



# TENDER DOCUMENT

FOR

**PEST CONTROL SERVICES FOR THE ERADICATION OF  
VERMIN - RATS AND MOLES AT CAPE TOWN  
INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3)  
YEARS**

**Tender Reference Number: CTIA6796/2022/RFP**

**MARCH 2022**

**Issued by**

Airports Company South Africa  
Cape Town International Airport

**Note:**

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

## VOLUME 1

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

## TENDERER'S DETAILS

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



### RFP Timelines

<b>Bid Invitation</b>	<b>23<sup>rd</sup> March 2021</b>
<b>Non-Compulsory Briefing Session</b>	<b>MICROSOFT TEAMS MEETING – Please send your e-mail address to: <a href="mailto:ctiatender.admin@airports.co.za">ctiatender.admin@airports.co.za</a> and state the Tender reference number Briefing Session: 01<sup>st</sup> April 2022 @ 10h30</b>
<b>Enquiries closing Date and time</b>	<b>11<sup>th</sup> April 2022 @ 12h00</b>
<b>RFP submission closing Date and time</b>	<b>22<sup>nd</sup> April 2022 @ 12h00</b>

<b>TENDER FOR PEST CONTROL SERVICES FOR THE ERADICATION OF VERMIN - RATS AND MOLES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3) YEARS CTIA6796/2022/RFP</b>	
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## T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOC Ltd invites tenders for

**TENDER FOR PEST CONTROL SERVICES FOR THE ERADICATION OF VERMIN - RATS AND MOLES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3) YEARS CTIA6796/2022/RFP**

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

### 1. Briefing session

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

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

Date for the non-compulsory session is **01<sup>st</sup> April 2022 @ 10h30**

### 2. Tender Documents

**The tender documents will be available from the 23<sup>rd</sup> March 2022 - electronic copies of the tender documents will be available for download on the ACSA (Airports Company South Africa) and E-TENDER website [www.etender.gov.za](http://www.etender.gov.za) during the same period.**

**If applicable - the initiative will also be advertised on the CIDB website - No hard copy bid documents will be issued by Airports Company South Africa**

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

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

### 3. Submission of bid documents

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

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



#### 4. Closing Date

The closing time for receipt of tenders is (South African Time). Tenders must be placed inside the **Tender box**, which will be 22<sup>nd</sup> April 2022 @ **12h00**

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

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

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

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

#### 5. Enquiries and Contact Information

All enquiries are to be addressed to the e-mail address: [ctiatender.admin@airports.co.za](mailto:ctiatender.admin@airports.co.za)

#### 6. Procurement Procedures

Open Tender with Competitive selection will be used.

#### 7. Pre-Qualification Criteria

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

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

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

- A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.
- Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.
- Valid BBBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation.
- A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.



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

## **8. Mandatory Administration Requirements**

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

- Full completed and signed Form of Offer and Acceptance (C1.1) (Found in the NEC3 contract document)
- Tenderers must complete and sign the declaration of interest form (SBD4)
- Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA

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

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

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

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

***In the event that a willing and participating bidder does not qualify on the above Mandatory criteria you will be disqualified and will not progress to the Functionality/Technical Phase of the evaluation process.***

***This is a gated/hurdled evaluation procedure.***

## **9. Evaluation**

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

- a. ACSA will score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.
- b. No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the Tender data and summarised in the table below.



- c. Only tenderers scoring at least the minimum threshold points of 60 out of 100 for each criterion and sub criterion of functionality will be considered for further evaluation on Price and BBB-EE. They will be evaluated further in terms of the 80/20 preference points system described below.

- i. Price and BBB-EE 80 / 20 preference points system)

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

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](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.
F.1.2	<p>The Bid documents issued by the Employer comprise:</p> <p><b>Part T1-Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender  T1.2 Standard Conditions of Tender  T1.3 Tender data  T1.4 Evaluation procedure and criteria</p> <p><b>Part T2- Returnable documents</b></p> <p>T2.1 List of returnable documents  T2.2 Bid Schedules (Included in T2.1)</p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Insurance Schedule  C1.4 Occupational Health and Safety Agreement  C1.5 ACSA Terms and Conditions of Bid</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions  C2.2 Activity Schedules</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> <p>Annexure A: Copy of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts <b>N/A</b>  Annexure B: Copy of CIDB Standard for Developing Skills Through Infrastructure Contracts <b>N/A</b>  All Annexures – up to and including Annexure X</p>
F.1.4	<p>The Employer's SCM agent is:  Name: <b>Graham Mitchell</b></p> <p>The Employers contract owner is:  Name: <b>Khwezi Mahlangu</b></p>

Clause Number	Tender Data
F.1.6	<ol style="list-style-type: none"> <li>1. ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties.</li> <li>2. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the lowest priced or not.</li> <li>3. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the highest scored (in terms of F.3.11) or not.</li> <li>4. ACSA reserves the right to cancel this tender at any time.</li> <li>5. A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract.</li> </ol>
F.2	<b>Tenderers Obligations</b>
F.2.1	<p>Only those tenderers who satisfy the following Prequalification criteria and Mandatory Administrative Requirements are eligible to submit tenders:</p> <p style="text-align: center;"><b>1. Pre-Qualification Criteria</b></p> <p>If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-</p> <p>Therefore - to advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be accepted:</p> <p><b>(a) tenderer having a stipulated minimum B-BBEE status level 1, level 2 or level 3;</b></p> <p>A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.</p> <p>Please note in the event of a joint venture (JV) a valid consolidated BBEE verification in the name of the JV shall be submitted.</p> <p>Valid BBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation.</p> <p>A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.</p> <p><b><i>In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress</i></b></p>

Clause Number	Tender Data
	<p><b><i>to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.</i></b></p> <p>Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.</p> <p>Valid BBBEE certificate or sworn affidavit for both the main contractor and subcontractor must be submitted for this evaluation.</p> <p><b><i>In the event that a willing and participating bidder does not qualify on the above Pre-Qualification criteria you will be disqualified and will not progress to the Mandatory Phase of the evaluation process. This is a gated/hurdled evaluation procedure.</i></b></p> <p><b>2. Mandatory Administration Requirements</b></p> <p>Bids that do not meet any one of the following requirements (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:</p> <ul style="list-style-type: none"> <li>• Signed form of offer and acceptance (C1.1) Found in the NEC3 contract document.</li> <li>• Tenderers must complete and sign the declaration of interest form (SBD4).</li> <li>• Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA.</li> </ul> <p style="text-align: center;"><b>NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).</b></p> <p style="text-align: center;"><b>NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</b></p>
F.2.7	<p>The arrangements for a non-compulsory briefing session are as stated in the <i>Tender Notice and Invitation to Tender</i>.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be accepted only from those tendering entities appearing on the attendance list.</p>
F.2.13.3	<p>Each tender offer communicated on paper shall be submitted as an original plus one copy in separate and sealed envelopes as well as an electronic copy on a memory stick. Please note we require an e-mailed copy of the bid in addition to the hard copy delivery. The e-mail can be sent in multiple segments/data packets with the maximum size of 4MB/attachment to avoid the electronic submission to be truncated.</p>

Clause Number	Tender Data
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Please observe correct Sanitation protocols when delivering the hard copy Tender documents:</p> <p>Please remember to wear a face mask when entering any ACSA property – The Security will direct you for sanitization procedure before delivery</p> <p><b>Location of tender box:</b> Tender Box – Ground Floor</p> <p><b>Physical address:</b> Southern Office Block Building, Cape Town International Airport – Matroosfontein, Cape Town</p> <p><b>Identification details:</b> Reference number, title, tenderer's name and contact details must be clearly written outside the package.</p>
F.2.13.6	<p>A two-envelope procedure will <b>not</b> be followed.</p> <p>Due to Covid SARS-Cov2 Protocol – there will be no public opening or public price reading.</p>
F.2.13.9	<p>Telephonic, telegraphic, telex or facsimile tender offers will not be accepted.</p>
F.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
F.2.16	<p>The tender offer validity period is <b>120 working days</b></p> <p>ACSA reserves the right to request an extension if and when required.</p>
F.2.23	<p>The tenderer is required to submit with his tender.</p> <ul style="list-style-type: none"> <li>a) Original or certified copy of a valid Tax Clearance Pin Certificate.</li> <li>b) Any certificates requested in T2 (The list of tender returnable documents) and;</li> <li>c) Copies of relevant documents as requested in other sections of this document.</li> <li>d) A final CSD report will be drawn and scrutinised to ensure that the highest point scoring respondent is Tax Compliant.</li> </ul> <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 Regulations applicable at the time of contract award. Tenderers should keep themselves updated</p>

Clause Number	Tender Data
	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>
<b>F.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
F.3.4	<p>The tender offers will be opened at the evaluation stage PS: Tender closing formalities at the ACSA offices in accordance with <b>National Treasury Instruction No5 of 2020/2021.</b></p> <p><b>In the case where information is shared in respect of pricing and adhering to the POPIA Act it will only be shared with respondents to the bid as per the Bids Received Register only.</b>  (extract : <a href="#">ACT - POPIA</a>) Refer POPIA Annexure</p> <p><b>RECOGNISING THAT—</b></p> <ul style="list-style-type: none"> <li>• section 14 of the <u>Constitution of the Republic of South Africa, 1996</u>, provides that everyone has the right to privacy;</li> <li>• the right to privacy includes a right to protection against the unlawful collection, retention, <b>dissemination and use of personal information</b>;</li> <li>• the State must respect, protect, promote and fulfil the rights in the Bill of Rights;</li> </ul>
F.3.11	<p>Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated.</p> <p>The method for evaluation of responsive tenders shall be Method 2: Pre-Qualification, Mandatory, Functionality, Price and Preference as described under this document.</p>

## **Functionality / Technical Evaluation**

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

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

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

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Sub criteria		
COMPANY EXPERIENCE	20	Portfolio of Evidence	20	10
REFERENCES				
HUMAN RESOURCES		SKILLED STAFF :		
Contracts Manager	15	Experience	7.5	5
		Qualification	7.5	5
Site Foreman	15	Experience	7.5	5
		Qualification	7.5	5
Health and Safety Officer	15	Experience	7.5	5
		Qualification	7.5	5
METHODOLGY Resource Plan/Equipment Plant and Materials	10	The bidder has demonstrated a detailed methodology on how he/she is planning to execute mole and rat eradication work. he has provided details of how he will allocate resources	10	5
CERTIFICATION Note all certificate holders need to be employed by the bidders, proof may be required by ACSA.	15	Relevant Certification provided	15	10
HEALTH AND SAFETY PLAN	10		10	6
<b>SCORE</b>			<b>100</b>	<b>61</b>

Evaluation Area	Evaluation Criteria	Max	Min Threshold
1. Bidder / Companies Previous Experience	<p>1. Proof of experience in mole and rat eradication maintenance or project work in the last 10 years either through new projects or maintenance work not less than R2 000 000.00 (vat excl.) for combined projects. Bidder to submit certificate of completion or reference letter in the following format.</p> <ul style="list-style-type: none"> <li>- certificate of completion or reference letter on a client letter head,</li> <li>- indicating the type of work done (Scope of Works),</li> <li>- stating the value of the project,</li> <li>- stating if the value of the project including or exclude VAT</li> <li>- stating the duration of the project and</li> <li>- Including name and contact information (phone and email) of client representative.</li> </ul> <p><b>Note: No appointment letters will be accepted</b></p> <ul style="list-style-type: none"> <li>• 3 Projects or more (20 Points)</li> <li>• <b>2 Projects (10 Points)</b></li> <li>• 0 - 1 Project (0 Points)</li> </ul>	20	10
<b>Sub-Total 1.</b>		<b>20</b>	<b>10</b>
2. Experience of key staff	<p>Proof of experience of key personnel. Attach CVs will be as follows:</p> <p><b>1. Contracts Manager (minimum 3 years in required discipline – Mole and Rat Eradication)</b></p> <ul style="list-style-type: none"> <li>• 8 Years or more (7.5 points)</li> <li>• <b>5 – 8 Years (5 Points)</b></li> <li>• 0 – 5 Years (0 Points)</li> </ul> <p><b>2. Site Foreman/Supervisor (minimum 3 years in required discipline – Mole and Rat Eradication)</b></p> <ul style="list-style-type: none"> <li>• 5 Years or more (7.5 points)</li> </ul>	7.5	5

	<ul style="list-style-type: none"> <li>• <b>3 – 5 Years (5 Points)</b></li> <li>• 0 – 3 Years (0 Points)</li> </ul> <p><b>3. Health and Safety Officer</b></p> <ul style="list-style-type: none"> <li>• 4 Years or more (7.5 points)</li> <li>• <b>2 – 4 Years (5 Points)</b></li> <li>• 0 – 2 Years (0 Points)</li> </ul>	7.5	5
	<p>Proof of qualification to be as follows.</p> <p>1. Contracts Manager</p> <ul style="list-style-type: none"> <li>• Diploma/Collage certificate or similar (7.5 points)</li> <li>• <b>N3/Matric (5 Points)</b></li> <li>• No qualification (0 Points)</li> </ul> <p>2. Site Foreman/ Supervisor</p> <ul style="list-style-type: none"> <li>• N3/matric (7.5 Points)</li> <li>• <b>Grade 10 (5 Points)</b></li> </ul> <p>3. Health and Safety Officer</p> <ul style="list-style-type: none"> <li>• National Diploma in safety/environmental management (7.5 points)</li> <li>• <b>Valid Health and Safety Certificate (5 Points)</b></li> <li>• No certificate in safety management (0 Points)</li> </ul>	7.5	5
		7.5	5
<b>Sub-Total 2.</b>		<b>45</b>	<b>30</b>
3. Methodology/Resource Plan Equipment/Plant & materials	<ul style="list-style-type: none"> <li>• The bidder has demonstrated a detailed methodology on how he/she is planning to execute mole and rat eradication work. he has provided details of how he will allocate resources</li> </ul>		

	<p>The methodology to include:  The method of treatment (moles &amp; rats), tools to be used, list of chemicals, monitoring of work, how he will store his chemicals while working on site. And how he will allocate his resources i.e., tell us how you will manage each visit in terms of the number of resources. Note: a 4 x 4 vehicle will be required to access site, this needs to be confirmed in bidder's methodology. Confirm areas to be covered per visit when treating either mole or rat. (10 points).</p> <ul style="list-style-type: none"> <li>• The Contractor provided a generic methodology of how he is planning to do mole and rat eradication work (5 points).</li> <li>• The bidder has provided no methodology or resource plan. (0 points).</li> </ul>	10	5
<b>Sub-Total 3.</b>		<b>10</b>	<b>5</b>
<p>4. Certification:  <b>Note all certificate holders need to be employed by the bidders, proof may be required by ACSA.</b></p>	<ul style="list-style-type: none"> <li>• Bidder is registered with the Department of Agriculture, Forestry &amp; Fisheries as a Pest Control Operator, in terms of Act 36 of 1947. A valid certificate needs to be attached. Bidder demonstrated two (2) or more certificates. (15 points)</li> <li>• <b>Bidder is registered with the Department of Agriculture, Forestry &amp; Fisheries as a Pest Control Operator, in terms of Act 36 of 1947. A valid certificate needs to be attached. Bidder demonstrated one (1) certificate. (10 points)</b></li> <li>• No Pest Control Operator certificate (0 points).</li> </ul>	15	10
<b>Sub-Total 4.</b>		<b>15</b>	<b>10</b>
<p>5. Health and Safety Plan</p>	<p><b><u>Requirement Description</u></b></p> <p>1. Plan indicates the relevant and specific OHS regulations and standards to be adhered to. (NB This should be precise and non-generic) Coinciding with the requirements in ACSA's Safety Specification.</p>		

	<ol style="list-style-type: none"> <li>2. Plan indicates a specific non-generic procedure of how incidents will be categorized, reported, and recorded.</li> <li>3. Plan indicates how safety risks and recorded incidents, and all other issues will be continuously communicated with Employees and improvements made.</li> <li>4. Plan indicates how incidents will be investigated and remedial actions implemented.</li> <li>5. Plan indicates an annual safety training programme relevant to the scope of work.</li> <li>6. Plan indicates who the key health and safety personnel will be and their roles.</li> <li>7. Plan indicates list of key risks per equipment category and how the risks will be managed in relation to the scope of work.</li> <li>8. Plan indicates how continuous improvement will be achieved.</li> </ol> <ul style="list-style-type: none"> <li>• Full compliance with requirement 1 – 8 indicated above (10 points)</li> <li>• <b>Full compliance with any 5 requirements as indicated above (6 points)</b></li> <li>• Full compliance with any 4 requirements or less as indicated above (0 points)</li> </ul>	10	6
<b>Sub-Total 5.</b>		<b>10</b>	<b>6</b>
<b>Grand Total</b>		<b>100</b>	<b>61</b>

Functionality hurdle breakdown (all qualifications must be SAQA accredited)

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

### Qualifications

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

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

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

**NB SCORING NOTES**

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

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

Clause Number	Tender Data
F.3.13	<p>a) In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>i. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.</li> <li>ii. the tenderer has not abused the Employer's supply chain management system; and</li> <li>iii. the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect.</li> <li>iv. The Employer/ may also request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li> </ol> <p>b) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.</p> <p>c) The bid documents shall be submitted as a whole and shall not be taken apart unless the tenderer is instructed to do so in the bid documents.</p> <p>d) The list of returnable documents (PART T2) must be completed in full. (A tenderer's company profile will not be used by ACSA to complete PART T2 on behalf of the tenderer).</p> <p>If PART T2 is not completed in full by the tenderer, his offer may be rejected.</p>
F.3.17	The number of paper copies of the signed contract to be provided by the employer is two.

## T2.1 List of Returnable Documents

### Part 1 Returnable Schedules required for tender evaluation purposes.

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

### Part 2 Other documents required for tender evaluation purposes.

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

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

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

**Part 4 Other documents that will be incorporated into THE CONTRACT**

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

## T2.2 Returnable Documents Content

### Part 1 Returnable Schedules required for tender evaluation purposes.

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

### Part 2 Other documents required for tender evaluation purposes.

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

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

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

**Part 4 Other documents that will be incorporated into THE CONTRACT**

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

**FORM A 1. CERTIFICATE OF AUTHORITY TO SIGN TENDER**

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

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

An example is shown below:

"By resolution of the board of directors taken on 20\_\_\_\_ Mr/Ms\_\_\_\_\_ has been duly authorized to sign all documents in connection with this tender for

**TENDER FOR PEST CONTROL SERVICES FOR THE ERADICATION OF VERMIN - RATS AND MOLES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3) YEARS CTIA6796/2022/RFP**

and any contract which may arise therefrom on behalf of  
(block capitals)

Signed on behalf of Company:

In his/her capacity as:

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

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Signed		Date	
Name		Position	
Tenderer			

**FORM A 2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by Joint Ventures in addition to Form A3 for each JV member.

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

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

### FORM A 3. Joint Venture Agreement

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

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

<b>Unincorporated Joint Venture (registration number for each member of the JV)</b>	
<b>Incorporated JV</b>	

Please complete the following:

Name of lead partner/member of JV	
CIPC Registration Number Please submit as <ul style="list-style-type: none"> <li>• Incorporated: Consolidated in the JV entity name</li> <li>• Unincorporated: Individual entities</li> </ul>	
VAT Registration number Please submit as <ul style="list-style-type: none"> <li>• Incorporated: Consolidated in the JV entity name</li> <li>• Unincorporated: Individual entities</li> </ul>	
CIDB Registration number Please submit as <ul style="list-style-type: none"> <li>• Incorporated: Consolidated in the JV entity name</li> <li>• Unincorporated: Individual entities</li> </ul>	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members)	
BBBEE Certificate: Please submit as <ul style="list-style-type: none"> <li>• Incorporated: Consolidated in the JV entity name</li> <li>• Unincorporated: Individual entities</li> </ul>	
CSD Report: Please submit as <ul style="list-style-type: none"> <li>• Incorporated: Registered on CSD as the JV entity</li> <li>• Unincorporated: Individual Entities</li> </ul>	
Letter of Good Standing: Please submit as <ul style="list-style-type: none"> <li>• Individual entities</li> </ul>	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	
Physical Address (also each member of the JV)	

**FORM A 4. RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title or Details</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**FORM A 5. PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

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

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

The following is a statement of work i.e.

**TENDER FOR PEST CONTROL SERVICES FOR THE ERADICATION OF VERMIN - RATS AND MOLES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3) YEARS CTIA6796/2022/RFP**

or similar works stated in the functionality evaluation requirement - etc

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

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

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

Signed		Date	
Name		Position	
Tenderer			

## **BIDDING ENTITY/ENTITIES' REFERENCE LETTERS**

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

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

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

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

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

Signed		Date	
Name		Position	
Tenderer			

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

**1. CONTRACTS MANAGER**

Make as many copies of this page as required

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

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

**SCHEDULE OF KEY PERSONNEL'S DETAILS**

**2. SITE FOREMAN**

Make as many copies of this page as required

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

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

**SCHEDULE OF KEY PERSONNEL'S DETAILS**

**3. HEALTH AND SAFETY OFFICER**

Make as many copies of this page as required

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

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

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

**1. CONTRACTS MANAGER**

Make as many copies of this page as required

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

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

The undersigned confirms that the information provided above is correct.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**  
**FORM A 10. 2. SITE FOREMAN**

Make as many copies of this page as required

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

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

The undersigned confirms that the information provided above is correct.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**

**FORM A 11. 3. HEALTH AND SAFETY OFFICER**

Make as many copies of this page as required

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

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

The undersigned confirms that the information provided above is correct.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**FORM A 12. METHODOLOGY/RESOURCE PLAN/EQUIPMENT PLANT AND MATERIALS**

- **Insert Method Statement**

**FORM A 13. PRE-BID SUBCONTRACTING AGREEMENT (if applicable)**

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

**FORM A 14. BID SPECIFIC ORGANOGRAM TO THIS TENDER**

Insert the Organogram here – Be specific to the onsite TEAM deployment.

**FORM A 15. CIDB - CONSTRUCTION INDUSTRY DEVELOPMENT BOARD N/A**

Tenderer to insert proof of a valid CIDB grading.

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

**FORM A 17. SCHEDULE OF PROPOSED SUB-CONTRACTORS (if applicable)**

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

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

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

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



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

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

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

**3. Current or within last 12 months?**

\*insert separate page if necessary

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

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

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

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

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

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

**3. Current or within last 12 months?**

\*insert separate page if necessary

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise name* \_\_\_\_\_

## **FORM A 19.      BBEE VERIFICATION CERTIFICATE**

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

The Preferential Procurement Regulations section 12 (3) states that, "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

**FORM A 20. TAX CLEARANCE PIN CERTIFICATE**

All bid submissions must have a valid original tax clearance pin certificate as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance pin certificate/s in their personal capacities.



**FORM A 21. LETTER OF GOOD STANDING WITH THE WORKERS COMPENSATION COMMISSIONER (COIDA)**

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



**FORM A 22. CSD – CENTRAL SUPPLIER DATABASE**

Please insert valid and current print-out here



**SBD4**

**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 an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.2 Identity Number.....

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

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<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



**SBD 4**

(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:

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:

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



**SBD 4**

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

2.9.1 If so, furnish particulars.  
 .....  
 .....  
 .....

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

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

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

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

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

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



**SBD 4**

**4 DECLARATIONS**

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

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

.....  
Signature Date

.....  
Position Name of bidder

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

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

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

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

**2. DEFINITIONS**

(a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of





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

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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



Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p>
--

**Introduction**

In terms of the Preferential Procurement Policy Framework Act, 5 of 2000 (PPPFA) and the regulations thereto, bids in respect of goods, services or works that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods, services or works or



locally manufactured goods with a stipulated minimum threshold for local content and production will be considered. This tender falls within a designated sector and ACSA is therefore required to stipulate the minimum threshold for local production and content. The minimum threshold for local content and production for this tender is 100% of the bid price. Any bidder who fails to meet the minimum threshold for local production and content will be disqualified from the process. To this end, bidders must complete a declaration certificate for local content and production (SBD 6.2) which is Annexure ... of this tender document. Failure to return a completed SBD 6.2 form will make a bidder liable for disqualification.

### **1. Calculation of local content and production**

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

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

Where:

X represents imported content

Y represents bid price excluding value added tax

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

## Declaration certificate for local production and content (SBD 6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the SABS approved technical specification number SATS 1286:201x.

### 2. General Conditions

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

### 3. Definitions

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



- 3.4 “Designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 3.5 “Duly Sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 3.6 “Imported Content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 3.7 “Local Content” means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 3.8 “Stipulated Minimum Threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 “Sub-Contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of service, works or goods</u>	<u>Stipulated minimum threshold</u>	
<b>Services - Vermin Eradication Rats and Moles etc</b>	100	%
<b>All Inclusive</b>		
<b>Labor</b>		

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

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



The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).



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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF RFQ No. -**

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

**NB:** The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, \_\_\_\_\_ (full names),

do hereby declare, in my capacity as

of \_\_\_\_\_ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.



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

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

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

- (d) I accept that the Airports Company South Africa SOC Ltd has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Airports Company South Africa SOC Ltd imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<p>WITNESSES</p> <p>3. ....</p> <p>4. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p>
--

**SBD 8****DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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



**SBD 9**

**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 per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<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

**SBD 9**

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



**SBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## Form C10. Occupational Health and Safety Questionnaire

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

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

5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover		
	<ul style="list-style-type: none"> <li>• General rules</li> <li>• Project rules</li> <li>• Specific task rules</li> </ul>		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans?		
	Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
<b>6</b>	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>
6.1	Have the following, involved in the execution of your work, been identified?		
	<ul style="list-style-type: none"> <li>• Hazards affecting health and safety?</li> <li>• The groups of people who might be affected?</li> <li>• An evaluation of the risk from each significant hazard?</li> <li>• Whether the risks arising are adequately controlled?</li> </ul>		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed?		
	Please list the time frame e.g. years		
6.4	For what processes/risk is personal protective equipment issued?		
	<u>Process/Risk</u>	<u>Type of PPE</u>	
	Do you have a copy of the issue lists for PPE available on request?		
<b>7</b>	<b>EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>
7.1	How do you manage your arrangements for dealing with emergencies?		
	Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting?		
	Please list institutions used for these training		
<b>8</b>	<b>RECRUITMENT OF PERSONNEL</b>	<b>YES</b>	<b>NO</b>
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment?		
	In all cases		





**Declaration**

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

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

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

**1. Company details:**

Registered Address:  
 Contact Person:  
 Telephone:  
 Fax:

**2. Shareholders**

Names/Percentages of holdings:

**3. Bankers**

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

**4. Turnover**

Approximate turnover for each of the past three years:  
 2016: .....  
 2017: .....  
 2018: .....

**5. Management and Manpower Resources**

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

Name of Supervisor to be allocated to this contract:



<b>6. Construction Equipment (Value in R)</b>
Equipment owned by Company: .....
Own workshop/stores (location): .....

Signed		Date	
Name		Position	
Tenderer			

## Form C12: Proposed Amendments and Qualifications

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			



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

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**  
(Registration No. 1993/004149/30)  
**("Airports Company")**

of  
Riverwoods Office Park  
24 Johnson Road  
Bedforview  
Johannesburg

**AND**

\_\_\_\_\_  
Registration No: \_\_\_\_\_  
" \_\_\_\_\_ "

of

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **INTERPRETATION**

In this agreement -

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

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



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

1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;

1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;

1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;

1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;

1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -

1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;

1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;

1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;

1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;

1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose



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

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

2. **INTRODUCTION**

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



3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

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

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

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



within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

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

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

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

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

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

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

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

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



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

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

7. **DURATION**

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

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

8. **TITLE**

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

8.1.1 to be proprietary to the disclosing party; and

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

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

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;



11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

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

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2022



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

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

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

**AS WITNESSES**

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

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

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2022

**NAME OF BIDDER:**

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

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

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

**AS WITNESSES**

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

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



## Form C14: POPIA ANNEXURE:

### CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential



nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



**1. SIGNATURES**

**FOR AIRPORTS COMPANY SOUTH AFRICA**

THIS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

\_\_\_\_\_

**FOR SERVICE PROVIDER**

THIS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022

\_\_\_\_\_



**AIRPORTS COMPANY SOUTH AFRICA  
CAPE TOWN INTERNATIONAL AIRPORT  
TENDER FOR PEST CONTROL SERVICES FOR THE ERADICATION OF  
VERMIN - RATS AND MOLES AT CAPE TOWN INTERNATIONAL  
AIRPORT FOR A PERIOD OF THREE (3) YEARS**

**TENDER NO: CIA6796/2022/RFP**

**CONTRACT**

**VOLUME 2**

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME:

**TENDER FOR PEST CONTROL SERVICES FOR THE ERADICATION OF VERMIN - RATS AND MOLES AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3) YEARS**

PROJECT NUMBER:

**CIA6796/2022/RFP**

**NEC 3: TERM SERVICE CONTRACT (TSC 3)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at Cape Town International Airport**

(Registration Number: 1993/004149/30)

and \_\_\_\_\_

(Registration Number: \_\_\_\_\_)

for **Term service contract for mole & rodent eradication at Cape Town International Airport (CTIA) for 3-year term contract.**

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Part C2 Pricing Data	[18]
Part C3 Scope of Works	[21]
Part C4 Site Information	[49]



Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: Maintenance of Mole and rodent eradication services at Cape Town International Airport works at for the period of 3 years.

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable 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 VAT IS:

R..... (in figures)

.....

..... (in words);

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the Bidder:

(Insert name and address of organisation)

Date

Name & signature of witness



# ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

Airports Company South Africa SOC Limited,  
Cape Town International Airport,

**For the  
Employer**



Name & signature  
of witness

Date

**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- .....
- .....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**For the Employer**

**For the Bidder**

Signature (s) .....

Name (s) .....

Capacity .....

**Name and Address** .....

.....

.....

.....

.....



.....  
*(Insert name and address of organisation)*

.....  
*(Insert name and address of organisation)*

Name &  
Signature of  
witness

Date

.....  
.....

.....  
.....

**Part C1.2a Contract Data**
**Part one – Data provided by the Employer**

The Conditions of contract are selected from the NEC3 Terms Service Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Term Service Contract which requires it.

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	<b>A: Priced contract with Activity Schedule</b> <b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating amendments)	<b>X1: Price Adjustment</b> <b>X2: Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of liability</b> <b>X19: Task order</b> <b>Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013</b>
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, applicable at Cape Town International Airport
	Address	Airports Company South Africa,  3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
10.1	The <i>Service Manager</i> is	Khwezi Mahlangu
	Address	Airports Company South Africa,  3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
	Telephone	021 937 1200
	E-mail address	Khwezi.mahlangu@airports.co.za

11.2	The <i>works</i> are	<b>Term service contract for mole &amp; rodent eradication at Cape Town International Airport (CTIA) for 3 years term contract</b> as fully detailed in the Scope of Work Part C3.
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Availability of As Built information</li> <li>• Access to Site</li> <li>• Statutory approvals and ACSA approvals</li> <li>• Site Constraints and Constructability</li> <li>• Notification of Claims</li> <li>• Financial and Procurement</li> </ul>
11.2	The <i>service Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	Cape Town International Airport – Landside and Airside
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	7(seven) business days
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	on signing of contract by ACSA.
11.2	The <i>completion date</i> is	3 years from starting date as per 30.1 or upon depletion or contract value.
30.1	The <i>access date</i> is	to be agreed with Employer before contract start date.
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 (two) weeks
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	12 (twelve) months after Completion of the whole of the <i>works</i>
43.1	The <i>defects correction period</i> is	2 (two) weeks
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	15th day of each successive month

50.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment is made is	4 (four) weeks
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time.
<b>8</b>	<b>Risks and Insurance</b>	
83.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.
83.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
<b>9</b>	<b>Termination</b>	Should the contractor not comply with the requirements of the service level agreement in Core Clause 21, the employer is entitled to terminate the works.
	<b>Data for Main Option clause</b>	
<b>A</b>	Priced contract with Activity Schedule	as detailed in Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)

W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	
<b>X1</b>	<b>Price Adjustment</b>	
<b>X1.1</b>	<b>Defined term X1</b>	<p>a) The Base Date Index (B) is the latest available index before the base date.</p> <p>(b) The Latest Index (L) is the latest available index before the date of assessment of an amount due.</p> <p>(c) The Price Adjustment Factor is the total of the products of each of the proportions stated in the Contract Data multiplied by <math>(L - B)/B</math> for the index linked to it.</p>
<b>X1.2</b>	<b>Price Adjustment Factor</b>	X1.2 If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated, and a correction included in the next assessment of the amount due.
<b>X 1.3</b>	<b>Compensation events</b>	<ul style="list-style-type: none"> <li>• Defined Cost current at the time of assessing the compensation event adjusted to base date by dividing by one plus the Price Adjustment Factor for the last assessment of the amount due and</li> <li>• Defined Cost at base date levels for amounts calculated from rates and prices in the Price List.</li> </ul>
<b>X1.4</b>	<b>Price Adjustment Option A</b>	<p>Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none"> <li>• the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the Price Adjustment Factor for the date of the current assessment,</li> <li>• the amount for price adjustment included in the previous amount due and,</li> <li>• correcting amounts, not included elsewhere, which arise from changes to indices used for assessing previous amounts for price adjustment.</li> </ul>
<b>X17</b>	<b>Low Service Damages</b>	

	Low service damages of the services are	Refer to Annexure C- Low services damages
<b>X18</b>	<b>Limitation of Liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Refer to C1.4 insurance schedule
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	Refer to C1.4 insurance schedule
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The e excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the <i>Employer's</i> property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the <i>Contractor's</i> risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul>
X19	Task Order	

<b>X19.1</b>	<b>Identified and Defined terms</b>	<p>(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time.</p> <p>(2) A Task Order is the Service Manager's instruction to carry out a Task.</p> <p>(3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work.</p> <p>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract</p>
<b>X19.2</b>	<b>Providing the service</b>	<p>X19.2 A Task Order includes:</p> <ul style="list-style-type: none"> <li>• a detailed description of the work in the Task,</li> <li>• a priced list of items of work in the Task in which items taken from the Price List are identified,</li> <li>• the starting and completion dates for the Task,</li> <li>• the amount of delay damages for the late completion of the Task and</li> <li>• the total of the Prices for the Task which is Option A used,</li> </ul>
<b>X 19.3</b>		<p>The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion. The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events</p>
<b>X19.4</b>	<b>Time</b>	<p>The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.</p>
<b>X19.5</b>	<b>Task Order Programme</b>	<p>The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.</p>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 – Z20</b>
	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	<b>Interpretation of the law</b>	

<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z2</b>	<b>Disallowed Cost</b>
<b>Z2.1</b>	<b>Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee")</b> ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)
<b>Z2.2</b>	<b>Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows</b>
<b>Z2.2.1</b>	"Disallowed Cost is cost which the Service Manager decides
<b>Z2.2.1.1</b>	is not justified by the <i>Contractor's</i> accounts and records,
<b>Z2.2.1.2</b>	should not have been paid to a Subcontractor or supplier in accordance with his contract or
<b>Z2.2.1.3</b>	was incurred only because the <i>Contractor</i> did not
<b>Z2.2.1.3.1</b>	follow an acceptance or procurement procedure stated in the Service Information
<b>Z2.2.1.3.2</b>	comply with a procedure set out in his quality plan or
<b>Z2.2.1.3.3</b>	give an early warning which this contract required him to give; and the cost of
<b>Z2.2.1.4</b>	correcting Defects after Completion;
<b>Z2.2.1.5</b>	correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Services stated in the Service Information;
<b>Z2.2.1.6</b>	correcting Defects caused by the <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment;
<b>Z2.2.1.7</b>	correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan;
<b>Z2.2.1.8</b>	correcting Defects which the <i>Contractor</i> has previously corrected;
<b>Z2.2.1.9</b>	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;
<b>Z2.2.1.10</b>	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and
<b>Z2.2.1.11</b>	preparation for and conduct of an adjudication or proceedings of the tribunal."
<b>Z4</b>	<b>Extending the defects date:</b>
<b>Z4.1</b>	<b>Providing the Service: Delete core clause 20.1 and replace with the following:</b>
	The <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , when complete, shall be fit for their intended purpose.
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":</b> "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".

	<b>Amendment to the Secondary Option Clauses</b>
<b>Z7</b>	<b>Limitation of liability:</b>
<b>Z7.1</b>	<b>Insert the following new clause as Option X18.6:</b> The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
<b>Z7.2</b>	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	<b>Additional Z Clauses</b>
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liabilities</b>
<b>Z9.1</b>	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	The <i>Contractor</i> undertakes:
<b>Z10.1.1</b>	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
<b>Z10.1.2</b>	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
<b>Z10.2</b>	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
<b>Z10.3</b>	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
<b>Z11</b>	<b>Confidentiality</b>

<b>Z11.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z11.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
<b>Z11.3</b>	This undertaking shall not apply to –
<b>Z11.3.1</b>	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
<b>Z11.3.2</b>	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
<b>Z11.3.3</b>	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
<b>Z11.4</b>	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
<b>Z11.5</b>	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
<b>Z12</b>	<b><i>Employer's Step-in rights</i></b>
<b>Z12.1</b>	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
<b>Z12.2</b>	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i> ) and generally does all things required by the <i>Project Manager</i> to achieve this end.
<b>Z13</b>	<b>Liens and Encumbrances</b>
<b>Z13.1</b>	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
<b>Z14</b>	<b>Intellectual Property</b>
<b>Z14.1</b>	Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

<b>Z14.2</b>	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .			
<b>Z14.3</b>	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works			
<b>Z14.4</b>	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP			
<b>Z14.5</b>	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" <b>the claim</b> "), which arises out of or in relation to:			
<b>Z14.5.1</b>	the <i>Contractor's</i> design, manufacture, construction or execution of the Works			
<b>Z14.5.2</b>	the use of the <i>Contractor's</i> Equipment, or			
<b>Z14.5.3</b>	the proper use of the Works.			
<b>Z14.6</b>	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.			
<b>Z16</b>	<b>Dispute resolution:</b>			
<b>Z16.1</b>	<b>Appointment of the Adjudicator</b>			
	<p>An <i>Adjudicator</i> is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013</p>	Panel of Adjudicators		
		Name	Location	Contact details (phone & e mail)
		Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
		Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
		Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
		Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
		Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
		Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
<b>Z16.2</b>	<b>Appointment of the Arbitrator</b>			

	<p>An <i>Arbitrator</i> is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Arbitrator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Arbitrator</i> listed in the Panel of <i>Arbitrators</i> below</p>	<p>Panel of Arbitrators</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Location</th> <th>Contact details (phone &amp; e mail)</th> </tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td> <td>Gauteng</td> <td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td> </tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td> <td>Durban</td> <td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td> </tr> <tr> <td>Adv. Saleem Ebrahim</td> <td>Gauteng</td> <td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td> </tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td> <td>Gauteng</td> <td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td> </tr> <tr> <td>Mr. Sam Amod</td> <td>Gauteng</td> <td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td> </tr> <tr> <td>Adv. Sias Ryneke SC</td> <td>Gauteng</td> <td>083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a></td> </tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td> <td>Pretoria</td> <td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td> </tr> </tbody> </table>			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>	Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>	Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
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Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>																										
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>																										
<b>Z17</b>	<b>Notification of a compensation event</b>																											
<b>Z17.1</b>	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.																											
<b>Z18</b>	<b>BBBEE Certificate</b>																											
<b>Z18.1</b>	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.																											
<b>Z19</b>	<b>Communication</b>																											
<b>Z19.1</b>	<b>Add a new Core Clause</b> 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more																											
<b>Z19.2</b>	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.																											
<b>Z20</b>	<b>Delegation</b>																											
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:																											
<b>Z20.1</b>	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations																											
<b>Z21</b>	<b>Health, safety and the environment</b>																											

<b>Z21.1</b>	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> and shall complete the “S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure D.
<b>Z21.2</b>	Without limitation, the <i>Contractor</i> :
<b>Z21.2.1</b>	accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“ <b>the Construction Regulations</b> ”) for the Site;
<b>Z21.2.2</b>	undertakes, in and about the execution of the <i>Services</i> , to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
<b>Z21.3</b>	The <i>Contractor</i> , in and about the execution of the <i>Services</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.

<b>PART C1.2b CONTRACT DATA</b>		
<b>Part two – data provided by the contractor</b>		
<b>Clause</b>	<b>Statement</b>	<b>Data</b>
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Cape Town International airport -Landside and Airside areas
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:  Job Tittle for this Project:  Responsibility:  Qualifications:  Experience:	
	Name:  Job Tittle for this Project:  Responsibility:  Qualifications:  Experience:	<b>Contract Manager</b>
	Name:  Job Tittle for this Project:  Responsibility:  Qualifications:  Experience:	<b>Supervisor//Site Foreman</b>



	<p>Name:</p> <p>Job Title for this Project:</p> <p>Responsibility:</p> <p>Qualifications:</p> <p>Experience:</p>	<p><b>Health &amp; Safety Officer</b></p>
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## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.4 Insurance Schedule**

#### ***Summary of Terms and other Matters Applicable to Employer Provided Insurance***

##### **Part 1:**

Notes to Schedule:

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

##### **Part 2:**

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

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

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



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

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

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

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

#### **Insurance Affected by the Contractor.**

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

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement



- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
  - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
    - A. be affected with Insurers and on terms approved by the Employer.
    - B. be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
    - C. submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
  - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

### **Sub-Contractors**

The Contractor shall:

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

## PART C2: PRICING DATA

### C2.1. Pricing Assumptions: Option A

#### Amplification of or assumptions about measurement items

- The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
- The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
- The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.
- Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item including plant and material shall be fully included in the price.
- The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
- No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
- Variations in the scope and extent of the work shall be allowed to meet the Employer’s requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
- All provisional sums and contingency amounts shall be expended as directed by the Employer and any balance remaining shall be deducted from the contract sum.
- All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Service Manager.
- No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
- The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.



## DISBURSMENT SCHEDULE

- (a) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the service(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (d)) may be brought to the attention of the ACSA service representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (b) All rates are exclusive of VAT.
- (c) Health and Safety Agent will appoint his/her personnel all cost should be included in the pricing.
- (d) No mark-up on any disbursement cost will be paid.
- (e) No payment for disbursement will be made for the following:
  - Travelling (except for on-site travelling) and accommodation.
  - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports.
  - Telephone calls.
  - Cellular calls.
  - Computer costs.
  - Telefaxes (outgoing or incoming).
  - Email (sent or received).

## C2.2. The Activity Schedule

\*This amount should be carried over to the form of offer Part C1. The total tendered amount shall not be fixed, and it is subject to fluctuation as a result of inflation, foreign, exchange rate variation, etc.

### Applicable Standard Specifications

1. The Contractor shall comply to the following requirements.
  - Registered with the Department of Agriculture, Forestry & Fisheries as a Pest Control Operator.
  - Annex 14 issued by International Civil Aviation Organization.
2. Payments shall be in accordance with the NEC 3 term contract.
3. The units of measurement in the Price List are metric units. Abbreviations used in the Price List are as follows.
  - % - percent
  - hr – hour
  - Ha - hectare
  - Kg – kilogram
  - Kl – kilolitre
  - Km – kilometre
  - kPa – kilopascal
  - kW – kilowatt
  - l – litre
  - m – metre
  - mm – millimetre
  - m<sup>2</sup> - square metre
  - m<sup>3</sup> - cubic metre
  - MPa – Megapascal
  - No. – number
  - Sum – lump sum
  - t – ton (1000 kg)
  - Qty. – Quantity
  - Prov. Sum – Provisional sum.

4. For the purpose of the Price List the following words shall have the meaning hereby assigned to them:

Price List : Price List .

Unit: the unit of measurement for each item of work as defined in the Standard Specification.

Quantity: the number of units of work for each item.

Rate: the agreed payment per unit of measurement.

Amount: The product of quantity and agreed rate for an item.

Sum: An agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any unit.

hr: Is 60 minutes spent by workers or equipment doing work, intended for the Employer (ACSA) or work requested by the Employer/Service Manager/His representative. Workers may be directly or indirectly employed by the Contractor. Equipment maybe directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.

Day: Is nine (9) hours spent by workers or equipment or time spent doing work intended for the Employer or doing work requested by the Employer. Workers may be directly or indirectly employed by the Contractor. Equipment may be directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.

Visit: Visiting any areas at the airport as may be requested by ACSA representative or by task order, treatment of rodent by chemicals or whichever method that may be prescribed on specification, each visit will cover an area as specified on the Price List .

Prov. Sum: An amount included in the contract sum for the supply and installation of work by a Contractor.

Dayworks: Any additional work that is not covered by Price List items under section C, may be charged as Dayworks on Service Manager's or his representative's approval.

5. It will be assumed that prices included in the Price List are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
6. The prices and rates in the Price List are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overheads charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.



7. The quantities set out in the Price List are approximate and do not necessarily represent the actual amounts 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 Price List .
8. Labour charges: this hourly rate can be used in instances where there is no fixed item in the Price List dedicated for specific work. The use of this item shall be agreed with the Service Manager or a representative that may be appointed by the Employer.
9. Note: All rates in the PRICE LIST are Vat exclusive.

**Price List.****Preliminaries and Generals costs****Section A: Preliminary & General**

Item no.	Description	Unit	Quantity	Rate	Amount (R)
<b>Preliminary and General - Contract Administration Costs:</b>					
1	Provision for direct costs incurred for obtaining all personal and vehicle permits (i.e. safety induction, AVOP) to gain airside access, subject to the Service Manager's approval.	Prov. Sum.			R 12,000.00
2	Compliance to all prescribed Environmental and Occupational Health & Safety Regulations as required in the execution of the works.	Once off	1		
3	Fees for obtaining radio license (PARTAC)	Prov. Sum.			R4,500.00
4	Fees for branding of vehicle and equipping the vehicle with radio and squitter (note all must be compliant to ACSA specification).	Prov. Sum.			R 5,000.00
<b>Total preliminaries and general costs.</b>					

- *N.B. Items mentioned on Section A above are not payable upfront but will be drawn off this amount as and when required. This amount covers the full contract duration of 3 years.*
- *Safety induction to be done every 2 years (year 1, and year 3).*
- *Safety file cost to include medicals examinations as a once off cost. Note this item is covered under item 2 on Section A above.*
- *Preliminaries and generals will be paid at proven cost.*
- *The permit price list is provided on part C4 below. Note the prices may change from time to time.*

**Section B: Maintenance of Moles and Rats**

					Amount	
					R	C
<b>Brought forward</b>						
<b>B</b>	<b>Day works.</b>					
Item	Description	Unit	Qty.	Rate	R	C
	Labourer rates					
1.	Foreman/Supervisor <sup>d</sup>	hr	-		<b>Rate only</b>	
2.	Assistant <sup>d</sup>	hr	-		<b>Rate only</b>	
3.	Miscellaneous works <sup>e</sup>	Prov. sum			<b>R 50 000</b>	00
<b>C</b>	<b>Mole and rat maintenance.</b>					
1.	Eradicate and remove dune moles, rake mole heaps, and treat by use of chemical method <sup>a, c</sup> .	Visit	720			
2.	Eradicate and remove rats and rodents <sup>b, c</sup> .	Visit	720			
<b>Total Maintenance of Moles and Rats.</b>						
<b>Total section A, B and C.</b>						

**Notes: read the above Price List in conjunction with the following notes.**

- <sup>a</sup> Contractor shall cover an area of 250 ha per visit and ensure that mole population are controlled/reduced to lowest levels possible i.e., there should be minimum to no rodent activity after treatment has been taking place.
- <sup>b</sup> Contractor shall cover an area of 50 ha per visit and ensure that rat population are controlled/reduced to lowest levels possible i.e., there should be minimum to no rodent activity after treatment has been taking place.
- <sup>c</sup> All rates mentioned on this item include labour, plant, transport, material, chemicals, equipment used on site, Contractor's profit and overhead. No additional charges will be allowed for.
- Work under section C items 1 & 2 shall include inspections and necessary assessments that maybe required at a time.
- <sup>d</sup> The use of this item shall be agreed and approved by the Service Manager or his/her representative prior to commencement of work. This item may not be used for work conducted under section C items 1 and 2.

- <sup>e</sup>This item will be used for any other additional vermin control work that may arise outside of the mole and rat eradication work. This item will be used only when requested and approved by Service Manager or his/her representative.
- All items on the on the above Price List will only be provided when requested and approved by the ACSA Service Manager or his/her Representative.

**PART C3: SCOPE OF WORK**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	<i>This cover page</i>	
C3.1	<i>Description of Works</i>	
C3.2	<i>Nature Of Works</i>	
C3.3	<i>Contract Management</i>	
C3.4	<i>Maintenance Specifications: Particular (Project Specifications)</i>	
C3.5	<i>Annexures To The Scope Of Work</i>	
	<b>Total number of pages</b>	



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

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

The objective is to maintain the serviceability of the airport mole and rodent eradication at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. The Contractor will be appointed directly by the Airports Company of South Africa.

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

The Contractor will be responsible for effectively dealing with all maintenance work related to mole and rodent eradication, which will comprise of airside unpaved areas, 15m fire break outside the perimeter fence, General Aviation Area, Tower Road reserves, ACSA pond, City Lodge Pond, Power & Lighting areas and all other ACSA owned areas that may be pointed out to the Contractor around the aerodrome. The total area to be covered is an approximate 200 hectares of land. The work will include an approximate 50 hectares of adhoc services for eradication of rodents in the area between Foxtrot 3 and Foxtrot 3A and the runway 50m stripes.

NOTE: It is the responsibility of the contractor to familiarise himself with the site in order to accurately assess the site conditions and fully comprehend the nature and scope of work required.

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

The Contractor will maintain the Mole and rodent eradication system at CTIA. Work shall include planned, routine, and unplanned maintenance work.

The Contractor shall use appropriate equipment to inject a chemical into mole and rat tunnels/burrows/hills and effectively maintain the area by revisiting to ensure rodents are effectively eradicated. However, the Contractor may sometimes be requested to use other rodent control methods such trapping and shooting etc.

The contractor will be responsible for safely removing trapped rodents and carcasses and safely disposing off as per the pest control act.

Rake mole heaps as necessary and make area neat.

The Contractor shall visit site and inspect areas that are being maintained to ensure the effectiveness of maintenance work, and report to the Service Manager or his representative regarding any concerning areas.



Work shall include maintaining airport areas both on the airside and land side, these areas shall include:

- 15m fire break outside the perimeter fence
- General Aviation Area (GAA)
- Tower road reserve
- ACSA pond
- City Lodge pond
- Power and lighting area
- And all other areas that maybe pointed out to the Contractor by ACSA.

The contractor may be requested to treat and remove other vermin species associated with rodents either than moles and rats.

Work shall be attended to as per the frequencies mentioned below.

<b>Type of services required</b>	<b>Frequency</b>
Treat moles as mentioned under C 3.1.3.	As may be requested by ACSA representative or Service Manager.
Treat rats as mentioned under C 3.1.3.	As may be requested by ACSA representative or Service Manager.
Night work	The Contractor will sometimes be required to do work at night when working near taxiways and runways on the airside.
Working on public holidays.	The Contractor shall not be required to work on public holidays.
Working on weekends.	The Contractor shall not be required to work on weekends.
Working in December.	The Contractor may be required to work working days during December but exclude public holidays and weekends.

The Contractor shall compile a monthly maintenance report, with all information obtained from daily inspections and treatment activities and submit to the Service Manager.

The Contractor shall provide all tools, equipment, plant, vehicle, Personal Protective Equipment that will be required for to perform all work associated with the Mole and Rat eradication or as per the scope of this Contract.



All items provided in the Price List include the use of all labour, all power tools, plant, material, equipment and vehicles/bakkies. There will be no additional cost paid by ACSA to the Contractor for hiring of construction equipment, power tools, plant, labour and vehicles/bakkies. All profit and overhead fees are included on this item, no mark-up shall be added on this item.

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 Response Time requirements of this Contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

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

The Works are located at Cape Town International Airport (CTIA) at various locations in restricted and access-controlled areas (landside and airside). It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

Works on airside will mostly be carried out at night whilst few areas can be executed daytime. Nightworks are executed where access to certain areas is not possible during the day due to aircraft movement. Work commences after the last flight and work must be completed and site must be vacated by 05h00. Commencement of work may be delayed by the delayed departure or arrival of the last flight. Contractor must ensure site is clear of debris and or foreign material before vacating the site.

Contractor personnel will be required to undergo ACSA administered airside specific training so they can be familiarised with the workings of airside prior to their commencement of work.

The following aerial image shows Cape Town International Airport footprint.



Image 1: Aerial image showing the airport footprint.

## C3.2 NATURE OF SERVICE

### C3.2.1 General

The aim of the mole and rodent eradication services maintenance contract is to ensure that maintenance work is executed in an efficient and economic manner with the least possible disruptions to daily airport operations whilst still satisfying the relevant airport specific policies and procedures as well applicable South African standards.

### C3.2.2 Maintenance Scheduling

Work shall comprise of preventative, planned and unplanned maintenance work. The Contractor will do maintenance work on mole, rat, and or rodent activities. Planned maintenance will include long term treatment of identified areas. Unplanned work will include ADHOC for problematic areas that have been identified by either ACSA or Contractor's representative. Work shall also include inspections by Contractor or ACSA's representative. All work activities shall be reviewed and approved by the Service Manager or his representative.

## C3.3 CONTRACT MANAGEMENT

### C3.3.1 Management meetings

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

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Project progress meeting and safety inspections	As and when	Onsite	Contractor, Technician and Employer's safety officers
Risk reduction meetings	As and when	Onsite/telecon/skype	Service Manager, Contractor and Supervisor

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions



or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### C3.3.2 Key Personnel

The Contractor shall be required to allocate sufficiently experienced personnel to execute the Contract successfully, however the key personnel identified in tables below will be required for this contract, 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. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

Job title:	Contract's Manager
Responsibilities:	Contract Administration
Minimum Qualifications:	Matric or More
Experience:	4 – 8 Years
Registration with Professional Bodies:	

Job title:	Site foreman/ Supervisor
Responsibilities:	Day to day site works
Minimum Qualifications:	Matric or equivalent to Matric or more.
Experience:	3-5 years
Registration with Professional Bodies:	

Job title:	Health and Safety Officer
Responsibilities:	Project Administration
Minimum Qualifications:	Matric/N3 or more
Experience:	2-3 years



Registration with Professional Bodies:	
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The responsibilities of the contractor are as specified in the OHS ACT of 1993 as an employer and in the Construction Regulation of 2014 as a main Contractor or a sub-contractor as the case may be.

The Service Manager or Permit Office will issue the necessary permit application forms to those who apply to for an Airside Vehicle Permit and/or Airport Security Permit and will decide, on receipt of the completed forms, whether to issue permits. Permits shall be issued in terms of ACSA Policy and Procedures. The Employer or Service Manager may at any time withdraw or suspend an Airside Vehicle Operators Permit (AVOP) or an Airside Security Permit and is not obliged to give reasons for the withdrawal.

Before access to the Airside is permitted, the contractor and employees are required to attend Airside Safety Induction Training and/ or Airside Vehicle Operators Permit in accordance with ACSA Policy and Procedure. The above training(s) are at a fee which the contractor must verify with the ACSA Training Department, or the Service Manager. An approved 10 day works notification is to be in place prior to all planned maintenance works.

### **C3.3.3 Equipment's**

The Contractor will have all necessary tools required for moles and rodent eradication.

All equipment used at ACSA premises shall be regularly serviced and service records must be made available at the request by service manager.

### **C3.3.4 Recommended Procedures for maintenance work.**

#### *Equipment Checks*

All necessary equipment and vehicles used for mole eradication work.

#### *Operators and Training Competency*

- *ACSA Induction*
- *Airside driver's permit (for drivers only)*
- *ACSA permits.*
- *Operators will be required to be in position of Practical Aviation Radiotelephony and Airside Competency / PARTAC radio licence. The Contractor will escort himself whenever working on the airside manoeuvring area.*

### C3.3.4 Duties of Contractor

The duties and responsibilities of the Contractor shall be as follows:

- Preparation of a preventive maintenance programme to the Employer's approval in addition to those specified in the scope of work.
- The execution of preventative maintenance activities as listed in the scope of work. The execution of corrective, breakdown and project maintenance as may be specified on a maintenance work order.
- Programming and planning of maintenance work to avoid hampering with airport operations.
- Attendance at maintenance co-ordination meetings.
- Preparation of preventative maintenance reporting and corrective or breakdown maintenance report.
- The holding of all materials necessary for the effective maintenance
- The Contractor shall have available for all maintenance the equipment necessary including the materials and work equipment, e.g. mole and rodent eradication services machines etc.
- Reliability reporting as agreed with the Employer.
- The Contractor shall deliver all services within the service levels stipulated in this maintenance contract or where Bided for better service levels at the service level stipulated in the Bid submission.
- Directing and supervising of maintenance personnel to ensure efficient and timely execution of the work in co-operation with the Employer.
- The institution (if necessary) and maintenance, on the Employers behalf, of any Record Books in accordance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.
- Notifying the employer's representative/ Service Manager of any conditions which may compromise the serviceability of the infrastructure or pose a safety hazard to users of the premises.
- Payment of low service damages defined in this contract within one month from receiving the notification of a penalty, failure to pay low service damages will give the employer the right to deduct the penalty from the next invoice payment.
- The Contractor may with approval of the Service Manager sub-contract to specialist firms the service and maintenance of this site, but without in any way relieving him of this overall contractual responsibility under this Contract.

- The Contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose, he shall, inter alia, provide and maintain sufficient signs, lights, barricades, Mole and rodent eradication services and guarding as may be necessary or required by the Employer or by any act, regulation or statutory authorities. All operations required in connection with the contract shall, as far as the provision of the contract permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the Contractor's prices.
- The Contractor shall (except if and so far as the specifications otherwise provide) indemnify the Employer and keep him indemnified against all losses and claims for injuries or damage to any person or property whatsoever which may arise from or in consequence of and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertaining thereto.
- The Contractor shall determine periodically through his detailed inspections of the site, if additional services are required of him. Should such services be necessary, the Contractor shall advise the Employer in writing, giving full details of the proposed additional services and the proposed variation of the contract price, based on the Schedule of Rates. Additional services shall only be carried out upon receipt of written instruction from the Employer.
- No existing sites will be replaced, refurbished or be declared redundant without the specific or written consent of the Employer. Replaced or redundant equipment remains the property of the Employer and shall be delivered to the Employer and a receipt must be obtained. A copy of all such receipts must accompany the Contractor's invoice for the relevant additional services.
- The award of this maintenance contract implies no benefit to the Contractor other than those set out in the Contract document.
- The Employer reserves to himself the right to dispose of any scheduled items of equipment or to purchase and install new equipment. The Contractor will not be entitled to preferential consideration in respect of such new work.

### **C3.3.5 Health and safety risk management**

The *Contractor* shall comply with the health and safety requirements contained in this document. The Service Manager shall be entitled to fine the Contractor an amount contained in the low service damages table 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, 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 cost 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 fire prevention system. Care must also be taken so as to prevent fire hazards.

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

Environmental constraints and management

*The Contractor shall comply with the environmental criteria and constraints stated in Annexure [B] to this Service Information*

### **C3.3.6 Personnel**

A schedule of key personnel to this Contract will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan 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. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the Contractor's responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site.

The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the tender price in this regard.

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

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

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

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

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

### **C3.3.7 Subcontracting**

Should any part of the works be subcontracted, the Contractor will be responsible for all Works as if it was done so by the Contractor.

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

Subcontracting will be inline with clause 26 of the NEC 3 Term Service Contract.



### C3.3.8 Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality, such as ISO9001, SANS and the Redbook guidelines.

Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the *Contractor's* quality control and assurance program and those called for in the Scope.

Acceptance by the *Employer* of the *Contractor's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

#### General

The Contractor's Quality Management System shall include quality management objectives, policies, organization, procedures and work instruction that comply with the requirements of ISO 9001/2000.

#### Quality Plan

The Contractor shall within 20 days from the commencement date submit a Project Quality Plan for the Contract. The Plan shall indicate how the Quality System shall apply to the specific requirements of the Contract to ensure compliance of the works with the requirements of the scope of works. The Project Quality Plan shall be subject to the approval of the Service Manager.

#### Quality Control Plans

Quality Control Plans shall be prepared by the Contractor and/or his subcontractors for each group of activities. Where applicable, approved plant, equipment or services required to realize the specific component shall be included.

Quality Control Plans shall be submitted to the Service Manager for approval and for the inclusion of his construction monitoring activities before any construction of the permanent works may commence.

The following surveillance requirements shall be included for affirmation by the Service Manager or his representative.

Record (R) Documentary evidence of the activity and statistical analysis of the data to be retained and copied to the Service Manager.

Verification (V) The Service Manager or his representative will not necessarily be present during the activity but documentary evidence to permit verification of compliance with the requirements is generated, retained and copied to the Service Manager.

Witness (W & S) The Service Manager or his representative requires notification to permit witnessing of the activity. The notice period shall be agreed to depending on the nature of the activity and shall



be reviewed from time to time. Documentary evidence shall be retained and copied to the Service Manager.

**Hold (H)** The Contractor may not proceed to the following activity until the Service Manager or his representative has approved the proceeding activity. Documentary evidence shall be retained and copied to the Service Manager.

**Random (R)** Construction monitoring by random inspection. Random construction monitoring may be carried out at any stage of the activity or preparation for the activity. Documentary evidence shall be retained and copied to the Service Manager.

The following categories shall apply in determining the requirement for a Quality Control Plan:

<b>Category</b>	<b>Clarification</b>	<b>Quality Control Plan</b>
Critical	A component, group of components, structure, the failure of which to comply with the specifications may affect the performance of the works of which it is a part and /or will cause a detrimental environmental impact, and /or may result in hazardous or unsafe conditions.	Required for all components.
Major	A component, group of components, structure, element of a structure or facility, other than categorized as critical, the failure of which to comply with the specifications may compromise the performance of the works of which it is a part, result in increased , maintenance and/or impact negatively on the quality of the works.	As determined by the Contractor and to the approval of the Service Manager.
Minor	All items other than those categorized as Critical or Major and which are visible and capable of rectification during routine inspections.	As determined by the Contractor

## Quality Management Audit



The Contractor shall carry out periodic assessments of the adherence to the Quality Plan and Quality Control Plans by senior qualified staff who are not normally employed on the Site. The Service Manager and/or his representative shall be invited to attend at the periodic assessments meeting and be afforded the opportunity to report on the implementation of the Quality System at the Site. The assessment reports shall be copied to the Service Manager.

### **C3.3.9 Training workshops and technology transfer**

The Contractor shall be responsible for conducting an on-site training (or off-site training should the Contractor be in position of a training facility) on the maintenance, inspection and maintenance of water reticulation, sewerage, and stormwater services.

### **CC3.3.10 Invoicing and payment**

Within two days of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to the following Address,

Airports Company South Africa SOC Ltd  
Cape Town International Airport  
Private Bag X9002  
Cape Town

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;  
The contract number and title;  
*Contractor's* VAT registration number;  
The *Employer's* VAT registration number 4930138393;  
Description of work done by cross reference to *Service Manager's* certificate;  
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;  
Quote purchase order number as a reference

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

Invoices should be submitted via email to the Service Manager.

### **C3.3.11 Provision of bonds and guarantees.**

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

### C3.3.12 Employer's expectation:

The nature of the contract is as follows:

The service provider must be available for scheduled work and unscheduled works (*emergency break downs*). The service provider will also ensure that all equipment necessary to perform the service is available.

Work will only take place when needed and upon instruction by the Service Manager by the issuing of a Work Order in all instances, except those expressly stated as **emergency work**. Emergency work is any work that needs to be performed immediately without the need to wait for a written instruction and only the Service Manager may decide if the work is of emergency nature or not. Emergency work is often unplanned and may be necessary in order to prevent an unsafe condition, i.e. unauthorized access onto the airside or to resolve a non-conformance matter. The Service Manager shall issue the contractor with the work orders (*sometimes referred to as Task Order*) during or as soon as it is practicable after completion of the emergency repairs. The Service Manager may instruct the contractor to proceed with emergency work either in the form of a verbal instruction or a written instruction.

The contract is a “**as and when required**” meaning there is no fixed monthly forecasted spend. The work will be based on Task Orders as per NEC Contract clause X19 - a Task Order is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period.

### C3.3.13 Service Level Agreements

Notification of Low service damages

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

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

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

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

Refer to annexure C for performance targets and low service damages

### C3.3.14 Working on the Affected Property

The contractor shall appreciate that works in and around the airport precinct are heavily regulated to safeguard the safety of all airport stakeholders, this part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

### C3.3.15 Employer's site entry and security control, permits, and site regulations.

The following entry and security control measures will be applicable to this contract:

- Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACS Permit Office. The Service Provider will be liable for cost of these permits and induction courses.
- Permits are cards issued to persons employed and operational vehicles owned by airport based companies.
- Conditions of Issue:
  - Acceptance of personal permit applications.

- The conditions under which ACSA shall issue an ACSA security personal permit are as follows:
  - o All applicants requiring permits for two (2) days to two (2) years for the first time or renewing permits shall be vetted.
  - o All applicants requiring permits for six (6) days to two (2) years to gain access into airside must complete an airside induction course prior to applying for permits.
  - o When the relevant application forms have been duly completed by the applicant and authorised by the nominated sponsor.
- The following necessary documents must be attached:
  - Identity documents.
  - Airside induction certification is required for the following zone access for permit holders:
    - o red,
    - o red and green,
    - o red and blue,
    - o red and yellow,
    - o purple and red and red,
    - o green and blue
- Airside Vehicle Operators Permit (AVOP) certificate for employers employed as drivers in order to be issued an AVOP permit.
- Watched and understood the security awareness briefing videos.
- All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.
- All cases that are vague shall be referred to the Joint Planning Committee (JPC) for approval.
- If an applicant has no previous convictions a permit can be issued.
- Applications of contractors and subcontractors shall be accepted if it is sponsored by a company / organisation or an individual operating at ACSA operated airports and the company / organisation is registered in the Airport Permit Issue System (APIS).
- Special visitors permit (ad-hoc) shall be issued to government agents and security companies dealing with valuable cargo.
- Companies shall pay R3,715 for every visitors and temporary permit not returned to the Permit Office at the end of business or visit and there shall be no temporary or visitor's permits issued in future until the penalty per unreturned permit is paid.
- Companies shall be charged a fee of R3,096 per cancelled permit not being returned to Permit Office after their employees resign, are dismissed, absconded or suspended.
- Personal Permit is R215.19 (excluding VAT) for a 2-year permit.
- Staff parking, if required, is R120 (excluding VAT) per permit.

#### **People restrictions, hours of work, conduct and records**

Contractor must ensure adherence to airside operating procedure of staff and equipment on site. Airport operates 24 hours however nightwork can only be conducted 30 mins after the last flight which is normally at 22h00 and infrastructure must be handed over to operation 30 mins before first flight at 05h30.

The contractor's rates for the works must take into account the fact that the services will be required on an adhoc basis including on: public holidays, During the night, Weekends and the during the December builder's break.

#### **Health and safety facilities on the Affected Property**

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

#### **Environmental controls, fauna & flora**

The Contractor will comply with all environmental requirements and stated in the ACSA environmental policy.

### **Cooperating with and obtaining acceptance of Others**

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

## **C3.4 MAINTENANCE SPECIFICATIONS: PARTICULAR (PROJECT SPECIFICATIONS)**

### **C3.4.1 Applicable Standard Specifications**

1. *Annex 14 issued by ICAO.*
2. *The Contractor shall be in position of certification as a pest control operator, the certificate shall be inline with the South African Agricultural Act No. 36 of 1947.*
3. *All Contractors Foreman/Supervisors shall be in position of certification as pest control operators. These certificates shall conform to the South African environmental Act No. 36 of 1947.*
4. *The Contractor will use the chemical method as a mole & rodent eradication procedure. The chemicals to be used shall conform to the South African Agricultural standard.*
5. *All handling of chemicals shall conform to SANS 10206.*
6. *The Contractor shall own a 4-wheel drive vehicle. The vehicle shall be branded and be equipped with a squitter as per ICAO requirements.*

### **C3.4.2 Particular (Project) Specifications**

The Standard Specifications provide, in certain clauses, for a choice to be specified in the Construction Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in Particular (Project) Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications

### C.3.5 ANNEXURES TO THE SCOPE OF WORK

Annexures issued by the *Employer*

<b>Annexure</b>	<b>Revision</b>	<b>Title</b>
<b>Annexure A</b>	<b>1</b>	<b>Occupational Health and Safety Agreement</b>
<b>Annexure B</b>	<b>1</b>	<b>Environmental Terms and Condition</b>
<b>Annexure C</b>	<b>1</b>	<b>Service Level Agreements</b>
<b>Annexure D</b>	<b>1</b>	<b>Maintenance Activities and Documentation</b>



**ANNEXURE A:**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa SOC Limited</b> Cape Town International Airport,

**Hereinafter referred to as “Client”**

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

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

## MANDATORY'S MAIN SCOPE OF WORK

### THE PERIODIC MAINTENANCE OF BULKWATER AT O.R. TAMBO INTERNATIONAL AIRPORT

#### 1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;
- "The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

#### **GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

#### **THE UNDERTAKING**

The Mandatory undertakes to comply with:



## **2. REPORTING**

The Mandatary and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

## **3. WARRANTY OF COMPLIANCE**

- 3.1 In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

## **4. SHE Risk Management**

- 4.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

## **5. MEDICAL EMERGENCY RESPONSE**

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

## **6. APPOINTMENTS AND TRAINING**

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health



and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

## **7. SUPERVISION, DISCIPLINE AND REPORTING**

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

## **8. COOPERATION**

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar



with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.

- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

## **11. COMPENSATION REGISTRATION/INSURANCE**

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.



12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

### **13. INCIDENT REPORTING AND INVESTIGATION**

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

### **14. SUB CONTRACTORS**

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

### **15. SECURITY AND ACCESS**



The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

## **16. FIRE PRECAUTIONS AND FACILITIES**

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

## **17. FACILITIES**

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

## **18. HYGIENE AND CLEANLINESS**

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. INTOXICATION AND SUBSTANCE ABUSE**

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

## **20. PERSONAL PROTECTIVE EQUIPMENT**

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.



20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## **21. PLANT, MACHINERY AND EQUIPMENT**

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

## **22. USAGE OF THE CLIENT'S EQUIPMENT**

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

## **23. PERMIT MANAGEMENT**

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

## **24. TRANSPORTATION**

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.



24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## 25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

## 26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

## 27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply low service damages/low service damages as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

## 28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immovable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

### **COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

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

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



- 3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

**29. FURTHER UNDERTAKING**

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client’s representative.

**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

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

Witnesses:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

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

Witnesses:

- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

**ANNEXURE B:****ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

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

<b>ISSUE</b>	<b>REQUIREMENT</b>
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Waste shall be separated as general or hazardous waste.</li> <li>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>Contractors must keep on file: <ol style="list-style-type: none"> <li>The name of the contracting waste company</li> <li>Waste disposal site used</li> <li>Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>Materials Safety Data Sheets shall be stored with all HCS.</li> <li>All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.



**Penalties**

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

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

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

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

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

at: .....



## **ANNEXURE C**

### **SERVICE LEVEL AGREEMENTS**

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels.

#### **Performance Targets Response Times**

Contractor must report on site for inspection within 1 hours in case of unforeseeable emergency repairs. For all other repairs which can be picked up through inspections and the nature of damage/failure is gradual, contractor must report to site for inspection with 3 days from when notification is issued. Site establishment and quote submission timelines will be determined by the service manager based on the nature and urgency of the repair work.

#### **Work Completion Times**

Work commencement

- Work must be commenced with at the time determined by the service manager considering operational requirements of the airport.

Work Completion

- Work must be completed within agreed time frame for asset handover back to operations

#### **Quality**

- Materials must meet specifications requirements as outlined in SANS standards
- Equipment must meet specifications requirements as outlined in SANS standards
- Tolerances must meet specifications requirements as outlined in SANS standards
- Sub-standard work must be corrected by the contractor at own cost

#### **Work Guarantee Period**

- Warrantees and guarantees shall be as per the NEC 3 Term Contract.

#### **Existing services protection**

- Contractor must protect and guard against damage of existing services and infrastructure.
- Contractor to verify the existing services and take necessary precautions. A wayleave shall be obtained from relevant department if any ground excavation or pavement breaking is planned to take place.
- Damage to existing services and infrastructure will be repaired by the Contractor at own cost.

#### **Housekeeping**

- Contractor must ensure that at the end of working day and at work completion the site is cleaned up and no debris, surplus materials, papers or any other kind of litter which can cause FOD is left behind. The Contractor shall comply with OSH act requirements at all times.

**Low service Damages**

<b>COMPLIANCE ITEM</b>	<b>STANDARD/REQUIREMENTS</b>	<b>METHOD OF MEASUREMENT</b>	<b>TARGET</b>	<b>DAMAGES</b>
OHS Compliance Uniforms and staff personal protective equipment.	No repeat Audit findings from Safety Department or Service Manager. Working safely and following the OHS Plan of the Contractor.  Use of correct Personal Protective Equipment. Contractor to comply to all OHS act requirements.	No incidents related to non-use of PPE.  Periodic (typically monthly) OHS Audits done by the H&S Dept or inspections by Service Manager.  Contractor needs to comply to all OHS act requirement at all times.	100% compliance	First incident - Contractor pays R2000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings.  Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R2000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in work and replacement of employee.  - If the same offender commits the same offense more than 3 time within 6 months, from the first incident, the Service Provider must remove the offender permanently from site
Airport permits	Airport permits must always be displayed by the staff.	Random inspections by ACSA staff member	100 % compliance	First incident - Contractor pays R1500 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings.  Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R1500 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in work and replacement of employee.  If the same offender commits the same offense more than 3 time within 6 months, from the first incident, the Service Provider must remove the offender permanently from site.
Housekeeping	Housekeeping during and after work- cleaning up after work is done.	Inspection by ACSA Surface maintenance staff	100 % compliance	Contractor pays R12000 for grass, debris, papers or any other FOD not removed and is notified to clean up immediately. 10% of R2000 is charged on the contractor on top of the initial R2000 for every hour passing without contractor reporting to site and cleaning up

Interaction with the employer	Attend monthly meetings  Personnel who can make decisions on behalf of the Contractor to attend the monthly meetings	Complete attendance register  Minutes of the Meeting  Person attended same as the person on the Delegation of Authority, who is named as the Contractor Service Manager representing the Contractor, as per NEC clause 10.2	100% compliance	Contractor pays R1000 per scheduled meeting not attended.  Maximum 3 meetings missed risk reduction meeting is held and early warning is issued. Corrective action is agreed and monitored.  4th meeting missed after risk reduction held and corrective action agreed, the service provider is charged R2000
Response Times	Contractor must report on site for inspection within 2 hours in case of unforeseeable emergency repairs. For all other repairs which can be picked up through inspections and the nature of damage/failure is gradual, contractor must report to site for inspection with 3 days from when notification is issued. Site establishment and quote submission timelines will be determined by the service manager based on the nature and urgency of the repair work.	From written communication to the time contractor reports on Site with ACSA Service Manager.	100% compliance.	For all late Responses, R 1000 per occurrence.  A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all late responses.  Following the early warnings and the late response continues more than 50% of the time, based on issued task orders, Contract will be terminated .
Work Completion	Work must be completed within agreed time frame for asset handover back to operations.	Site Inspection of work done to the required quality, in the agreed time.  Facility handed over for operations.  Site inspection, handover records with fire and rescue.	100% compliance.	R 1000 per occurrence, and R100 per hour thereafter on top of the initial R10 000.  A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all work not completed on time.  Following the early warnings and delays in work completion continues more than 30% of the time, based on issued task orders, contract will be terminated.
Quality	The quality of work must meet the specification that may be agreed from time to time between the service manager and the Contractor.	Site Inspection done by ACSA Service Manager of work done to the required quality, in the agreed time.  Contractor to submit the quality assurance documentation to ACSA.  All work shall comply to all ACSA requirements/agreed specification.	100% compliance.	First incident – Risk reduction meeting to be held and concerns minuted. hold back payment until works have been rectified and accepted by ACSA.  Second incident - Risk reduction meeting to be held and concerns minuted. hold back payment until the works have been rectified and accepted by ACSA. Deduct 20% from invoice.  Third incident - Termination

Guarantees	Guarantee period for all works must be 6 months – any failures within guarantee period must be rectified by the contractor at own cost, response and work completion times above apply.	Failure experienced during the agreed guarantee period after the work is done	100% compliance	<p>First incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost.</p> <p>Second incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost. contractor to credit ACSA 20% of invoice already paid.</p> <p>If works continuously fails with guarantee period more than 30% of time based on issued task orders, Contract Termination</p>
Existing Services Protection	<p>Contractor to protect and guard against damage of existing services and infrastructure. Contractor to verify the existing services, and take necessary precautions if unclear.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at own cost.</p>	Inspection by ACSA Representative	100% compliance	<p>Risk reduction meeting to be held and concerns recorded. Early Warning issued.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at their cost.</p> <p>The cost of business impact to be passed onto the Contractor.</p> <p>If the damaged existing services are not repaired and the cost incurred by the business is not settled, The service manager may hold the payment of invoices</p>



### Notification of Low Service Damages.

The employer's representative will notify the contractor in writing of any low service damages and any claims directed at ACSA as a result of the equipment being unavailable will be for the account of the Contractor.

Furthermore, ACSA will hold the Contractor liable for any costs incurred due to additional handling of passengers by the ground handling agents as a result of negligence of the Contractor or as a result of unreasonably poor performance including excessive time taken to effect repairs or maintenance.

The tenderer should also, at all times, stock materials necessary for the execution of the Works. The principle that applies to stock keeping is that downtime on movement areas should be kept to a minimum. Therefore, all consumables that might be necessary for the execution of the works shall be readily available at the tenderer's disposal.

The tenderer should guarantee the availability of any major materials on site within 8 Hour (calculated from the time the breakdown is reported).

The tenderer should list exclusions, if any, to the above with the maximum time necessary to acquire these consumables.

The Low Service Damages will be inline with X17 on the NEC3 term Contract.

### Evaluation

The successful tenderer performance will be evaluated on the following once appointed:

Safety and House keeping	Safety warning in place. Apology sign in place.
	Toolbox talks to be held at the start of each shift and record keeping of the talks.
	Marking of all loose tools with reflective tape to increase visibility at night.
	Compliance to PPE.
Security	ID card always clearly visible.
	Clear sign of the name of the company on vehicles.
Reliability	No repeat incident on equipment.
	Keep agreed spares available. Competence of staff
Submissions of quotes and invoices on time	Quotes submitted within specific timeframe.
	Invoices submitted to finance department on time and with correct purchase order numbers.
Uniforms	To be properly dressed in overalls with company name on the back for identification.
Quality of workmanship	Work to be done according to correct Service Managering practices and standards.
	Workmanship to be of a good quality.
Submission of safety documents	Adhering to OHS ACT



**PLANNED MAINTENANCE**

**MONTHLY INSPECTION**

**DATE:**.....

**LOCATION:**.....

**ACTIVITY:**.....

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**COMMENTS:**.....

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Inspection done by:.....

Date.....

Signature:.....

Verified by:.....

Date.....

Signature.....



### C3.6 CONTRACTOR'S WORKS INFORMATION

The Contractor should include information such as the Contractor's design and Plant and Materials specifications and schedules etc

(Approach paper)



**PART C4: SITE INFORMATION**

**NEW PERMIT PRICES**

Permit Type	Duration	Current Price	Current Price
<b>PERSONAL PERMITS</b>			
Personal permanent permits	6days-2years		270
Per Icon			70
Personal temporary permits	2-5 days		270
Personal visitors permits	1 day		270
<b>VEHICLE PERMITS</b>			
Vehicle permanent permits	1 year		1141
Vehicle add-on fee	1 year		5105
Vehicle temporary permits	1 - 3mths		300
Prorated add-on fee	1 - 3mths		1452
Vehicle temporary permits	3 -6 mths		595
Prorated add-on fee	3 - 6mths		2900
Vehicle temporary permits	1-3 days		138
Vehicle temporary permits	4-30 days		300
Reprint of Vehicle Disc			138
Change of Registration			138
Contractors Vehicles 1- 3 Months			520
Contractors Vehicles 4 - 6 Months			1035
Permanent Contractors Vehicle Permit	1 year		1975
<b>PARKING PERMITS</b>			
Staff Parking	1 year		95
Taxi Parking	1year		95
<b>LOST/DAMAGED PERMITS</b>			
1st lost Personal permit			560
2nd loss personal permit			906
3rd loss personal permit			No issue
ACSA 1st lost Personal Permit			300
ACSA 2nd lost Personal Permit			620
ACSA 3rd lost Personal Permit			No issue
1st damaged permit			450
2nd damage permit			570
3rd damaged permit			No issue

Permit + 1 Icon = R 340

Permit + 2 Icons = R410

Permit + 3 Icons = R 480

Permit + 4 Icons = R 550

Permit + 5 Icons = R 620



**Site Information**

Cape Town international Airport Airside

