



# **TENDER DOCUMENT**

## **FOR**

**Maintenance and Repairs of Mechanical Assets  
For 24 Month Period at Airports Company South  
Africa's King Shaka International Airport.**

**Tender Reference Number: RFQ27370**

**JUNE 2022**

**Issued by**  
Airports Company South Africa  
King Shaka International Airport

<b>NAME OF TENDERER:</b>	
<b>CONTACT PERSON:</b>	
<b>CSD MAAA NUMBER:</b>	



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# **AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT**

## **TENDER No. RFQ27370**

Maintenance and Repairs of Mechanical Assets

For 24 Month Period at Airports Company South Africa's King Shaka 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".**

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## T1.1 Tender Notice and Invitation to Tender

Maintenance and Repairs of Mechanical Assets For 24 Month Period at Airports Company South Africa's King Shaka International Airport.

**Tender Document Availability:** on 14 June 2022 on e-tender Portal

**Tender Briefing Session:** N/A

### Closing Date

The closing time for accepting tenders is **01 July 2022 at 12:00pm** (South African Time). Tenders must be submitted to the address below **only** on 01 July 2022 by 12:00pm:

- King Shaka International Airport
- MSO Building
- Ground Floor
- Reception

### Bidders to ask for Mlungisi Mgobhozi

No telephonic, faxed or e-mailed tenders will be accepted. No late tenders will be accepted. Bidders to ensure that their names and contacts are reflected on the cover of the bid document.

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

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

### Enquiries and Contact Information

All enquiries should be addressed to the e-mail address: [Tenders3.ksia@airports.co.za](mailto:Tenders3.ksia@airports.co.za)

Closing date for enquiries is **27<sup>th</sup> of June 2022 at 16h00 pm**.



## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F** of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette 38960, Board Notice 136 of 2015 of 10 July 2015. (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>F.1</b>	<b>GENERAL</b>
F.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
F.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><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>C1.3 Form of guarantee</p> <p>C1.4 Insurance schedule</p> <p><b>Part C2: Pricing Schedule</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b></p> <p>C3 Scope of work</p> <p><b>Part C4: Site Information</b></p> <p>C4 Site Information</p> <p><b>Part C5: Annexures</b></p>
F.1.4	<p>The Employer's Contact Person is: <b>Mlungisi Mgobhozi (SCM Representative)</b></p> <p>Telephone number: 032 436 6198</p> <p>Email address: <a href="mailto:Tenders3.ksia@airports.co.za">Tenders3.ksia@airports.co.za</a></p>
F.1.6	<p>ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties.</p> <p>ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the highest scored (in terms of F.3.11) or not.</p> <p>ACSA reserves the right to cancel this tender at any time.</p> <p>A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract.</p>
<b>F.2</b>	<b>TENDERER'S OBLIGATIONS</b>



F.2.1	<p>Only those tenderers who satisfy the following Mandatory Administrative Requirements are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li><b>a) Bidders must produce a letter of Good Standing in terms of Compensation for Occupational Injuries and Diseases Act of 1993 (COIDA); or Federated Employee Mutual Assurance (FEMA) Insurance</b></li> <li><b>b) Bidders must provide valid certificate of compliance with department of labour for Unemployment Insurance Fund (UIF)</b></li> <li><b>c) Tenderers must have a CIDB contractor grading designation of 2 ME or higher.</b></li> </ul> <p>The following Tenderers who are registered with the CIDB or provide proof of application, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders:</p> <ul style="list-style-type: none"> <li>d) Contractors who have a grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <u>CLASS 2</u> of mechanical work in a <u>ME</u> class of mechanical works.</li> </ul> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> <li>e) Every member of the joint venture is registered with the CIDB.</li> <li>f) The lead partner has a contractor grading designation in the <u>ME</u> class of mechanical; and</li> <li>g) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CLASS 2 in the ME class of mechanical work.</li> </ul> <p><b>Please Note:</b></p> <p><b>No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</b></p> <p><b>No award will be made to any supplier or service provider who is not registered on the Central Supplier Database.</b></p>
F.2.7	<p>The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender.</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>
F.2.12	Alternative bids will not be considered
F.2.13.3	Each tender offer communicated on paper shall be submitted as original. All returnable documents shall be submitted in printed format, written in black ink only and returned as original.



F.2.13.5 F.2.15.1	<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>Addressee:</b> <b>Mlungisi Mgobhozi</b>  <b>Physical address:</b> King Shaka International Airport,</p> <p><b>Identification details:</b> Bid Ref. No: <b>RFQ27370</b>  <b>Title: Maintenance and Repairs of Mechanical Assets For 24 Month Period at Airports Company South Africa's King Shaka International Airport.</b></p>
F.2.13.6	A one-envelope procedure will be followed.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or emailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 84 calendar days (12 weeks) from close of tender.
F.2.18	During the tender process, the Tenderer must submit other material requested by the Employer within two calendar days of being requested to do so.
F.2.23	<p>The tenderer is required to submit with his tender;</p> <ol style="list-style-type: none"> <li>1) a certificate of contractor registration issued by the Construction Industry Development Board (CIDB), and</li> <li>2) where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must also submit the certificates of contractor registration in respect of each partner</li> <li>3) Any certificates requested in T2 (the list of tender returnable documents)</li> <li>4) Copies of relevant documents as requested in other sections of this document.</li> </ol> <p><b>Please Note:</b></p> <p>The requirements of the Construction Industry Development Board Act and the Regulations may change from time to time and ACSA will be required to apply the version of the Construction Industry Development Board Act and the Regulations applicable at the time of contract award. Tenderers should keep themselves updated on these requirements. Further information on the CIDB and CIDB registration can be found on the CIDB website <a href="http://www.cidb.org.za">www.cidb.org.za</a></p>
<b>F.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
F.3.1.1	The Employer will respond to requests for clarification received up to <b>5</b> calendar days before the tender closing time.
F.3.4	There will be no public opening of tenders
F.3.8	<p><b><u>Mandatory Administration Criteria</u></b></p> <p>a) Bidders must produce a letter of Good Standing in terms of Compensation for Occupational Injuries and Diseases Act of 1993 (COIDA); or Federated Employee Mutual Assurance (FEMA) Insurance</p>



	<p>b) Bidders must provide valid certificate of compliance with department of labour for Unemployment Insurance Fund (UIF)</p> <p>c) Tenderers must have a CIDB contractor grading designation of 2 ME or higher.</p>
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F.3.1  
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#	Evaluation Criteria	Sub-Criteria	Sub Points	Total Weighted Points	Threshold Points
1.	KEY PERSONNEL (CV of the proposed key resources must be provided with all supporting documents)				
1.1	KEY PERSONNEL QUALIFICATIONS				
1.1.1	SITE SUPERVISOR				
		Trade Tested Artisan	5	10	5
		Trade Tested Artisan	10		
		PLUS N5 in engineering related studies			
1.1.2	MILWRIGHT				
	Bidder to provide certificates as proof of qualification				
	Millwright (Provide proof of qualification)	Trade Tested Millwright	5	10	5
		Trade Tested Millwright	10		
		PLUS N3 Mechanical/Electrical Qualification			
1.1.3	MOTOR MECHANIC/DIESEL MECHANIC				
	Motor Mechanic/Diesel Mechanic	Trade Test -in Motor Mechanics or Diesel Mechanics	5	10	5
		N3 plus Trade Test -in Motor Mechanics or Diesel Mechanics	10		
	NB: A minimum of <u>one</u> Motor Mechanic/Diesel Mechanic is required for this works and no points will be awarded by listing qualifications.				
1.1.4	TECHNICAL ASSISTANTS				
	Bidder to provide comprehensive CV demonstrating technical skills and projects completed and proof of qualification.				
	Bidder to provide certificates as proof of qualification				
	Technical Assistant The technical assistant must have a mechanical qualification (Minimum qualification must be N2)	N2 Mechanical Qualification	5	10	5
		N3 or above Mechanical Qualification	10		
	NB: A minimum of one technical assistant is required for this works, no points will be awarded by listing qualification only, proof is required.				

1.1.5	ASSISTANT MECHANIC				
	Assistant Mechanic  N2 motor mechanic-related Trade or engineering skills-related certification or proof of recognition of prior learning	N2 motor mechanic-related Trade or engineering skills-related certification or proof of recognition of prior learning  N3 motor mechanic-related Trade or engineering skills-related certification or proof of recognition of prior learning	5  10	10	5
NB: A minimum of one assistant mechanic is required for this works, no points will be awarded by listing qualification only, proof is required.					
1.2	KEY PERSONNEL EXPERIENCE				
1.2.1	SITE MANAGER				
		Five Years' Experience in maintenance and repairs PLUS 2 Years' supervisory experience  More Than Five Years' Experience 3 Years or more supervisory experience	5  10	10	5
1.2.2	MILLWRIGHT				
	A minimum of five years' experience in maintenance and repairs of mechanical equipment	Five Years' Experience  More Than Five Years' Experience	10  15	15	10
1.2.3	MOTOR MECHANIC/DIESEL MECHANIC				
	A minimum of five years' experience in maintenance and repairs of vehicles	Five Years' Experience  More Than Five Years' Experience	10  15	15	10
2.	Hot dip galvanizing method				
	The method should include but not limited to:	Nothing provided	0		

	<ul style="list-style-type: none"><li>How the trolleys will be prepared for galvanizing (2)</li><li>Method of galvanizing including type and thickness. (2)</li><li>How the bidder will ensure that airport operation is not compromised by unavailability trolleys. (2)</li><li>Availability of parts including means of moulding and or fabricating. (2)</li><li>Demonstration of ability to source spares for trollies (2)</li></ul>	General approach not tailored to address the airport environment	5	10	5
		Approach tailored to address the airport environment and demonstration of being a subject matter expert.	10		
3.	Vehicle Maintenance Methodology				
	The vehicle Maintenance Methodology should include but not limited to: <ul style="list-style-type: none"><li>Record keeping for maintenance (2)</li><li>Asset verification (2)</li><li>Asset inspection( 2)</li><li>Licence disk management (2)</li><li>Maintenance cost control measures (2)</li></ul>	Two or less points covered	0		
		Three points covered	5		
		All Points covered	10		
4.	COMPANY/ ENTITY EXPERIENCE				
	Bidder must provide a minimum of two (2) relevant trade reference letters with contact details for references to Maintenance and Repair for mechanical assets/systems.	• Relevant Works		10	5
		Provide two reference letters	5		
		Provide two or more reference letters	10		
	NB: A minimum of <u>two</u> trade relevant letters must be submitted, no points will be awarded for submitting one relevant trade reference letter and listing your clients.				



F.3.1 1.2	Method 1: Financial Offer  This method shall not apply to this tender.																														
F.3.1 1.3	Method 2: Financial offer and preference  The procedure for the evaluation of responsive tenders is Method 2.  Tenderers will be evaluated and adjudicated by the Employer using “The 80/20 preference point system” which awards points on the basis of:  The Tendered price (W1) – 80% The Tendered Contract Participation Goal (B-BBEE) – 20%  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.  Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company’s tender procedure.																														
F.3.1 1.4	Method 3: Financial offer and quality  This method shall not apply to this tender.																														
F.3.1 1.5	Method 4: Financial offer, quality and preferences  This method shall not apply to this tender.																														
F.3.1 1.7	Scoring financial offers  The procedure for the evaluation of responsive tenders is Method 2. The financial offer will be scored using the 80/20 preference point system																														
F.3.1 1.8	Scoring preference  The Tenderer is required to submit a B-BBEE verification certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule Form C1). See <a href="http://www.sanas.co.za">www.sanas.co.za</a> for details of accredited verification agencies or <a href="http://www.irba.co.za">www.irba.co.za</a> for details of registered auditors.																														
	<b>Preference points based on B-BBEE status level of contributor.</b> <table><tr><th>B-BBEE Status Level of Contributor</th><th>Qualification</th><th>Number of Points for Contract Value above R30 000 and up to R50 million</th></tr><tr><td>1</td><td>≥ 100 points</td><td>20</td></tr><tr><td>2</td><td>≥ 85 but &lt; 100 points</td><td>18</td></tr><tr><td>3</td><td>≥ 75 but &lt; 85 points</td><td>14</td></tr><tr><td>4</td><td>≥ 65 but &lt; 75 points</td><td>12</td></tr><tr><td>5</td><td>≥ 55 but &lt; 65 points</td><td>8</td></tr><tr><td>6</td><td>≥ 45 but &lt; 55 points</td><td>6</td></tr><tr><td>7</td><td>≥ 40 but &lt; 45 points</td><td>4</td></tr><tr><td>8</td><td>≥ 30 but &lt; 40 points</td><td>2</td></tr><tr><td>Non-compliant Contributor</td><td>&lt; 30 points</td><td>0</td></tr></table>	B-BBEE Status Level of Contributor	Qualification	Number of Points for Contract Value above R30 000 and up to R50 million	1	≥ 100 points	20	2	≥ 85 but < 100 points	18	3	≥ 75 but < 85 points	14	4	≥ 65 but < 75 points	12	5	≥ 55 but < 65 points	8	6	≥ 45 but < 55 points	6	7	≥ 40 but < 45 points	4	8	≥ 30 but < 40 points	2	Non-compliant Contributor	< 30 points	0
B-BBEE Status Level of Contributor	Qualification	Number of Points for Contract Value above R30 000 and up to R50 million																													
1	≥ 100 points	20																													
2	≥ 85 but < 100 points	18																													
3	≥ 75 but < 85 points	14																													
4	≥ 65 but < 75 points	12																													
5	≥ 55 but < 65 points	8																													
6	≥ 45 but < 55 points	6																													
7	≥ 40 but < 45 points	4																													
8	≥ 30 but < 40 points	2																													
Non-compliant Contributor	< 30 points	0																													



	<p>Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by an Accounting Officer as contemplated in the CCA or a Verification</p> <p>Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.</p> <p>Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.</p> <p>A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.</p> <p>A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.</p> <p>Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.</p> <p>A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other person that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-service provider is an EME that has the capability and ability to execute the sub-contract.</p> <p>A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.</p> <p>Eligibility for preference points is subject to the following conditions:</p> <p>(a) A Tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009</p> <p>(b) The scorecard shall be submitted as a certificate attached to Returnable Schedule Form C1</p> <p>(c) The certificate shall have been issued by:</p> <p>(i) a verification agency accredited by the South African National Accreditation System (SANAS); or</p> <p>(ii) a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), in accordance with Government Notice 754 issued by the Department of Trade and Industry on 23 September 2011 under Government Gazette 34612</p> <p>(d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15)</p> <p>(e) Compliance with any other information requested to be attached to Returnable Schedule Form C1</p> <p>(f) If a Tenderer has failed to submit an acceptable verification certificate, a period of 24 hours will be granted to re-submit a valid verification certificate</p> <p>(g) Failure to submit any valid verification certificate will result in the award of 0 (zero) points for preference</p> <p>(h) In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.</p>
F.3.1 1.9	<p>Scoring quality</p> <p>Scoring of quality shall not apply to this tender.</p>



F.3.1 3.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>the Tenderer is registered with the Construction Industry Development Board with an appropriate contractor grading designation</li> <li>the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector</li> <li>the Tenderer has not abused the Employer's supply chain management system</li> <li>the Tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect.</li> </ul>
F.3.1 7	The number of paper copies of the signed contract to be provided by the employer is two.
<p><b>Arithmetical errors, omissions, discrepancies and imbalanced unit rates</b></p> <ol style="list-style-type: none"> <li>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 appearing in words in the form of offer shall govern.</li> <li>Check responsive tender offers for             <ol style="list-style-type: none"> <li>the gross misplacement of the decimal point in any unit rate;</li> <li>Omissions made in completing the pricing schedule or bill of quantities</li> <li>Arithmetic errors in line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedule of prices</li> <li>The summation of the prices</li> <li>Imbalanced unit rates</li> </ol> </li> <li>Notify shortlisted tenderers of all errors, omissions or imbalanced rates that are identified in their tender offers.</li> <li>Where the tenderer elects to confirm the errors, omissions or re-balancing of imbalanced rates the tender offer shall be corrected as follows:             <ol style="list-style-type: none"> <li>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 quantity, the unit rate shall govern and the line item total shall be corrected.</li> <li>Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted and the unit rate shall be corrected.</li> <li>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 be corrected.</li> <li>Where the unit rates are imbalanced adjust such rates by increasing or decreasing them and selected others while retaining the total of the prices derived after any other corrections made under (a) and (b) above.</li> <li>Where there is an omission of a line item, no correction is possible and the offer may be declared non-responsive.</li> </ol> </li> <li>Declare as non-responsive and reject any offer from a tenderer who elects not to accept the corrections proposed.</li> <li>The tenderer is required to submit balanced unit rates for rate only items in the pricing schedule. The rates submitted for these items will be taken into account in the evaluation of tenders.</li> </ol>	



## STANDARD CONDITIONS OF TENDER

*(July 2015 edition)*

As published in Annexure F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015.

### F.1 General

#### F.1.1 Actions

**F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.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.

**F.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.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

**F.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.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.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 organization 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 organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to



- d) influence the action of the employer or his staff or agents in the tender process; and **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
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.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.

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

**F.1.5.1** An organ of state may, prior to award of the tender, cancel a tender if:-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

**F.1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

##### **F.1.6.2 Competitive negotiation procedure**

**F.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 F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.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.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

**F.1.6.3 Proposal procedure using the two stage-system**

**F.1.6.3.1 Option 1**

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

**F.1.6.3.2 Option 2**

**F.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.

**F.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.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

**F.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.

**F.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.

**F.2.2 Cost of tendering**

**F.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.

**F.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.

**F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any



discrepancy or omission.

#### **F.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.

#### **F.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.

#### **F.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.

#### **F.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.

#### **F.2.8 Seek clarification**

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

#### **F.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.

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

**F.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 14 days before the closing time stated in the tender data.

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

**F.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.

**F.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.



#### **F.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.

#### **F.2.12 Alternative tender offers**

**F.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.

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

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

**F.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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.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.

**F.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.

**F.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 tender offer.

**F.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.

**F.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.

**F.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.

**F.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.



**F.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.

**F.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.

**F.2.15 Closing time**

**F.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.

**F.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.

**F.2.16 Tender offer validity**

**F.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.

**F.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.

**F.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.

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

**F.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 F.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.

**F.2.18 Provide other material**

**F.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.

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



#### **F.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.

#### **F.2.20 Submit securities, bonds, policies, etc.**

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.

#### **F.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.

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

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

#### **F.2.23 Certificates**

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

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

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

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.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.

#### **F.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 seven 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 drew documents.

#### **F.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.

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

**F.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.

**F.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 BBEE status level and time for completion for the main tender offer only.

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

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

**F.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.

**F.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 BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

#### **F.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.

#### **F.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.

#### **F.3.8 Test for responsiveness**

**F.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.



**F.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.

### **F.3.9 Arithmetic errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.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.

**F.3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.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.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**





In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

#### **The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million**

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

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

Where

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

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer.

- (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table overleaf:

<b>B-BBEE status level of contributor</b>	<b>Number of points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)





- (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million**

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

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

Where

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

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer.

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

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### **F.3.11.6 Decimal places**

Score price, preference and functionality, as relevant, to two decimal places.

#### **F.3.11.7 Scoring Price**

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for price.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.  
 $A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.



Table F.1: Formula for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

### F.3.11.8 Scoring Preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for functionality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for functionality using the following formula:

$$N_q = W_2 \times S_o / M_s$$

where:  $S_o$  is the score for quality allocated to the submission under consideration;  
 $M_s$  is the maximum possible score for quality in respect of a submission, and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.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.

### F.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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.

**F.3.14 Prepare contract documents**

**F.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.

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



**F.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.

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.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.

**F.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.

**F.3.19 Transparency in the procurement process**

**F.3.19.1** The CIDB prescripts require that tenders must be registered on the CIDB i.Tender system.

**F.3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F.3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

**F.3.19.4** The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports



- F.3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F.3.19.6** Consultative Forum must be an independent structure from the bid committees.
- F.3.19.7** The information must be published on the employer's website.
- F.3.19.8** Records of such disclosed information must be retained for audit purposes.



**AIRPORTS COMPANY SOUTH AFRICA**

**KING SHAKA INTERNATIONAL AIRPORT**

**TENDER REF. No: RFQ27370**

**Maintenance and Repairs of Mechanical Assets For  
24 Month Period at Airports Company South Africa's  
King Shaka International Airport**

**Part T2: Returnable Documents**

**T2.1: List of Returnable Documents ..... T2-2**

**T2.2: Returnable Schedules ..... T2-4**



**AIRPORTS COMPANY SOUTH AFRICA**

**KING SHAKA INTERNATIONAL AIRPORT**

**TENDER REF. No: RFQ27370**

## **Maintenance and Repairs of Mechanical Assets For 24 Month Period at Airports Company South Africa's King Shaka International Airport**

### **T2.1: LIST OF RETURNABLE DOCUMENTS**

<b>The tenderer must complete the following returnable documents:</b>		<b><u>Completed</u> (tick)</b>
<b>1</b>	<b>Returnable Schedules required for tender evaluation purposes only</b>	
	A1: Record of Addenda to Tender Documents	
	A2: Certificate of Authority for Signatory (where applicable)	
	A3: Certificate of Authority for Joint Ventures (where applicable)	
<b>2</b>	<b>Other documents required for tender evaluation purposes only</b>	
	B1: Proof of registration for Contractor's WCA registration	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
	B3: <b>An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.</b>	
	<b>The Tax Compliance Status PIN is now the only document issued by SARS and it must have an issue date beyond 25 October 2019 <u>ANYTHING DATED PRIOR TO THIS IS NO LONGER VALID</u></b>	
	B4: Names and identity numbers of Directors	
	B5: Certificate of Incorporation	
	B6: Declaration of Interest Form	
<b>3</b>	<b>Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract</b>	
	C1: Enterprise Questionnaire	
	C2: A certified copy of B-BBEE Verification Certificate	
	C4: CV's of key personnel	
	C5: Certified Certificates of Qualifications of Key Personnel.	
	C6 Proposed Construction Programme	
	C7 Schedule of Information to be provided by Tenderer	
	C8 Proposed Amendments and Qualifications	
	C9 Requirements of Government's programme for Broad Based Black Economic Empowerment. Contractor Participation Goals	
	C10 SBD 4: Declaration of Interest	
	C11 SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	C12 SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	



The tenderer must complete the following returnable documents:		Completed (tick)
C13 SBD 8: Declaration of Bidder's past supply chain management practices		
C14 SBD 9: Certificate of independent bid determination		
C15 Contract Management Plan		
T2.3 LEA (Lift Engineering Association of South Africa)		
4	C1.1 Form of Offer and Acceptance	
	C1.2 Contract Data	
	C1.3 Performance Guarantee	
	C1.4 Form of Occupational Health and Safety Act 1993	
	C2.2 Bill of Quantities	
5	Annexes	





# **Maintenance and Repairs of Mechanical Assets For 24 Month Period at Airports Company South Africa's King Shaka International Airport**

**TENDER REF. No: RFQ27370**

**T2.2: RETURNABLE SCHEDULES**

## T2.2 Returnable Schedules

### **FORM A1. Record of Addenda to Tender Documents**

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

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

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

## **Form A2: 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 F2.13.4.

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 UTN6262/2019 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)



Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....



## **FORM A3. 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 AUTHORIZED SIGNATORY
Lead partner		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



## **Form B1 to Form B5: Certificates**

**Attach the following Certificates to this page:**

- B1: Proof of registration for Contractor's WCA registration**
- 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: Names and identity numbers of Directors**
- B5: Certificate of Incorporation**
- B6: Declaration of Interest Form**

## **Form C1: Enterprise Questionnaire**

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

**Section 1: Name of enterprise** .....

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

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

**Section 4: Particulars of sole proprietors and partners in partnerships**

**Name\*** .....

**Identity number\*** .....

**Personal income tax number\*** .....

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

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

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

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

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

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

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

<b>Status of service:</b>	<b>Current</b>	<b>Within last 12 months</b>
<b>(tick appropriate column)</b>		

\*insert separate page if necessary

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

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



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

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

**Name of spouse, child or parent**

.....  
.....

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

.....  
.....

**Status of service:**

**Current**

**Within last 12 months**

**(tick appropriate column)**

\*insert separate page if necessary

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

- (i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- (ii) confirms that 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;
- (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

.....

Tenderer

.....

## **FORM C2: 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 C3. CVs and Experience of Key Staff**

*(Attach CV's of project personnel to this page)*

*Compulsory CV's are required for the following: Site Manager, Lift mechanics and technical assistants*

**CV's must at least contain the information as set out below:**

SITE MANGER MANAGER	
<b>Name:</b>	
<b>Surname:</b>	
<b>Nationality:</b>	
<b>Date of Birth:</b>	
<b>Current Residence:</b>	
<b>Name of current position in tendering enterprise:</b>	
<b>Qualifications: (Degrees, Diplomas, Grades of membership of professional societies and professional registrations)</b>	
<b>Overview of post graduate working experience</b> <i>(year, organisation and position)</i>	
OUTLINE OF RECENT PROJECTS / EXPERIENCE THAT HAS A BEARING ON THE SCOPE OF WORK	
Project Description and VALUE	Duration of project (e.g. 2001 – 2005)

**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 F3.11



**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.

Signature .....

Date .....

MILLWRITGH/ARTISANS (Make copies to complete for all required)	
<b>Name:</b>	
<b>Surname:</b>	
<b>Nationality:</b>	
<b>Date of Birth:</b>	
<b>Current Residence:</b>	
<b>Name of current position in tendering enterprise:</b>	
<b>Qualifications: (Degrees, Diplomas, Grades of membership of professional societies and professional registrations)</b>	
<b>Overview of post graduate working experience (year, organisation and position)</b>	
OUTLINE OF RECENT PROJECTS / EXPERIENCE THAT HAS A BEARING ON THE SCOPE OF WORK	
Project Description and VALUE	Duration of project (e.g. 2001 – 2005)

(Attach CV's of project personnel to this page)

#### 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.

Signature .....

Date .....

<b>TECHNICAL ASSISTANTS</b> (Make copies to complete for all required)	
<b>Name:</b>	
<b>Surname:</b>	
<b>Nationality:</b>	
<b>Date of Birth:</b>	
<b>Current Residence:</b>	
<b>Name of current position in tendering enterprise:</b>	
<b>Qualifications: (Degrees, Diplomas, Grades of membership of professional societies and professional registrations)</b>	
<b>Overview of post graduate working experience (year, organisation and position)</b>	
<b>OUTLINE OF RECENT PROJECTS / EXPERIENCE THAT HAS A BEARING ON THE SCOPE OF WORK</b>	
<b>Project Description and VALUE</b>	<b>Duration of project</b> (e.g. 2001 – 2005)

*(Attach CV's of project personnel to this page)*

#### **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.

Signature .....

Date .....

## **FORM C6. Proposed Construction Programme- N/A**

**Attach Proposed Construction Programme here**

**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 F3.11

The undersigned, who warrants that he / she is duly authorised 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 C7: Schedule of Information to be provided by Tenderer**

### **1. Company details:**

Registered Address:  
Contact Person:  
Telephone:  
Fax:

### **2. Shareholders**

Names/Percentages of holdings:

### **3. Bankers**

Name of Account Holder:  
Bank:  
Branch:  
Account Number:  
Bank and branch contact details:

### **4. Turnover**

Approximate turnover for each of the past three years:

2017: .....  
2018: .....  
2019: .....

### **5. Management and Manpower Resources**

Supervisors: .....  
Labourers: .....  
Other: .....

Name of Supervisor to be allocated to this contract:.....

### **6. Construction Equipment (Value in R)**

Equipment owned by Company: .....  
Own workshop/stores (location): .....

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....





## **Form C8: Proposed Amendments and Qualifications**

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

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

<b>Page</b>	<b>Clause item</b>	<b>or</b>	<b>Proposal</b>

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

## **Form C9: Requirements of Government's Programme for Broad-Based Black Economic Empowerment**

### **(a) Contract Participation Targets**

Contract participation is a process by which the Employer implements Government's policies on Black Economic Empowerment and small contractor development. The Employer sets targets for construction by specified entities the rand value for which is based on the goods, services and work undertaken by the specified entities and measured as a percentage of the contractor's tender sum (excluding VAT). The contractor is obliged to commit to the targets set by the Employer. For this contract the targets are as follows:

In this contract the minimum target values, based on a contract value of R \_\_\_\_\_ is as follows:

CLAUSE	ITEM	PERCENTAGE/ Number	MONETARY VALUE
C3.7.3.4	Use of unskilled Local Labour	5% Unskilled Local Labour	
C3.7.3.5	Employ 2x Trainees (Trainees must be studying towards a Built Environment Qualification)	2	

### **(b) Contract Participation Goals (CPG)**

The contractor is encouraged to participate in the Employer's commitment to achieving Government's empowerment objectives by itself committing to perform beyond the set targets.

### **(c) Measurement of performance**

The contractor's participation performance will be measured monthly in order to monitor the extent to which he is striving to reach the contract participation goal (CPG) specified in his tender.

The contractor's monthly participation performance towards the CPG will be calculated as the sum of labour and SMME/BE achieved."

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

**SBD 4**



## **C10. DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number:  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company Registration Number:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number: .....

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

<sup>1</sup>"State" means –

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

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



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

2.7.1 If so, furnish the following particulars:

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

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

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

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

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

### 4 DECLARATION

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

## **C11. 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 not to exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for 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
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

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

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

### **2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a



code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for 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 (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	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:

- What percentage of the contract will be subcontracted.....% (Note bidders must subcontract minimum 30%)
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- 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 least 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



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

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**SBD 6.2**

## **C12. 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>
Fabricated Structural Steel	100%

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.

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

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

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

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

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

**NB**

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

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

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

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

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

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





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

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

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

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

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

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

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

### **C13. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? <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>  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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <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>	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**

Js365bW

**SBD 9**

## C14. 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.

**SBD 9**

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.
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.

<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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2



## **C1.1 FORM OF OFFER AND ACCEPTANCE**

### **1. OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

THE MAINTENANCE AND REPAIRS OF PASSENGER LOADING BRIDGES, GROUND POWER UNITS AND AIRCRAFT DOCKING SYSTEMS FOR A PERIOD OF TWO (2) MONTHS AT KING SHAKA INTERNATIONAL AIRPORT.

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

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

### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS**

..... Rand (in words);

R..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the **Tenderer**:

Signature:.....

Name:.....

Capacity:.....

Name and address of organisation:

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

Name and signature of witness:

Signature:.....

Name:.....

Date:.....







## 2. ACCEPTANCE

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

The terms of the contract are contained in:

Part C1 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall, within two weeks after receiving a completed copy of this Agreement including the Schedule of Deviation (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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the **Employer**:

Signature:.....

Name:.....

Capacity:.....

Name and address of organisation:

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





Name and signature of witness:

Signature:.....

Name:.....

Date:.....

### 3. SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1. Subject .....

Details

2. Subject .....

Details

3. Subject .....

Details

4. Subject .....

Details

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

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





For the Tenderer

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

Name and address of organization

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

For the Employer

Signature(s) .....

Name(s).....

Capacity.....

Name and address of organization

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

Witness Signature.....

Witness Name .....

Date .....

#### 4. CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (day)

of ..... (month)

20..... (year)

at ..... (place)

For the Contractor:

Signature .....

Name .....

Capacity .....

Signature and name of witness:

Signature .....

Name .....



## **C1.2 CONTRACT DATA (PART 1)**

The Conditions of Contract are the General Conditions of Contract for Construction Works (3<sup>rd</sup> Edition 2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

### **PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Description								
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.								
1.1.1.15 1.2.1.2	<p>The name of the Employer is Airports Company South Africa (ACSA)</p> <p>The Employer’s address for receipt of communications and notices is:</p> <table><tr><td>Telephone:</td><td>032 436 6198</td><td>Facsimile:</td><td>N/A</td></tr><tr><td>Address (Postal):</td><td>La Mercy King Shaka 4407</td><td>Address (Physical):</td><td>La Mercy King Shaka 4407</td></tr></table>	Telephone:	032 436 6198	Facsimile:	N/A	Address (Postal):	La Mercy King Shaka 4407	Address (Physical):	La Mercy King Shaka 4407
Telephone:	032 436 6198	Facsimile:	N/A						
Address (Postal):	La Mercy King Shaka 4407	Address (Physical):	La Mercy King Shaka 4407						
1.3.2	The governing law is the law of the Republic of South Africa.								
3.2.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of the following functions or duties:</p> <p>The issuing of a variation order in terms of Clause 6.3.2.</p> <p>Nomination of Engineer’s Representative in terms of Clause 3.2.1.</p> <p>Engineer’s authority to delegate in terms of Clause 3.2.4.</p> <p>Non-working times in terms of Clause 5.8.1.</p> <p>Suspension of the Works in terms of Clause 5.11.1.</p> <p>Acceleration instead of extension of time in terms of Clause 5.12.4.</p>								
4.3.2	If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.								
4.4 4.4.1 4.4.2 4.4.3	<p>Subcontracting</p> <p>The Contractor shall not subcontract the whole contract.</p> <p>The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were responsible for the acts, defaults or negligence of the Contractor.</p> <p>The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a</p>								

Clause	Description														
4.4.4	<p>procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.2.</p> <p>Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.</p>														
4.4.5	In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.3 shall be assigned to the Engineer upon such an instruction by the Employer.														
5.2.1	The Commencement date shall be the date of Confirmation of Receipt referred to in the form of offer and Acceptance.														
5.3.1	<p>The documentation required before commencement with the Works execution is:</p> <ol style="list-style-type: none"> <li>1. Performance Guarantee (Clause 6.2)</li> <li>2. Letter of Good Standing (Clause 6.2)</li> <li>3. Insurance (Clause 8.6)</li> <li>4. Initial Programme (Clause 5.6)</li> <li>5. Occupational Health and Safety Agreement</li> <li>6. Occupational Health and Safety Plan (Clause 4.3)</li> </ol>														
5.3.2	The time to submit documentation from commencement date is fourteen (14) days														
5.4.2	<p>Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site</p>														
5.8.1	<p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1. All Gazetted public holidays falling outside the year end break</li> <li>2. The year-end break commencing on 13 December 2019 until 12 January 2020.</li> </ol>														
5.12.2.2	<p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.</p> <p>However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:</p> <table> <tr> <td>January</td><td>2 days</td></tr> <tr> <td>February</td><td>2 days</td></tr> <tr> <td>March</td><td>1 days</td></tr> <tr> <td>April</td><td>1 days</td></tr> <tr> <td>May</td><td>0 days</td></tr> <tr> <td>June</td><td>0 days</td></tr> <tr> <td>July</td><td>0 days</td></tr> </table>	January	2 days	February	2 days	March	1 days	April	1 days	May	0 days	June	0 days	July	0 days
January	2 days														
February	2 days														
March	1 days														
April	1 days														
May	0 days														
June	0 days														
July	0 days														



Clause	Description
	<p>August 0 days September 0 days October 1 days November 1 days December 2 days</p> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p>
5.13.1	The penalty for failing to complete the Works is R 750.00 per calendar day.
5.16.3	The latent defects period is <b>5</b> years.
6.2.1	<p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an <b>Insurance Company</b> or <b>Bank</b> as security. <b>The said Company or Bank shall be subject to approval by the Employer.</b></p> <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The Performance Guarantee shall be ten per cent (10%) of the Tender Price.</p>
6.2.2	Delete Clause 6.2.2 in its entirety
6.2.3	The expiry date shall be the date, of the issue by the Engineer, of the Certificate of Completion of the Works.
6.5.1.2.3	The percentage allowance to cover overhead charges is <b>10%</b> .
6.8.2	<p><i>Add the following to Clause 6.8.2:</i></p> <p>The Contract Price shall <b>not</b> be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.</p>
6.8.3	Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.
	<p>Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0,15.</p> <p>The values of the coefficients are: a = 0,20 b = 0.25 c = 0.50 d = 0.05</p> <p>The base month is one month prior to the month in which the tender closed.</p> <p>In addition, the Contract Price Adjustment Schedule shall be amended as follows:</p> <p>"L" is the "Labour Index" and shall be the Consumer Price Index (CPI per Province) for the National Province wherein the larger part of the Site is located, as published in the Statistical News Release, P0141 Table A of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the Producer Price Index for Civil engineering plant as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.</p>

Clause	Description
	<p>"M" is the "Materials Index" and shall be the Producer Price Index for materials for Building and construction – Civil engineering as published in the Statistical News Release P0142.1, Table 11 of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the Producer Price Index for Diesel at wholesale level – Coast as published in the Statistical News Release P0142.1, Table 12 of Statistics South Africa.</p>
6.8.4	<p><i>Add the following to Clause 6.8.4:</i></p> <p>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.</p>
6.9.2	<p><i>Substitute Clause 6.9.2 with the following:</i></p> <p>The expression "materials" used in this Clause shall only include pipe material, manhole shafts, cover slabs and covers and frames, all of which are to be permanently built into and incorporated in the Works.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> of the manufacturing or purchase cost.</p> <p>Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable session forms.</p>
	<p><i>Add the following to Clause 6.10.1.5:</i></p> <p>Only the following material shall be claimed for advance on materials on site:</p> <p>Bricks</p> <p>Material ordered coupled to a lead time</p>
6.10.3	<p><i>Add the following to Clause 6.10.3:</i></p> <p>Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount limited at <b>10%</b> of the said amounts due to the contractor. A guarantee in lieu of retention is not permitted.</p>
6.10.4	<p><i>Add the following to clause 6.10.4:</i></p> <p>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is <b>R 0.00 (Nil)</b>.</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is <b>10% of the tender amount (excl. VAT)</b>.</p>
8.6.1.3	<p><i>Add the following to Clause 8.6.1.3:</i></p> <p>The limit of indemnity for liability insurance is <b>R 5 000 000</b> for any single claim – the number of claims to be unlimited during the construction and defects liability periods.</p>
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <p>Insurance of Construction 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.</p>

Clause	Description
	<p>Insurance in terms of the provisions of the Compensation of Occupational Injuries and Diseases Act No. 130 of 1993.</p> <p>Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.</p> <p>Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p>
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in Part C1.6 Insurance Broker's Warranty.
9.2.1	Add the following to Clauses after Clause 9.2.1.3.8:
9.2.1.3.9	The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
9.2.1.3.10	An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefitted the contractor.
10.5.3	The number of ad-hoc Adjudication Board Members to be appointed is 1 (one).
11.	<p><b>ADDITIONAL CONDITIONS OF CONTRACT</b></p> <p><i>Add the following clause after clause 10:</i></p> <p>Details to be confidential</p> <p>The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any participants thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.</p>

## **C1.2 CONTRACT DATA (PART 2)**

### **PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Description									
1.1.1.9	The name of the Contractor is ..... ..... <i>[Enter the Legal name of the Contractor].</i>									
1.2.1.2	The Contractor's address for receipt of communications and notices is: Telephone: ..... Facsimile: ..... E-mail : ..... Address (Postal) : ..... Address (Physical) : ..... ..... .....									
1.1.1.14	The time for completing the Works is ..... days/weeks/months The time for completing the Works as set out in the Scope of Works is within .....days/weeks/months.  The whole of the Works shall be complete within ..... days/weeks/months									
6.5.1.2.3	The percentage allowance to cover all overhead charges for work executed on a daywork basis is: Labour .....% Materials .....%									
6.8.3	The variation in cost of special materials is: <table border="1"> <thead> <tr> <th>Type of Material</th><th>Unit</th><th>Rate or Price</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Type of Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....
Type of Material	Unit	Rate or Price								
.....	.....	.....								
.....	.....	.....								

## **C1.3 PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

### **GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means

Physical address

“Employer” means AIRPORTS COMPANY SOUTH AFRICA (ACSA)

“Contractor” means

“Engineer” means

“Works” means **CONTRACT NO. RFQ25219, The Maintenance and Repairs Passenger Loading Bridges, Ground Power Units and Aircraft Docking Systems For a Period of Two(2) Months at King Shaka International Airport.**

“Site” means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract.

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue by the Engineer of the Certificate of Completion of the Works.

### **CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

### **FIXED PERFORMANCE GUARANTEE**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. The Guarantor hereby acknowledges that:
  - 4.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 4.2 its obligation under this Performance Guarantee is restricted to the payment of money.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 5.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 5.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 5.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
6. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 6.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 6.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 6.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
7. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
8. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
9. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
10. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
11. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.



12. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
13. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
14. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
15. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2) .....



## **C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE AIRPORTS COMPANY SOUTH AFRICA (ACSA) (HEREINAFTER CALLED THE “EMPLOYER”) AND**

..... ,  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, ....., representing  
....., as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated there under.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed and sworn to before me at ..... on this ..... day of ..... 20.....

.....  
**Witness**

.....  
**Mandatory**

Signed and sworn to before me at ..... on this ..... day of ..... 20.....

.....  
**Witness**

.....  
for and on behalf of  
**ACSA**





## OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.



## **PART C2: PRICING DATA**

**C2.1      Pricing Instructions**

**C2.2      Bills of Quantities**



## **C2.1 PRICING INSTRUCTIONS**

- C2.1.1** Measurement and payment shall be in accordance with Clause 8 of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section “Applicable SANS 1200 standardised specifications”.
- C2.1.2** Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.3** The clauses in a specification in which further information regarding the Bill item can be obtained appear under “Reference clause” in the Bills of Quantities. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
- C2.1.4** Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste.
- C2.1.5** The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
- C2.1.6** The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.7** It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org](http://www.stanza.org) or [www.iso.org](http://www.iso.org) for information on standards).
- C2.1.8** Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- C2.1.9** A price or rate is to be entered against each item in the Schedule/Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- C2.1.10** Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- C2.1.11** The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows :



ha	=	hectare	h	=	hour
kℓ	=	kilolitre	kg	=	kilogram
km	=	kilometre	kW	=	kiloWatt
km-pass	=	kilometre pass	MN	=	MegaNewton
kPa	=	kiloPascal	MN.m	=	MegaNewton-metre
ℓ	=	litre	%	=	per cent
m	=	metre	PC sum	=	Prime Cost sum
mm	=	millimetre	Prov sum	=	Provisional sum
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	R/only	=	Rate only
m <sup>3</sup>	=	cubic metre	sum	=	lump sum
m <sup>3</sup> .km	=	cubic metre-kilometre	t	=	ton (1 000 kg)
MPa	=	MegaPascal	W/day	=	Work day

**C2.1.12** The Tenderer must price each item in the Bills of Quantities in **BLACK INK**.

**C2.1.13** All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.

**C2.1.14** While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.



## **C2.2 BILL OF QUANTITIES**

### BILL OF QUANTITIES



## SUMMARY OF BILL OF QUANTITIES

**AIRPORTS COMPANY**  
SOUTH AFRICA

ITEM DESCRIPTION	TOTAL
Induction and Permits (based on the proven costs)	R 6 000
Safety File	R
Site Establishment	R
<b>TOTAL</b>	R

### PRICING SCHEDULE B: MAINTENANCE COST

Maintenance cost to include cost of PPE, Consumables and tools.

Item	Frequency	Unit Cost	Number of units	Annually
Quartley service of Motrex	4		2	R
Quarterly Service of Trolley pushers	4		10	R
Annual Service of Trolleys	1		1800	R
<b>TOTAL</b>				R

### PRICING SCHEDULE C – FLEET MANAGEMENT AND OTHER MECHANICAL ASSETS

Descriprion	Rate Per Hour	Hours	Monthly	Annually
Site Supervisor	R	160	R	R
Mechanic	R	160	R	R
Assistant Mechanic	R	160	R	R
<b>TOTAL</b>				R


**AIRPORTS COMPANY**  
 SOUTH AFRICA

**PRICING SCHEDULE D: HDG**

Item	Unit price	Number of units	Line price
Hot dip galvanizing of trolleys	R	1800	R

**PRICING SCHEDULE D: Provision for Spares(Including Mark Up)**
**Bidder to complete**

Value of Item or Services	**Mark-up (Contractor to fill in) (Y)	Spares amount for budget purposes *Z*	Total mark-up values to be budgeted- (Contractor to fill in)  = (Z x Y) + Z
R0 - R2,000	%	R20 000.00	R
R2,001 - R5,000	%	R50 000.00	R
R5,001 - R10,000	%	R80 000.00	R
R10,001 - R50,000	%	R200 000.00	R
<b>Sub-total C (Third party Mark-up)</b> (Note: Should be part of the form of offer and acceptance)			R

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.





**AIRPORTS COMPANY**  
SOUTH AFRICA

#### Pricing Schedule E - Labour Rate for ADHOC Call out

Description	Rate per hour	Overtime Including Saturday	Sundays and Public Holidays
Site Supervisor	R	R	R
Mechanic	R	R	R
Assistant	R	R	R
Millwright	R	R	R
Technical Assistant	R	R	R

The rates to includes travelling costs.

#### 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.

#### Summary Pricing Schedule

Description		Price
A	Preliminary Cost	R
B	Maintenance Cost for Trolleys	R
C	Fleet Management and Other Mechanical Assets	R
C	Hot Dip Galvanizing	R
C	Provision for Spares (paid on the proven costs)	R 200 000
<b>Total Excluding VAT</b>		<b>R</b>
<b>VAT (15%)</b>		<b>R</b>
<b>Total Inclusive of VAT</b>		<b>R</b>



.....  
SIGNATURE OF TENDERER

.....  
DATE

## **PART C3: SCOPE OF WORKS**

- C3.1 Description of the Works**
- C3.2 Engineering**
- C3.3 Procurement**
- C3.4 Construction**
- C3.5 Management**
- C3.6 Occupational Health and Safety Specification**
- C3.7 Environmental Management**
- C3.8 Annexes**

### **C3.1: DESCRIPTION OF THE WORKS**

#### **C3.1.1 EMPLOYER'S OBJECTIVES**

Maintenance and Repairs of Mechanical Assets For 24 Month Period at Airports Company South Africa's King Shaka International Airport

#### **C3.1.2 OVERVIEW OF THE WORKS**

Maintenance and Repairs of Mechanical Assets For 24 Month Period at Airports Company South Africa's King Shaka International Airport

#### **C3.1.3 EXTENT OF THE WORKS**

<b>1. Background and Scope of Works</b>
<p>This purpose of this business case is to source a qualified, competent and experienced service provider that will maintain and repair the trolleys, trolley movers and all vehicles in accordance with the original equipment manufacturer's recommendation and ACSA policies.</p> <p>KSIA is equipped 1800 trolleys that are used by passengers to move their luggage with ease, the OEM for trolleys is Wanzl. Trolley operators use trolley movers to move a bulk of trolleys to their respective stations. There are 10 x Quick kart M3 trolley movers which are manufactured by Dane Technologies. These have been in operation since the opening of KSIA, none of them are still under OEM warranties, however with proper preventive maintenance they can still last for the next five years of the contract without the need for replacement.</p> <p>The company has a number of vehicles that are used for operation and to conduct maintenance in the airport. Though the vehicles are under service plan and warrantee, they require minor maintenance that includes but not limited to oil change, change of tyres, licence disc renewals as well as facilitating the service and/or maintenance of vehicles. A team will be required to be on site full time for this contract.</p> <p><b>Value drivers:</b> Number of equipment, scope of work, spares costs, preventive maintenance frequency, number of onsite resources and previous service costs.</p>

## **DESCRIPTION OF THE WORKS**

### **Executive overview**

The objective of this business case is to ensure that King Shaka International Airport is equipped with a suitable service provider that will maintain and repair mechanical assets a period of 24 months in a sustainable manner and at a lowest cost while ensuring compliance to general safety and aviation related legislation.

### **Employer's requirements for the service**

The Contractor will maintain trolleys, trolley movers motrecks and vehicles at King Shaka International Airport All these assets are movable assets. The Contractor will be appointed directly by Airports Company South Africa. All work to be done by a competent team that includes a mechanic and technical assistant. The work shall include preventive maintenance, corrective maintenance, fault finding and reporting. The target equipment availability shall be 99.5%, failure to achieve this availability may attract low service damages.

### **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 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.

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 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. 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 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).

## **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 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 were 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 22:30** for every day of the year.

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 service maintenance interval.

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
- 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
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- 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, check sheets, 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:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. maintenance plan for the next service
4. Asset register up to date including equipment data
5. Root cause analysis records
6. Safety/Environmental or legislative issues and compliance
7. Outstanding maintenance issues

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

### **Permits**

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

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

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

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

Permit	Required by/for	Department
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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

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

#### **Proof of compliance with the law**

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

#### **Health and safety**

##### **Health and safety requirements and procedures**

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

#### **Cell phones and two-way radios**

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

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

#### **Protection of the public**

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

#### **Barricades and lighting**

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

#### **Enterprise and Supplier Development Initiatives**

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

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

### **C3.2.1 Definition of a Targeted Enterprise**

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

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

### C3.2.2 Participation of Targeted Enterprise(s)

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

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

### C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

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

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

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

### ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Site information	Annex B
Risk assessment	Annex C
Service Level Agreement	Annex D
OHS Act Appointment by Contractor	Annex E
Minimum Maintenance Programme	Annex F
Environmental Terms and Conditions	Annex G
Spares List	Annex H
Internal and external factors outside the contractor's control	Annex I

## Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
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ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
OEM	Original Equipment Manufacturer
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety, Health and Environment

## RETURNABLES DOCUMENTS

The tenderer must complete the following returnable documents:		Completed (tick)
<b>1</b>	<b>Returnable Schedules required for tender evaluation purposes only</b>	
	A4: Certificate of Attendance at Briefing session	
	A5: Record of Addenda to Tender Documents	
	A6: Certificate of Authority for Signatory	
	A7: Certificate of Authority for Joint Ventures (where applicable)	
	A8: Schedule of the Tenderer's Recent Experience related to this Project	
	A9: Completion Certificates of Previous Projects Completed	
	A10: Client reference letters on clients' letterhead of Previous Projects Completed	
	A11: Proof of Contract Values of Previous Projects Completed	
	A12: Schedule of Current Commitments	
	A13: SBD 4: Declaration of Interest	
	A14: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A15: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	
	A16: SBD 8: Declaration of Bidder's past supply chain management practices	
	A17: SBD 9: Certificate of independent bid determination	
<b>2</b>	<b>Other documents required only for tender evaluation purposes</b>	
	B5: Proof of registration for Contractor's WCA registration and or COID	
	B6: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
	B7: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
	B8: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B9: Central Supplier Database (CSD) proof of registration.	
<b>3</b>	<b>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	

#### **C3.1.4 LOCATION OF WORKS**

The site is situated at the King Shaka International Airport in Durban, KwaZulu Natal

It is required of the contractor to familiarise themselves with the area.

### **C3.5: MANAGEMENT**

The contract will be managed by the NEC3 term service contract.

### **C3.6: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

- Attached specification is example only.





## **C3.8: ANNEXES**

## ANNEX A: LOCALITY PLAN

Terminal

### **PART C4: SITE INFORMATION**

- C4.1 Site Inspection
- C4.2 Nature of Physical Conditions on Site
- C4.3 Existing Underground Services

## **C4: SITE INFORMATION**

### **C4.1 SITE INSPECTION**

The Tenderer shall be deemed to have examined the site conditions, restricted nature of working Space, limited means of access to site and the conditions under which the work is to be done and acquainted himself with any limitations or restrictions that may be imposed upon him during the compulsory site visit/clarification meeting and is to provide for any additional costs involved thereby.

No claim will be recognised after submission of a tender on the grounds of a lack of knowledge of any of the foregoing.

### **C4.2 NATURE OF PHYSICAL CONDITIONS ON SITE**

The Contractor shall familiarise himself in all respects with the physical conditions on site and the surroundings.

No trial pits were dug on site and no soil profiles were available at tender stage.

It is the Contractor's responsibility to supply and deliver all materials that comply with the minimum standards as well as the building and maintaining of access roads to the works on site, haul areas and dump/spoil sites.

No additional payment will be applicable to the abovementioned other than the relevant items in the bills of quantities.

### **C4.3 EXISTING UNDERGROUND SERVICES**