S) Braked 119 rpm
GM/SEW/R47/1.5/176/004	Motor SEW 1.5 kW Grd 176 rpm
GM/SEW/R47/1.5/203/001	Motor SEW 1.5 kW Grd 203 rpm
951250	Motor SEW 2.2 Kw,(0.5 M/S) Braked 46 rpm
951257	Motor SEW 2.2 Kw,(0.8 M/S)
951252	Motor SEW 2.2 Kw,(0.8 M/S) Braked
GM/SEW/KA47/2.2/120/007	Motor SEW 2.2 kW 0.8m/s Grd 120 rpm
GM/SEW/KA47/2.2/120/008	Motor SEW 2.2 kW 0.8m/s Grd 120 rpm
951265	Motor SEW 3.0 Kw,(0.8 M/S)
SA47TDT90L4,	Motor SEW 1.5 KW Type RPM 194, Ratio 7.28, Shaft Dia 30mm
SA47TDT80N4,	Motor SEW 0.75 KW Type: RPM 190, Ratio 7.28, Shaft Dia 30mm
SA47TDT80K2,	Motor SEW 0.75 KW Type: RPM 2800/259 Ratio 10.8, Shaft Dia 30mm
SA47TDT90S4,	Motor SEW 1.1 KW Type:RPM 192, Ratio 7,28, Shaft Dia 30mm
SA57TDT90L4,	Motor SEW 1.5 KW, Type:RPM 1410/117 Ration 12, Shaft Dia 30mm
SA57TDT90L4 / BMG,	Motor SEW 1.5 KW, Type: RPM 1410/194, Ratio 7,28, Shaft Dia 30mm
SA57TDT90S4 / BMG,	Motor SEW 1,1 KW, Type:RPM 1400/130 Ratio 7,28, Shaft Dia 30mm
440R-N23126	MSR127T safety relay (3NO + 1NC)
546-3068	N-Type to SMA female adaptor
45X75X8cc	Oil seal
999818	Perspex tow plate



999480	Pivot arm rubbers / Anti Vibration Pads
	RIVET BLIND 3mm
D866001	Idling Roller
W267002	Roller Dive Pulley
W213002	Roller Drive Pulley 124.5 D,1135 O/S,1513L
W213001	Roller Drive Pulley 124.5 D,935 O/S,1313L
W267001	Roller Drive Pulley 218 Dia,1010 O/S,1359L
A686001	Roller Drive Pulley Assembly
A554002	Roller Drive Pulley Lagged 1010 O/S,1359 L
A554005	Roller Drive Pulley Lagged 1210 O/S,1559 L
D711002	Roller Drive Pulley-Lagged 124.5 D,1225 L
A555002	Roller End 127 Dia X 153.5 O/Shaft.
A555001	Roller End 127 Dia,140 O/Shaft.
229SA57	Roller for curve conveyer
958315	Roller PULLEY BELT "V" ( REF: SPA 100 )
958640	Roller Pulley Htd 28 Tooth X 2012 Bore
961000	Roller Return 60 D,1010 RI,1025 Agl
961001	Roller Return 60 D,1210 RI,1225 Agl
C704003	Roller Snubber 76.1 Dia X 1025 Long
C704006	Roller Snubber 76.1 Dia X 1225 Long
D866007	Roller Stub Shaft Pulley 100 Dia,1164 Lg
D866008	Roller Stub Shaft Pulley 100 Dia,1364 Lg
D866002	Roller Stub Shaft Pulley 124.5 Dia,1355 Lg
A556001	Roller Take Up 100 Dia,130 O/Shaft.
A422001	Take Up Roller Assy 100 Dia,1025 L
A685001	Roller Take Up Pulley.
961004	Tension Roller Takeup 89 D,1010 O/B,1100 Lg
Rollers 1.2 Meter	Rollers for roller table 1.2 meter
Rollers 1.22 Meter	Rollers for roller table 1.22 meter
22205E	SKF Explorer Bearing
526-0308	SMA assembly RG174 cable (1m)
	Sprocket
938933	Stud 9 Mm Panex Recess Head / DZUS bolt
FR300259	Support travers
RE7-TP13BU	Timer On Delay DPDT
A438001	Tipper Distribution Cassette 1200 P



A436001	Tipper Master Cassette Assy 1200 P
A462001	Tipper Pivot Arm Assembly.( Rear).
A462002	Tipper Pivot Arm Assembly.(Front).
A437001	Tipper Slave Cassette Assy 1200 P
339-400-190	Panex Receptacle 9mm-riveted
A478002	Tipper Undercarriage of tray/Sorter under carriage tray
A690002	Top Cover (For 1200 Long Carriage)
100131	Transformer 10kVA - 400V/220V
100132	Transformer 2kVA 3P - 400V/220V
999906	Tray Curved Edge-1200 Fireretardent
938934	Washer Nylon Retaining .
972437	Wheel Tyred 50 Dia,12 Bore,15 W-Red
972439	Wheel.Tyred 101.6 mm Dia
972438	Wheel.Tyred 50 mm Dia
9365237	Wires Earth for carriage
502150	Carousel Slats / Flexible Slats
H800001	Collector Cable Pick Up Anchor / Cable Tie Clamp
206226-1	Locking Nut for Elect + Comms leads of Sorter Cassette.
101648	Nylon blocks/sliding friction piece
FR101196	Caterpillar pusher dog drive chain assembly
951130	LIM motor capsule - Linear Induction motor
951102	Linear Induction Motor
91490	Pathfinda 2011 35mm bearing housing
91494	Pathfinda 2011 25mm bearing housing
91491	Pathfinda 2011 Tail shaft
91492	Pathfinda 2011 Drive shaft
91493	Pathfinda snub roller shaft
O2209	Bearing SFT40 2 Hole e .collar
O2158	Bearing self aligning 2207 2RS 35mm
O2159	Bearing self aligning 1305 25mm
73991BLUE	Rubber disc 4 "diameter 30mm square bore"
11651 / 11648	Intralox Series 400 ARB Belt overlenght 1.0m
11600	Intralox sprocket 12T Acetal 7.8 400 Series Sq Bore
11601	Intralox retainer ring 40mm
91487	Parthfinda wear finger



SA4177	Conveyor carryway assembly Roller
W4720 KTM4 - FM804	Terminal Block ( SEW motor terminals)
	<b>SEW No</b>
	KA47/TDT80N4/BMG/HF
	KA47/TDT80N4
	KA47/TDT80N4
	KA47/TDT90S4/BMG/HF
	KA47/TDT90S4/BMG/HF
	KA47/TDT90S4/BMG/HF
	KA47/TDT190S4
	KA47/TDT90S4
	KA47/TDT90L4/BMG/HF
	KA47/TDT90L4/BMG/HF
	KA47/TDT90L4
	KA47/TDT90S4/BMG/HF
	KA47/TDT90S4
	KA57/TDV100M4/BMG/HF
	KA47/TDTV100M4/BMG/HF
	KA47/TDV100M4
	KA57/TDV100L4
	SA47/TDT90L4
	KA47/2.2/120/007
	R27DT80N4
	R47/1.5/176/004
	R47/1.5/203/001
	R47/2.2/291/003
	SA47/TDT80N4
	SA57/TDT90S4/BMG


**Check-in counters spares list**

No.	Item Description
1	BALL BEARING - ROLLER SHUTTER DOORS
2	Carousels - Arrival - 3P Switch Enclosure ACZ1A 16 A - P/No.GAZ016
3	Check-In System - 18 Roller Door Slat -P/No. 008200-06367
4	Check-In System - Epic H-A 3 MTGVB M20 N.Gen - P/No. 19512-100
5	Check-In System - Epic H-A 3 MTGVB M20 N.Gen - P/No. 19512-900
6	Check-In System - H-A 3 Pin/Socket Insert Female - P/No. 1042-1000
7	Check-In System - Human Intervention PEC - P/No.ML100-55-5573/247209
8	Check-In System - Human Intervention Reflectors BRT-92x92c - P/no.49808
9	Check-In System - Human Intervention Reflectors MH82 - P/no.127831
10	Check-In System - Human Intervention Siemens Flashing lights P/No.8WB4 420-5EB
11	Check-In System - Long Range PEC - P/No.RL28-55-las/76A/82B/105/110
12	Check-In System - Olflex Classic 110 Cable - P/No.1119-308
13	Check-In System - Sensor Cable Plug M8 P/No.sspc3k/8004831
14	Check-In System - UPS Batteries
15	Check-in System - 18 Aluminium Hollow Bottom Slat 75 - P/No. 008200-06361
16	Check-in System - 18 Aluminum Profile - P/No. 008200-06360
17	Check-in System - 2 Channel ASI Gateway VBG PB K20 DMD - P/No. 005303-00502
18	Check-in System - 4519 Guide Rail URF 95 -P/No. 008200-06356
19	Check-in System - ASI Afsluitweerstand VAZ TERM - P/No. 005303-00517
20	Check-in System - ASI Cable Coupler VAZ-2FK-B3 - P/No. 006002-14980
21	Check-in System - ASI Power Supply 4Amp VAN 115/230AC-K17 - P/No. 005303-00512
22	Check-in System - ASI Tap-off Cable M12 L=2m st. Vaz-2t1-fk-2m-pur-v1-g - P/No. 006002-14918
23	Check-in System - ASI to M12 Tap-off Connector VAZ-G6F-V1 - P/No. 006002-14926



24	Check-in System - ASI-Bus Mod M 8 4xI/4xQ ExT24V M12 VAA-4E4A-G16-ZEJ/E2LASI2.1 - P/No. 005303-00534
25	Check-in System - ASI-Bus Module 4xI/4xQ Screw VAA-4E4A-KE-ZE/E2 - P/No. 005303-00536
26	Check-in System - Actuator Mushroom Shaped Push- 3SB3000-1HA20 - P/No. 006013-10375
27	Check-in System - Actuator Mushroom Shaped Push- 3SB3400-OC - P/No. 006013-10376
28	Check-in System - Actuator Pushbutton with Flat 3SB30000AA11 - P/No. 006013-10300
29	Check-in System - Actuator with 1 Contact 1NC 3SB34000C - P/No. 006013-10309
30	Check-in System - Actuator with 1 Contact 1NO 3SB34000B - P/No. 006013-10308
31	Check-in System - Alusolid Aluminium Slat RM0810 - P/No. R 3464-001
32	Check-in System - Aluvista End Locks Nylon Left BT1370 - P/No. R 3464-004
33	Check-in System - Aluvista End Locks Nylon Right BT1380 - P/No. R 3464-005
34	Check-in System - Assy 2D Chain L=1010 mm - P/No. 0L8340-00004
35	Check-in System - Assy Flat Carrier Width=1000 Clockwise/ Anti - P/No. 0L8327-00001
36	Check-in System - Assy Pressure Roll - P/No. 0L8344-00001
37	Check-in System - Assy Tension Pulley 205mm - P/No. 0L8343-00001
38	Check-in System - Assy Tilted Carrier 25deg - P/No. 0L8329-00001
39	Check-in System - Assy Wheel 90 - P/No. 0L8342-00001
40	Check-in System - Assy Wheel Pressure Unit 3 Wheels - P/No. 0L0439-00003
41	Check-in System - Aux Switch Block DIN EN 50005 3RH19211MA02 - P/No. 006011-01642
42	Check-in System - Aux Switch Mount 2S T=70 5ST3011 - P/No. 006012-05490
43	Check-in System - Auxil. Switch laterally fitt. 3RV1901 - 1B - P/No. 006011-02526
44	Check-in System - Battery Back-Up 3,6V 0,85Ah 6ES79711AA000AA0 - P/No. 005302-10190
45	Check-in System - Bearing Ball 6003/2RS-C3-17 ISI15-1981 - P/No. 004904-00404
46	Check-in System - Bearing Ball 6006/2RS-C3-30 ISO15-1981 - P/No. 004904-00407



47	Check-in System - Bearing Ball 6204/2Z-CN-20 ISO15-1981 - P/No. 004904-00705
48	Check-in System - Bearing Ball 6205/Z-C3-25 ISO15-1981 - P/No. 004904-00606
49	Check-in System - Bearing Ball 6206/2ZR-C3-30 ISO15-1981 - P/No. 004904-62061
50	Check-in System - Bearing Ball 6308/2ZR-C3-40 ISO15-1981 - P/No. 004904-63081
51	Check-in System - Bearing Block Flange Rnd PME-50 N - P/No. 004931-00850
52	Check-in System - Bearing Block Flange Sqr PCJ-35 - P/No. 004931-00335
53	Check-in System - Bearing Safety Cap DIA35 KA SK 07 B - P/No. 004931-11035
54	Check-in System - Bearing Slide Flange BP25C 16/20X16 Porous Bronze Kr.27x3 - P/No. 004901-00165
55	Check-in System - Bearing Slide Flange BP25C 22/29x18 Porous Bronze - P/No. 004901-00205
56	Check-in System - Belt Edge Holder Bottom for TS 1600 - P/No. G401564
57	Check-in System - Belt Edge Holder Top for TS 1600 - P/No. G401562
58	Check-in System - Belt Flexam 2X0281 FR W=1000 Prepared Flame Retardant - P/No. 004405-10032
59	Check-in System - Belt Flexam EX 10/2 0+A32 W =1000 Black AS FR Endless - P/No. 004406-10012
60	Check-in System - Belt Protection Drawing y-029 Alum. Right - P/No. 000470-02901
61	Check-in System - Belt Protection Drawing y-030 Alum. Left - P/No. 000470-03001
62	Check-in System - Blind Plug (for M12 Sockets) VAZ-V1-B - P/No. 006002-14972
63	Check-in System - Brush for SPO Left Side - P/No. 006881-30230
64	Check-in System - Brush for SPO Right Side - P/No. 006881-30231
65	Check-in System - Cable M12 Male 3p/M12 Female 3p/H.F./L=0,2mtr - P/No. 006002-13705
66	Check-in System - Cable M12 Male 4p/M12 Female 4p/H.F./L=3mtr - P/No. 006002-13684
67	Check-in System - Cable M12 Male 4p/M12 Female 4p/H.F./L=5mtr - P/No. 006002-13682
68	Check-in System - Cable M12 Male 4p/M8 Female 4p H.F./L 1mtr - P/No. 006002-13672



69	Check-in System - Cable M12 Male 4p/M8 Female 4p H.F./L= 2mtr - P/No. 006002-13670
70	Check-in System - Cable M12 Male 4p/M8 Female 4p H.F./L= 3m - P/No. 006002-13668
71	Check-in System - Cable M12 Male 4p/M8 Female 4p H.F./L= 7mtr - P/No. 006002-13671
72	Check-in System - Cable M12 Male 4p/M8 Female 4p H.F./L=10mtr - P/No. 006002-13663
73	Check-in System - Cable M8 3p Male/M8 4p Female H.F./L=2mtr - P/No. 006002-13930
74	Check-in System - Central Processor Unit CPU319 - P/No. 005302-10130
75	Check-in System - Chain Conn Sim DIN8187-08B-1 Type 26 1/2x5/16 - P/No. 004821-03102
76	Check-in System - Chain Conn Sim DIN8187-12B-1 Type 26 3/4x7/16 - P/No. 004821-03104
77	Check-in System - Chain Guide 54x16 - P/No. 006881-10000
78	Check-in System - Chain Sim DIN8187-08B-1 1/2x5/16 for Take Up - P/No. 004821-10102
79	Check-in System - Channel Connection TF - P/No. 006881-00204
80	Check-in System - Circuit Breaker 2Amp 5SY4402-7 - P/No. 006012-07585
81	Check-in System - Circuit Breaker 10Amp 5SY4210-8 - P/No. 006012-07604
82	Check-in System - Circuit Breaker 25A 4 P 5SY4425-6 - P/No. 006012-07456
83	Check-in System - Circuit Breaker 3P/2A/C 5SY4302-7 - P/No. 006012-07565
84	Check-in System - Circuit Breaker VL 160N Stand 3VL27161EE430AB1 - P/No. 006013-10421
85	Check-in System - Circuit breaker 10KA 3POL B6 5SY44306-6 - P/No. 006012-07433
86	Check-in System - Circuit breaker 4,5,6,3A 3RV10211GA10 - P/No. 006011-02517
87	Check-in System - Cladding Connection TF/TT PE48DB/Perfo/Adh - P/No. 006881-00141
88	Check-in System - Complete Control Cabinet - P/No. R004560-010
89	Check-in System - Complete Unit Rnd Ind Light W 3SB3244-6AA60 - P/No. 006013-10324
90	Check-in System - Complete Unit Rnd Ind Light W 3SB32446AA40 - P/No. 006013-10322



91	Check-in System - Complete Unit Rnd Light Blue 3SB32446AA50 - P/No. 006013-10323
92	Check-in System - Contactor 4p-230V-11kW 3RT13261AP00 - P/No. 006011-01780
93	Check-in System - Control Box 180x110x165mm PK 9516.000 - P/No. 006003-02956
94	Check-in System - Current Transformer 400/1A RM60-E3A 4M2418N - P/No. 006002-03052
95	Check-in System - DIA60 Gravity Roller with Spring st/hex11 EL=1080 - P/No. 001090-11080
96	Check-in System - DIA60 Roller AGL= 453mm Axle=DIA17 - P/No. 001093-00453
97	Check-in System - DIA71 Driven Roller - P/No. 059005-123-01191
98	Check-in System - Digital Input Module 32x24VDC 6ES73211BL000AA0 - P/No. 005302-10270
99	Check-in System - Digital Output Module 32x24VDC 6ES73221BL000AA0 - P/No. 005302-10271
100	Check-in System - Drive Pulley Conical for TS 1600-105 FH Inside Drive RN=1000 mm BN=1100 mm DWAN=30 mm - P/No. U1008659-V009
101	Check-in System - Drive Pulley Conical for TS 1600-105 FH Outside Drive RN=1000 mm BN=1100 mm DWAN=30 mm - P/No. U1005030-V0001
102	Check-in System - Drive Pulley DIA100 - P/No. 0L0789-01318
103	Check-in System - Drive Pulley DIA150 Crowned SA57/KAZ47 - P/No. 011507-481-51430
104	Check-in System - Drive Pulley V-Belt STC 205mm Type TB-12-PL - P/No. 004868-00100
105	Check-in System - Electrical Fan 230V 230m? SK3325.107 RAL7035 - P/No. 006003-02003
106	Check-in System - Emergency Cover Plate - P/No. 006881-00218
107	Check-in System - Emergency Relay 3TK28211CB30 - P/No. 006002-00150
108	Check-in System - Emergency Relay 3TK28301CB30 - P/No. 006002-00152
109	Check-in System - Emergency Stop in Enclosure with key - P/No. 0E1025-00002
110	Check-in System - Emergency Stop in Enclosure without Key - P/No. 0E1025-00001
111	Check-in System - Flange Bearing DIA40 2 Hole - P/No. N400063



112	Check-in System - Flat Cable Entry Bushing RA-C1-DF - P/No. 006010-00216
113	Check-in System - Flexam EX 8/2 0+A20 Black AS FR W=550 Endless - P/No. 004412-05512
114	Check-in System - Frontplate Alum. 1 Pos XAP-E301 - P/No. 006001-10474
115	Check-in System - H-A 3 Pin/Socket Insert Male - P/No. 1042-0000
116	Check-in System - Housing for XAP-E301 XAP-E901 - P/No. 006001-10475
117	Check-in System - JP 70 415/420V Electric Operator - P/No. R 3464-007
118	Check-in System - JP 70 Roller Shutter door Motor 380V - P/No. R3463-007
119	Check-in System - LMS DOL-1D/HanQ5/230Vac Brake RA-MO-005400-50006 - P/No. 005400-50006
120	Check-in System - LMS DOL-2D Con.Q5 Brk.230 RA-MO2.1-W4(230)/C3A-061 V2.4 - P/No. 005400-50016
121	Check-in System - Loadcell Cable LCC - P/No. R 3298-006
122	Check-in System - Loadcell OIML 65023-500kg - P/No. R 3298-001
123	Check-in System - Locking Part for Belt Edge Holder TS 1600 Grey - P/No. G1009427-V0001
124	Check-in System - Loctite 243 Nut Lock 50ml - P/No. 007232-00242
125	Check-in System - Logic module LOGOI 6ED1-052-1MI - P/No. 005303-00070
126	Check-in System - Main Control Switch 4P IU=32 3LD2203-1TL51 - P/No. 006013-10400
127	Check-in System - Miniature Circuit Breaker 2 400V 5SY61066 - P/No. 006012-05401
128	Check-in System - Miniature Circuit Breaker 400V 5SY4206-6 - P/No. 006012-07421
129	Check-in System - Miniature Circuit Breaker 400V 5SY4210-6 - P/No. 006012-07422
130	Check-in System - Miniature Circuit Breaker 400V 5SY4216-6 - P/No. 006012-07424
131	Check-in System - Monitoring Relay 3UG4512-1BR20 - P/No. 006011-01762
132	Check-in System - Motor Cable Local DOL Halogen Free L=10m - P/No. 006010-00168
133	Check-in System - Motordrive - P/No. R004560-009
134	Check-in System - Motordrum 00TL135 D=30 F=20 0,37KW /EURO/0,63 RL=554+ Cable - P/No. 000108-25563



135	Check-in System - Motordrum 99TL113 D=30 F=20 0,18KW /EURO/0,35 RL=570+ Cable - P/No. 000106-25735
136	Check-in System - O-ring 43, 4x3,6 NBR 70 Sh A - P/No. 006881-03825
137	Check-in System - Operator Panel-ABS950 OP950 - P/No. R 3298-003
138	Check-in System - PA End Lock - P/No. 008200-06366
139	Check-in System - PDC Cable - P/No. R 3298-005
140	Check-in System - PPI Sensor Assy - P/No. 0L9196-00001
141	Check-in System - PPI Sensor Wheel - P/No. 006881-00123
142	Check-in System - Panel PC P1515 Panel PC VI Config - P/No. 005302-20800
143	Check-in System - Passenger Panel-ABS950 PP950 - P/No. R 3298-004
144	Check-in System - Pedestal Bearing DIA35 - P/No. N1004192-V0001
145	Check-in System - Photoswitch Incl Reflector E3Z-KIT-42-VI= E3Z-R86+E39-R42 - P/No. 006002-14450
146	Check-in System - Power Cable LMS Halogen Free Cable L= 5000mm - P/No. 006010-00192
147	Check-in System - Power Supply 120/230V - 24V20A 6EP13362BA00 - P/No. 005510-00463
148	Check-in System - Power Supply PS950 - P/No. R 3298-007
149	Check-in System - Printboard AS-130 - P/No. R004560-008
150	Check-in System - RJ45 Mounting Frame 1689433 - P/No. 005301-00496
151	Check-in System - RJ45 Socket Insert 1653155 - P/No. 005301-00495
152	Check-in System - RU 5 x 400 mm Left BT0720 - P/No. R 3464-006
153	Check-in System - Relay Terminal PLC-RSC-24DC/21 No:2966171 - P/No. 006005-00900
154	Check-in System - Return Idler - P/No. G1009600
155	Check-in System - Ring Ret Shaft A20, DIN471 Ck 75 - P/No. 002746-00020
156	Check-in System - Ring Ret Tlock 2513-75 - P/No. 004840-90035
157	Check-in System - Rosta Tension Element SE-18 Conform - P/No. 004785-00018
158	Check-in System - Rubber Insert Bottom -P/No. 008200-06392
159	Check-in System - S 67 DV100M 4/ 2/ 2,20/ 41/ M6A/ 0/ EURO/ - P/No. 000081-00406



160	Check-in System - SK02050AZ D B H-80L4 Bre 10 HL 0,75/193/H3A/0 DEG - P/No. K1003847-V0024
161	Check-in System - SK02050AZ D B H-80L4 Bre 10 HL 0,75/193/H3B/0 DEG - P/No. K1003847-V0026
162	Check-in System - SK02050AZ D B H-90S4 Bre 20 HL 1,10/196,H3B/ 0 DEG - P/No. K1003847-V0025
163	Check-in System - SK02050AZB-80S4 / 0,55/ 146 / H3A/ 4/EURO/B/ Axle=DIA30 - P/No. 000704-11463
164	Check-in System - SK12063AZB-90L4 / 1,5/ 91 / H3A/ 4/EURO/B/ Axle= DIA35 - P/No. 000707-10913
165	Check-in System - SK12080-31-REP165 - P/No. P918- 11071992056
166	Check-in System - Side Slat CW 470x155 T300NZ - P/No. 006881-00221
167	Check-in System - Signal Column Connect Element 8WD44080AA - P/No. 006013-10284
168	Check-in System - Signalling Column Siren Element 8WD44200EA - P/No. 006013-10271
169	Check-in System - Signalling Light Yellow 24V 8WD44200CD - P/No. 006013-10254
170	Check-in System - Sirius starter size S00, 9A, 3RW3016-1CB04 - P/No. 005400-10220
171	Check-in System - Slat TF SBR-6-B1 W=1000CW/CCW with Flex NOK - P/No. 006881-00233
172	Check-in System - Slat TT SBR-6-B1 W=1200CW - P/No. 006881- 00229
173	Check-in System - Spare Belt for Belt Curve Conveyor TS 1600- 105 YG=KT 96 RN=1000mm BN=1100mm wN=30DEG - P/No. U1009423-V0031
174	Check-in System - Spare Belt for Belt Curve Conveyor TS 1600- 105 YG=KT 96 RN=1000mm BN=1100mm wN=90DEG - P/No. U1009423-V0001
175	Check-in System - Special Chain for Take Up - P/No. 059005- 024-02413
176	Check-in System - Special Chain for Take Up - P/No. 059005- 024-02425
177	Check-in System - Spring Carrier Bolt 2-D Chain Triplaner - P/No. 001693-41011
178	Check-in System - Spring Torsion DIA2,8mm 50668 - P/No. 001690-01025
179	Check-in System - Stabilized Power Supply Input 6EP1333- 2AA01 - P/No. 005510-00461
180	Check-in System - Standard Aluminium Guide Plain RM2030 - P/No. R 3464-002



181	Check-in System - Subcon-Plus-Profib/PG/SC Profibus Art.2708245 - P/No. 005302-30021
182	Check-in System - T-Bar Aluminium + WStrIP DA0060 - P/No. R 3464-003
183	Check-in System - Tail Pulley Conical for TS 1600-105 FH RN=1000 mm BN=1100 mm - P/No. U1005044-V0001
184	Check-in System - Take Up Pulley DIA100 Cylinder - P/No. 059005-135-01180
185	Check-in System - Take Up Pulley DIA55 Crowned A =620 - P/No. 0L4400-40550
186	Check-in System - Take Up Pulley DIA55 Crowned A =620 - P/No. 0L4400-90550
187	Check-in System - Take-up Pulley DIA103 Crowned A=1027mm Axle=DIA40 - P/No. 011507-605-11027
188	Check-in System - Take-up Pulley DIA103 Crowned A=1060mm Axle=DIA40 - P/No. 011507-605-01060
189	Check-in System - Take-up Pulley DIA71 - P/No. 011507-611- 01170
190	Check-in System - Temperature Regulator SK3110 - P/No. 006003-02498
191	Check-in System - Tension Roll 50mm - P/No. 0P9794-00001
192	Check-in System - Time-Counter for Distribution Board 7KT5801 - P/No. 006011-01765
193	Check-in System - Trimmer Box LC550 - P/No. R 3298-002
194	Check-in System - Triplanar Wheel 55 6004-2Z TP Low Noise - P/No. 0K4508-00002
195	Check-in System - UPS-APC SUA1500I - P/No. 006002-20000
196	Check-in System - V-Belt 3492-PL-12 Rippen Type: HUTCHISO - P/No. 004888-34923
197	Check-in System - Varistor AC127.240V DC150 250V 3RT19261BD00 - P/No. 006011-01628
198	Check-in System - Varistor AC24 48V, DC 24 70V 3RT1916- 1BB00 - P/No. 006011-01626
199	Check-in System - Vertical Chain Pin - P/No. 0P9754-00001
200	Check-in System - Wheel Nylon PL80/30/112 (80x30x12) - P/No. 000760-10080
201	Check-in System-Ball bearing-P/No. 008200-62713
202	Checklin System - M20 Glands - P/No.53111-020
203	Lovato Foot Pedals
204	Main Panel Filter Material
205	RECEIVER -TRANSMITTER
206	RUN-IN ROLLER SET LEFT
207	RUN-IN ROLLER SET RIGHT



208	Roller Shutter Door Limit Units
209	Roller Shutter Door Motors
210	Security Check Point Carrier Bearing
211	Security Check Point Geared Pully
212	Security Check Point Plastic Chain
213	Security Check Point Shaft
214	Security Check Point Single Phase Motor 0.18kW

**ANNEX N**

ACSA maintenance procedure for Baggage handling system - D080 029M

- Available upon request from the ACSA service manager



**ANNEX O**

Baggage handling system – standard operating procedure

Available upon Request from the ACSA service manager

**ANNEX P**

Maintenance of Baggage handling system – Electrical lockout procedure

Available upon Request from the ACSA service manager

**ANNEX Q**

Cape Town International Airport – operating instruction for Baggage handling system

Available upon Request from the ACSA service manager



**ANNEX R**

Baggage handling system - Fire Emergency procedure

Available upon Request from the ACSA service manager

**ANNEX S**

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager


**ANNEX T**
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:

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



	<p>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</p>	<p>No impact on service provider.</p> <p>The Risk is not sitting with a single owner</p>
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**ANNEX U**

ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements

<b>Site Supervisor</b>	<ul style="list-style-type: none"> <li>• Min SAQA Accredited Trade test (Millwright/Fitting/Electrician)</li> <li>• Any OHS training certificate</li> </ul>	<ul style="list-style-type: none"> <li>• Min 3 yrs experience in maintenance of conveyors and or carousels</li> <li>• Min 5 yrs experience in the management of a maintenance team comprising at least 10 people</li> <li>• Min 2 yrs experience in OHS</li> </ul>
<b>Technician (s)</b>	<ul style="list-style-type: none"> <li>• Min SAQA accredited Trade Test Certificate (Millwright)</li> <li>• Min SAQA Accredited Trade test (Fitting)</li> </ul>	<ul style="list-style-type: none"> <li>• Min 3 yrs experience in maintenance of airport Baggage Handling System carousels and conveyors or similar conveyors in a bulk material handling company</li> </ul>
<b>Assistants</b>	<b>N2 Mechanical/Electrical</b>	<ul style="list-style-type: none"> <li>• Min 1 yr experience in maintenance of mechanical or electrical systems</li> </ul>

**ANNEX V**

ACSA Inventory procedure

Available upon Request from the ACSA service manager

**ANNEX W**

Current Guarantee and Warrantee

N/A


**Annexure X**
Contract Exclusions
BHS Operations and Electrical Controls maintenance

<b>Electrical Controls</b>
<b>Baggage Hall &amp; Check in Counters</b>
Conveyor Belts Line 1 -8 - including OOG <ul style="list-style-type: none"> <li>• PLC Substation 1 – 10 &amp; Controls components i.e. i/o modules, Contactors, Circuit Breakers, Relays &amp; Safety Relays, key switches, Push buttons, LED's , UPS, etc</li> <li>• Sivacon Units and its components i.e KEB Invertors, I/O modules</li> <li>• PEC sensors and reflectors</li> <li>• ART Tag readers/Barcode Scanners including control panels</li> <li>• E stops and panels</li> <li>• Encoders, Tracking devices, Limit and Proximity switches</li> <li>• Monitors and Handheld Scanners</li> </ul>
Induction lines & MCS <ul style="list-style-type: none"> <li>• Monitor and Handheld Scanners</li> <li>• Sivacon Units,</li> <li>• PEC sensors and reflectors</li> <li>• ART Tag readers including control panels</li> <li>• E stops and panels</li> <li>• Encoders and Proximity switches</li> </ul>
<b>SORTER</b> <ul style="list-style-type: none"> <li>• Encoders and Proximity switches</li> <li>• Master, Distributor and Slaves Carriages- I/O modules</li> <li>• VSD /inverters</li> <li>• Sivacon units</li> <li>• Radio Modem and leak feeder Aerials</li> <li>• Profibus Cables</li> <li>• Local Junction box for LIM</li> <li>• LIM laser micro switches and limit switches</li> <li>• LIM inverters</li> <li>• HMI Controls</li> <li>• Hoop sensors and reflective beams</li> <li>• Encoder strips</li> <li>• Tray Commination cables</li> <li>• Safety interlock switches</li> <li>• Profibus Repeaters</li> <li>• UPS battery</li> </ul>



<p><b>BHS- Domestic and International Carousel</b></p> <ul style="list-style-type: none"> <li>• Local junction box- stop and start(key switches)</li> <li>• PEC sensors and reflectors</li> <li>• E stops and relays</li> <li>• Limit , Transmitter and Proximity switches</li> <li>• Monitors including 1<sup>st</sup> and last bag SAC monitors</li> <li>• Sivacon unit</li> <li>• VSD</li> <li>• Asi Modules</li> <li>• PLC's</li> <li>• Profibus and ethernet cables</li> <li>• UPS batteries</li> </ul>
<p><b>CHUTES &amp; LATAREL CHUTES</b></p> <ul style="list-style-type: none"> <li>• Chutes Monitor Screens</li> <li>• PEC Sensors and reflectors</li> <li>• I/O modules</li> <li>• Contactors</li> <li>• Sivacon units</li> <li>• Siren Indictors- beacon lights</li> </ul>
<p><b>CHECK IN COUNTERS &amp; SECURITY CHECK POINTS</b></p> <ul style="list-style-type: none"> <li>• LMS- local motor starter- similar to Sivacon</li> <li>• Asi Modules</li> <li>• Motor switch and Keys witches</li> <li>• PPI – Plus Position Indicators</li> <li>• Motor isolator switch</li> <li>• Limit switches</li> <li>• Proximity switches and Sensors</li> <li>• Emergency stops</li> <li>• Controls Cabinet- Connection box</li> <li>• Profibus and ethernet cables</li> <li>• Dispatch Control box</li> <li>• Baggage Scales</li> <li>• Siren Indicators-beacon lights</li> <li>• UPS batteries</li> <li>• SCADA</li> </ul>
<p><b>COMPUTER SERVER &amp; OPERATING PROGRAMME – BHS AND CHECK IN COUNTERS</b></p> <ul style="list-style-type: none"> <li>• SAC servers</li> <li>• Router for SAC</li> <li>• SAC Network Switches</li> <li>• SAC processor servers -hardware and software</li> <li>• SCADA – Check in Counters &amp; BHS (including hardware)</li> <li>• System interface i.e SAC bag stage , SICK RDT</li> <li>• PLC's , Profibus cabling &amp; Ethernet Communication for both Check in counters and BHS</li> </ul>



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