



REQUEST FOR BIDS (RFB) MAINTENANCE OF LIFTS AND ESCALATORS FOR A PERIOD OF 1 YEAR AT KING SHAKA INTERNATIONAL AIRPORT

- BID/TENDER REFERENCE NUMBER** : KSIA/6813/2022/RFP

- ISSUE DATE** : 20 May 2022

- NON- COMPULSORY BRIEFING SESSION via Microsoft TEAMS** : 31 May 2022 at 10h00

- QUERY CLOSURE DATE** : 3 June 2022

- BID CLOSING DATE AND TIME** : 21 June 2022 at 12h00 (mid-day)

- SUBMISSIONS DELIVERY** : King Shaka International Airport (La Mercy in KZN)
: ACSA Reception
: Ground Floor - Multi Storey Office Block
: Located in the Pick-Up Zone area

BIDDER NAME (Bidding Entity) :

CONTACT PERSON, NUMBER & E-MAIL ADDRESS :

BIDDER DETAILS / STAMP :

INTRODUCTION

Since inception , Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BF), Upington (UTN), Port Elizabeth (PLZ), East London Airport (EL), George Airport (GG), Kimberley Airport (KIM) and the Corporate Office (CO).

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

THIS BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY

TABLE OF CONTENTS

PART	DESCRIPTION	PAGE NO.
	Acceptance of Terms and Conditions of the Bid Document	4
	THE TENDER	5
Part T1	Tendering Procedures	
T1.1	Tender Notice and Invitation to Tender	6
T1.2	Tender Data	9
Part T2	Returnable Documents	13
T2	List of Returnable Documents & Schedules	13
	THE CONTRACT	66
Part C1	Agreement and Contract Data	
C1.1	Form of Offer and Acceptance	67
C1.2	Contract Data	72
C1.3	Insurance Information (plus refer Appendix B attached separately)	73
Part C2	Pricing Data	
C2.1	Price Assumptions/Instructions	74
C2.2	Pricing Schedules	75
Part C3	Scope of Work	
C3	Scope of Work	86
	Annexures specific to Scope of Works (Annex A -E)	95
	Other Annexures (F-K) To be completed by successful bidder, included for information	
	Annex F to K	109
Part C4	SITE INFORMATION	
C4	Site Information	123
	Appendices (Attached Separately)	
	<i>Attached Separately</i>	
	Appendix A : Bid Advert	
	Appendix B : Insurance Schedule	
	Appendix C : Sample Contract	
	<i>NB: Following Appendices to be completed by the <u>successful bidder</u> (included for information purposes)</i>	
	Appendix D : Safety File Requirements	
	Appendix E : Permit to Work	
	Appendix F : Environmental Management System Policy Statement	
	Appendix G : EMS048 ACSA Service Maintenance Contractors Environmental Terms	
	Appendix H : Environmental Impact of Service and Maintenance Contractors	
	Bid Completion Check List	125

ACCEPTANCE OF TERMS AND CONDITIONS OF THE BID DOCUMENT

By signing the *Acceptance of Terms and Conditions of the Bid/Tender Document* the Bidder/Tenderer as identified below, has read, understands and accepts the following:

1. The content of the bid document in its entirety (inclusive of its annexures, appendices & addenda)
2. The Terms and Conditions set forth within this Bid Document in its entirety (inclusive of its annexures, appendices & addenda)
3. The Bid Procedures;
4. Pricing Data;
5. The Scope of Work;
6. To submit all returnable schedules and documents as required;

Bidding Entity Name :

Authorised Signatory Name :

Position :

Signature :

Date :

THE TENDER

PART T1 TENDERING PROCEDURE

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa SOC Limited invites bids for the Maintenance of Lifts and Escalators at King Shaka International Airport.

It is estimated that bidders must have a CIDB contractor grading designation of **3SI or higher**.

**Only bidders that satisfy the following Mandatory Criteria can tender:
(Refer Part 2-Table 2, Section A for more information)**

Mandatory Criteria

- Bidder must have a CIDB Grading of 3SI or higher
- Pricing Schedules must be submitted in the manner prescribed in this bid.

1.1 AVAILABILITY OF TENDER DOCUMENTS

Bid documents are available for download on the following websites from **20 May 2022** :

- National Treasury (www.etenders.gov.za)
- ACSA (www.airports.co.za) - <https://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Bid is also advertised on CIDB but the documents are available in the above websites.

1.2 QUERIES, CLARIFICATION AND COMMUNICATION

1.2.1 Any and all queries / clarification / communication relating to this bid must be reduced to writing via email, indicating the bid reference number to:

- Email : tenders.scm1@airports.co.za

1.2.2 Request for clarity/information and queries on the tender may only be requested until **3 June 2022**.

1.2.3 ACSA will respond to queries, clarity and information to all entities which have responded to this bid, on or before 8 June 2022.

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

1.3 NON-COMPULSORY BRIEFING/CLARIFICATION SESSION via Microsoft TEAMS

A non-compulsory briefing session will be conducted virtually via TEAMS on **31 May 2022 at 10h00**.

Microsoft Teams Link: [Click here to join the meeting](#)

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWnmYTU2NzctYTg3OC00YzMwLWlyMzMtZjEzYmNkMDViYzdh%40thread.v2/0?context=%7b%22id%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22oid%22%3a%224ce1fddf-bdf6-4d61-b9c3-b2e7d67ef435%22%7d)

[join/19%3ameeting_OWnmYTU2NzctYTg3OC00YzMwLWlyMzMtZjEzYmNkMDViYzdh%40thread.v2/0?context=%7b%22id%22%3a%22fb62d46e-e86e-4673-ba82-](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWnmYTU2NzctYTg3OC00YzMwLWlyMzMtZjEzYmNkMDViYzdh%40thread.v2/0?context=%7b%22id%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22oid%22%3a%224ce1fddf-bdf6-4d61-b9c3-b2e7d67ef435%22%7d)

[b27b61d8202b%22%2c%22oid%22%3a%224ce1fddf-bdf6-4d61-b9c3-b2e7d67ef435%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWnmYTU2NzctYTg3OC00YzMwLWlyMzMtZjEzYmNkMDViYzdh%40thread.v2/0?context=%7b%22id%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22oid%22%3a%224ce1fddf-bdf6-4d61-b9c3-b2e7d67ef435%22%7d)

Or call in (audio only) 021 834 0841 Phone Conference ID: 540 337 045#

Briefing Session Link can also be found on separate document/page for ease of joining.

1.4 SUBMISSION OF BID DOCUMENTS

1.4.1 Bids must be submitted **on or before 12h00 (mid-day) on 21 June 2022.**

Submit bids during working hours Monday to Friday as there may not be anyone available to receive bids outside working hours.

1.4.2 **The bidder must submit bids in Printed and Electronic formats.**

Printed format (1 Original and 1 Copy) and **Electronic** format using a USB Flash Drive.

Bids must be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Tenderer's name and contact details, Tender Reference Number and Tender Description and delivered to the following address:

- King Shaka International Airport (La Mercy in KZN)
- ACSA Reception
- Ground Floor - Multi Storey Office Block
- Located in the Pick-Up Zone area

1.4.3 The Bidder's address and contact details must be reflected on the back of the envelope / package.

1.4.4 Bid Documents must be securely bound to avoid loss of pages etc.

1.4.5 There will NOT be a public opening of the bids after closing date. A bid register will be sent after bid closing.

Bid must be submitted on or before 12h00 (mid-day) on 21 June 2022 - South African Time.

1.5 LATE BIDS

1.5.2 Bids which are submitted after the closing date and time **will not** be accepted. Bidders must ensure that bid envelopes have the bidder's return address on the outside which ACSA may use to return late bids.

1.5.3 Airports Company South Africa SOC Limited will not be liable for any late bids.

1.6 BID RESPONSES

1.6.1 Bid responses must be strictly prepared and returned in accordance with this bid document.

1.6.2 Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document.

1.6.3 Request for changes to the submitted proposals will not be allowed after the closing date of the bid.

1.6.4 All bid responses will be regarded as offers unless the bidder indicates otherwise.

1.6.5 No bidder or any of its consortium / joint venture members may have an interest in any of the other bidder / joint venture / consortium participating in this bid.

1.7 DISCLAIMERS

Bidders must note and accept that ACSA may:

- a. Award the whole or a part of this tender;
- b. Split the award of this tender;
- c. Negotiate with all or some of the shortlisted bidders;
- d. Award the tender to a bidder other than the highest scoring bidder; and/or
- e. Cancel this tender.

1.8 VALIDITY PERIOD

- 1.8.1 ACSA requires a validity period of 84 days (12 weeks) from date of close of bid.
- 1.8.2 ACSA may request an extension of the validity period if required.
- 1.8.3 During the validity period the prices which have been quoted by the bidder must remain firm and valid. In exceptional circumstance, ACSA may request extension of the validity of offers.

1.9 HOT-LINE

- 1.9.1 ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to

Airports Company South Africa Tip-Offs Anonymous:

Free Call: 080 0008 080 / **Free Fax:** 080 0007 788 / **Email:** acsa@tip-offs.com

1.10 SPECIAL INSTRUCTION TO BIDDERS WHO SUBMIT BIDS THAT INVOLVE JV PARTNERSHIPS OR SUB-CONTRACTORS / SUB-CONSULTANTS

- 1.10.1 The following are the options available to bidders who bid as unincorporated Joint ventures, as well as those who will subcontract some of the work or services.

Available Options	Tick (✓) The Chosen Option
1. Letter of authority / Power of Attorney must be issued by the JV partner/s or subcontractor, giving the Lead JV Partner/other party authority to complete and sign the returnable schedules/forms on its behalf.	
2. All members of the Joint Venture or subcontracting companies must co-sign the returnable schedules or forms. This means that all parties to the tender offer will submit one set of returnable documents with representative signatures from each JV partner or contractor and its subcontractor/s.	
3. Each member of the Joint Venture must sign its copy of the returnable schedule/form. The same is true for the contractor and its sub-contractor/s.	

- 1.10.2 **All parties to the bid (JV Partners and Sub-contractors) must submit all the required returnable documents.**

1.11 CONFIDENTIALITY OF INFORMATION

- 1.11.1 ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought.
- 1.11.2 Furthermore, ACSA will not disclose the results of the Bid until the bid process has been finalised.
- 1.11.3 Bidders may not disclose any information given to the bidders and part of this tender process to any third party without the written approval from ACSA. Please complete the Non-Disclosure Agreement.

T1.2 TENDER DATA

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

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

The Tender Data below provides clarity, amends, or adds to the Standard Conditions of Tender. Each item of the data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

TABLE 1: TENDER DATA

CLAUSE #	TENDER DATA
C.1	GENERAL
C.1.1	Actions
C.1.1.1	The employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED.
C.1.2	Tender Documents
	The Tender Documents issued by the Employer comprise the documents as listed on the Content Page. In Addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, standards and conditions of contract included, by reference, in this tender document. <ol style="list-style-type: none"> 1. NEC3 Term Service Contract 2. Other documents as referenced in this tender document
C.1.3	Interpretation
	Refer to CIDB Standards for Uniformity Document
C.1.4	Communication and Employer's agent
	Refer to T1.1 Tender Notice and Invitation to Tender.
C.1.5	Cancellation and Re-invitation of Tenders
	Refer to CIDB Standards for Uniformity Document
C.1.6	Procurement Procedures
	ACSA's Procurement Policy and Procedures will be used in conjunction with its Transformation Policies and other applicable legislation.

C.2	TENDERER'S OBLIGATIONS
C.2.1	Eligibility
C.2.1.1	Refer to Table 2: Section A (Mandatory Criteria) Only tenderers who satisfy these requirements will be eligible to submit the tenders and be evaluated further.
C.2.2	Cost of Tendering
C.2.2.2	This tender is available at no charge to the tenderer. Refer availability of tender documents under T1.1 Tender Notice and Invitation to Tender.
C.2.3	Check documents
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and Copyright of Documents
	Tenderers shall treat as confidential all matters arising in connection with this tender; and must use and copy the documents published by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation. Tenderers must complete fully and sign the Non-disclosure Agreement which is applicable to all tenderers and is enclosed herein.
C.2.7	Clarification Meeting
	There shall be a non-compulsory clarification/briefing meeting, the details for which are stated in the Tender Notice and Invitation to Tender (T1.1) .
C.2.9	Insurance
	Refer to Part C1.3 for the Insurance Requirements
C.2.10	Pricing and Tender Offer
	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract
C.2.11	Alterations to Documents
	DO NOT tamper or make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. The use of Correctional Fluid is strictly prohibited. Tender offers that contain correctional fluid may/will be disqualified.
C.2.12	Alternative Tender Offers
	Alternative bids will not be considered.
C.2.13	Submitting a Tender Offer
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Tenderers are advised that this document must be completed in Black Ink and submitted in its entirety. Failure to comply with this condition may result in the tender being disqualified. Only original priced tender documents will be considered. The use of correction fluid is strictly prohibited and shall/may lead to disqualification. All corrections are to be countersigned. The Employer will not be liable for any costs incurred in the preparation of the tender.

Clause #	TENDER DATA												
C.2.13	Submitting a Tender Offer												
C.2.13.3	Submit the tender offer in printed format as an original plus one (1) copy AND in electronic format (USB Flash Drive) as stated in the tender data, with an English translation of any documentation in a language other than English. Ensure that this bid document is completed as required and submitted together with the returnables.												
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address. The employer's details and address for delivery of tender offers are stated in Tender Notice and Invitation to Tender (T1.1)												
C.2.13.7	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Tender Number:</td> <td>KSIA6813/2022/RFP</td> </tr> <tr> <td>Title of Tender:</td> <td>Maintenance of Lifts and Escalators at King Shaka International Airport.</td> </tr> <tr> <td>Closing Date:</td> <td>21 June 2022</td> </tr> <tr> <td>Closing Time:</td> <td>12h00 (mid-day)</td> </tr> <tr> <td>Tenderer's Name:</td> <td></td> </tr> <tr> <td>Tenderer's Return Address and Contact Details:</td> <td></td> </tr> </table>	Tender Number:	KSIA6813/2022/RFP	Title of Tender:	Maintenance of Lifts and Escalators at King Shaka International Airport.	Closing Date:	21 June 2022	Closing Time:	12h00 (mid-day)	Tenderer's Name:		Tenderer's Return Address and Contact Details:	
Tender Number:	KSIA6813/2022/RFP												
Title of Tender:	Maintenance of Lifts and Escalators at King Shaka International Airport.												
Closing Date:	21 June 2022												
Closing Time:	12h00 (mid-day)												
Tenderer's Name:													
Tenderer's Return Address and Contact Details:													
C.2.13.9	Faxed or E-mailed tender submissions will not be considered. Tenders that are submitted via courier will be accepted. The Employer will not be liable for any costs incurred in the preparation of the tender. The employer shall not be held liable for the tender that was submitted via courier after the closing date and time.												
C.2.13.10	No liability for not specifically mentioning any normal contractual, Common Law or by-law requirements will be accepted by the Employer. The Tenderer warrants that it has familiarised itself with all of the applicable law and will comply therewith for the purposes of the tender and any agreement which may result therefrom.												
C.2.16	Tender Offer Validity												
C.2.16.1	ACSA requires a validity period of 84 days (12 weeks) from date of close of bid. If necessary, ACSA may request an extension of the validity period.												
C.2.23	Certificates												
	Refer to the list as detailed in Table 2 and the Checklist at the end of this bid document.												
C.3.4	Opening of Tender Submissions												
	There will be no public opening of tenders after the closing date and time. Tender opening register will be made available to all interested bidders upon request.												

T1.2 TENDER DATA

Clause #	TENDER DATA
C.3.8	<p>Test for Responsiveness</p> <p>Submit ALL documents listed as Mandatory in Table 2 Section A. Failure to comply with the requirements will result in disqualification. Refer CIDB Standards for Uniformity Document as well.</p>
C.3.11	<p>Evaluation of Bid Offers</p> <p>The following process of evaluating tenders will be used for this tender; namely: Mandatory Criteria, Functionality Criteria, Other Essential Documents and Price / BBBEE component, using the preferential procurement mechanism of the 80 /20 rule.</p> <p>Stage/Phase 1: Mandatory Criteria (Refer Table 2 Section A) The Bid must comply with Mandatory criteria as stated in tender document. Failure to submit the required information will result in disqualification. Only Bidders who submit the required information will proceed to the next phase of evaluation.</p> <p>Stage/Phase 2: Functionality (Refer Table 3 for comprehensive criteria)</p> <p>a. All bid information duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions.</p> <p>b. Firstly, the assessment of functionality will be done in terms of the evaluation criteria and minimum threshold per criteria. A tender will be disqualified if it fails to meet the minimum threshold per criteria for functionality.</p> <p>c. The functional / technical evaluation will then be based on an overall threshold, where bidders which fail to achieve a minimum of 65/100 points on the overall functional / technical stage will not be considered for further evaluation.</p> <p>Failure to meet the above will lead to disqualification of the Bidder irrespective of the competitiveness of the bid submitted. Bidders who do not submit the necessary schedules and the associated documents may be scored as 'no response'.</p> <p>Stage/Phase 3: Other Essential Documents (Table 2 Section B and Checklist at end of document) Bidders to provide all Other Essential Documents/information as listed. Failure to provide may result in disqualification. Where ACSA elects to request for documents/information in this stage of the evaluation, failure by bidder to provide same in the stipulated time will result in disqualification. Thereafter, only the qualifying bids will proceed to the next stage of evaluation.</p> <p>Stage/Phase 4: PRICE & B-BBEE Adjudication Using Point System:</p> <ul style="list-style-type: none"> The following preference point system is applicable to this bid: The 80/20 system for requirements with a Rand value up to R50,000,000.00 (all applicable taxes included); where 80 points are allocated to Price and 20 points are allocated to B-BBEE. <p>Bidder must complete and sign PPPFA CLAIM FORM (SBD 6.1) and attach supporting B-BBEE information.</p> <p>General Note: In instances where any mandatory submission, in a form of Status or Certificates, expires after tender closing or during the evaluation process such tenderer may be requested to submit valid documentation within two (2) - five (5) working days (or as prescribed elsewhere) from the date of request, failing which, the tenderer will be deemed to be non-responsive.</p>

PART T2

RETURNABLE DOCUMENTS

T2 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

NOTE:

- Where an original document is not a strict requirement, a certified copy with an original commissioner's stamp must be supplied.
- Where the bidder joins forces with or subcontract to other entity / ies, the bidder must provide the returnable documents and schedules for the other parties. The table below guides tenderers on the required documents for all the respective parties. Failure to submit documents of the JV Partners and/or subcontractors may result to disqualification.

TABLE 2

Ref.	Description	Required Documentation / Information	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
SECTION A: MANDATORY CRITERIA					
T2.1	CIDB Grading	<ul style="list-style-type: none"> The Bidder must have a valid CIDB Grading of 3SI or higher. Proof of same must be provided. Form duly completed with CRS number etc 			
C2.2	Pricing Schedules (SBD3)	Bidder must complete and submit the Pricing Schedules as included in the bid document.			
SECTION B: OTHER ESSENTIAL DOCUMENTS					
Page 4	Acceptance of the terms and conditions of this RFB	Form duly completed and signed by the authorised signatory as acceptance of the terms and conditions of this Bid in its entirety.			
T2.2	Schedule of Proposed Sub-Contracts	If applicable, Schedule must be completed			
T2.4	National Treasury Central Supplier Database (CSD) Registration	<ul style="list-style-type: none"> Provide proof of registration Bidder to provide Unique Number & PIN The website for self-registration is www.csd.gov.za. 			
T2.5	Tax Clearance Certificate Requirements NB: No tender will be awarded to any bidder Whose tax matters have not been declared to be in order by the South African Revenue Services.	<ul style="list-style-type: none"> Provide current tax clearance certificate issued by the South Africa Revenue Service (SARS) in respect of: Income Tax, Skills Development Levy, Unemployment Insurance Fund, Value Added Tax (VAT) and Pay As You Earn (PAYE) Bidders are required to give ACSA authority in writing to verify their Tax Compliance Status from SARS. This authorisation must include the bidder's taxpayer's tax reference number and a PIN issued by SARS. 			
T2.6	SBD4: Declaration of Interest	Form duly completed and signed			
T2.7	SBD8: Declaration of Tenderer's Past Supply Chain Management Practices	Form duly completed and signed			
T2.8	SBD9: Certificate of Independent Bid Determination	Form duly completed and signed			
T2.9	Authority for Signatory	<ul style="list-style-type: none"> Form duly completed and signed 			

Ref.	Description	Required Documentation / Information	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
		<ul style="list-style-type: none"> Necessary supporting documents to be attached as required 			
T2.10	Valid Proof of Registration of entity AND ID Documents	<ul style="list-style-type: none"> CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document AND Identity documents of all Shareholders, Directors, Members, Trustees or Partners 			
T2.11	Valid Letter of Good Standing in terms of COID Act	<ul style="list-style-type: none"> Copy of a letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). 			
T2.12	Shareholders / Members / Partners Information	Provide Share Certificate / s OR Share breakdown			
T2.13	Record of Addenda to Bid Documents	Acknowledgement of receipt of addenda			
T2.14	Declaration of Correctness of Bid	Form duly completed and signed			
T2.15	Non-Disclosure Agreement	Form duly completed and signed			
T2.16	Enterprise Questionnaire	Form duly completed and signed			
T2.17	a) Bank Letter	Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.			
	b) Letter of Solvency	Bidder to provide a Letter of Solvency			
C1.1	Form Of Offer and Acceptance	Form duly completed and signed			
C1.3	Insurance Commitment	Bidder to complete and sign Insurance Requirements acknowledgement contained in C1.3.			
SECTION C: FUNCTIONALITY CRITERIA					
T2.18	Company / Entity Experience	Refer table 3 & bid doc for detailed functionality requirements			
	Key Personnel Qualification	Refer table 3 & bid doc for detailed functionality requirements			
	Key Personnel Experience	Refer table 3 & bid doc for detailed functionality requirements			
	Resource Proposal	Refer table 3 & bid doc for detailed functionality requirements			
NB: Bidders who fail to score the Minimum Threshold Points Per Criteria AND Minimum Total Points for Functionality will be Disqualified.					
SECTION D: Documents Required for Evaluation of PRICE AND B-BBEE					
C2.2	SBD3: Pricing Schedule	Completed ALL Pricing Schedules			
T2.3	SBD6.1 Preference Points Claim Forms	Form duly completed and signed in terms of PPPFA and its regulations.			
T2.3.1	B-BBEE Status Information	<ul style="list-style-type: none"> Form duly completed Provide valid sworn affidavit / s or Certified Copy of B-BBEE certificate/s as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice. 			

T2.1 CIDB GRADING

- **Proof of Construction Industry Development Board (CIDB) grading to be provided** and
- Complete form below

	Entity Name	Certification/ proof Included √ / X	CIDB Grading	CRS NUMBER
1.	Main Bidder / s :			
2.	JV Partner / s :			
3.	Sub-Contractor/s :			

T2.2 SCHEDULE OF PROPOSED SUB-CONTRACTORS (Complete if applicable)

Bidders are requested to provide a schedule of proposed key sub-contractors intended to be used on the project. The schedule should be structured under the following headings:

No	Sub-Contractor	Trade to be Subcontracted	% of Works or Services to be Subcontracted	Rand Amount of Works/Service to be Subcontracted	B-BBEE Level	CIDB Grade (where applicable)	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	20%	R280,000	Level 1	4GB	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abccontractors.co.za
1.								
2.								
3.								
4.								

T2.3 PPPFA CLAIM FORM

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:
 - a. the 80 / 20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
 - b. the 90 / 10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).
- 1.2 This bid:
 - 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.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
Price	80
B-BBEE Status Level of Contribution	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

T2.3 PPPFA CLAIM FORM

SBD 6.1

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

3. POINTS AWARDED FOR PRICE

3.1 The 80/20 or 90/10 Preference Point Systems

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

T2.3 PPPFA CLAIM FORM

SBD 6.1

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? *(tick applicable)* 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)* Yes No

T2.3 PPPFA CLAIM FORM

SBD 6.1

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	<input type="checkbox"/>	<input type="checkbox"/>
Black People who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black People who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black People with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black People living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black People who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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]

T2.3 PPPFA CLAIM FORM

SBD 6.1

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have:
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

Witnesses:

1.		<i>Signature / s of Bidder / s</i>
2.		

Date :

Address :

T2.3.1 B-BBEE STATUS INFORMATION

Complete below AND Provide valid B-BBEE affidavit/s and / or certificate/s as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice.

1. Company B-BBEE Information

	Certification / Sworn Affidavit Included √ / X	B-BBEE Level
1.1 Main Bidder / s :		
1.2 JV Partner / s :		
1.3 Sub-Contractor / s :		

2. Company Ownership / Shareholder Information

a. Directors

Full Names	ID Number	Valid Passport Number	Gender Profile <i>Male / Female / Other</i>	Racial Profile <i>African / Asian / Coloured / White</i>	Nationality <i>South African / Other (Specify)</i>	Disability Status <i>African / Asian / Coloured / White</i>	%

b. Shareholders

Full Names	ID Number	Valid Passport Number	Gender Profile <i>Male / Female / Other</i>	Racial Profile <i>African / Asian / Coloured / White</i>	Nationality <i>South African / Other (Specify)</i>	Disability Status <i>African / Asian / Coloured / White</i>	%

T2.4 NATIONAL TREASURY CSD REGISTRATION

Provide the relevant information of registration on the National Treasury (NT) Central Supplier Database for the Main Bidder / s, JV Partner / s and or Sub-Contractors

	NT CSD Reference Number	NT CSD Pin Number
1. Main Bidder / s :	<input type="text"/>	<input type="text"/>
2. JV Partner / s :	<input type="text"/>	<input type="text"/>
3. Sub-Contractor/s :	<input type="text"/>	<input type="text"/>

T2.5 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Jeyrel: Wdk416-SBD2 tax clearance

Note: Please ensure the updated SARS requirements are satisfied.

Provide the relevant SARS information of the Main Bidder / s, JV Partner / s and or Sub-Contractors

		Certification Included √ / X	SARS Reference Number	SARS Pin Number
1 Main Bidder / s	:			
2 JV Partner / s	:			
3 Sub-Contractor / s	:			

T2.6DECLARATION OF INTEREST

SBD4

1. Any legal **person⁰**, including persons employed by the **state¹**, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:
 - 1.1 the bidder is employed by the state; and / or
 - 1.2 the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1	Full Name of bidder or his or her representative	:	
2.2	Identity Number	:	
2.3	Position occupied in the Company (Director, Trustee, Shareholder² , Shareholder)	:	
2.4	Company Registration Number	:	
2.5	Tax Reference Number	:	
2.6	VAT Registration Number	:	
2.6.1	The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in Paragraph 3 below.		
2.7	Are you or any person connected with the bidder presently employed by the state?		<input style="border: 1px dashed black; padding: 2px 10px;" type="checkbox"/> Yes <input style="border: 1px dashed black; padding: 2px 10px;" type="checkbox"/> No
2.7.1	If so, furnish the following particulars:		
	<ul style="list-style-type: none"> • Name of person / director / trustee / shareholder/ member 	:	
	<ul style="list-style-type: none"> • Name of state institution at which you or the person connected to the bidder is employed 	:	
	<ul style="list-style-type: none"> • Position occupied in the state institution 	:	
	<ul style="list-style-type: none"> • Any other particulars 	:	

T2.6 DECLARATION OF INTEREST

SBD4

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

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders /members or their spouses **conduct business** with the state in the previous twelve months?

Yes	No
-----	----

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and/ or adjudication of this bid?

Yes	No
-----	----

2.9.1 If so, furnish particulars

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

Yes	No
-----	----

2.10.1 If so, furnish particulars

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

Yes	No
-----	----

2.11.1 If so, furnish particulars

T2.6 DECLARATION OF INTEREST

SBD4

3. Full details of Directors / Trustees / Members / Shareholders:

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

2.6 DECLARATION OF INTEREST

SBD4

4. Declaration:

I, _____ the _____ undersigned (name)..... certify that the information furnished in Paragraphs 2 and 3 above is correct. I accept that the State may reject the bid or act against me in terms of Paragraph 23 of the General Conditions of Contract should this declaration prove to be false.

Bidder Name :

Name :

Position :

Signature :

Date :

Definition:

¹ **“State”** means:

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

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

^o **“Legal Person”**: an individual, **company**, or other entity which has legal rights and is subject to obligations.

T2.7DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES SBD8

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

Item	Question	Tick Box	
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 <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
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>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
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	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	<p>If so, furnish particulars:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		

T2.7DECLARATION OF PAST SUPPLY CHAIN MANAGEMENT PRACTICES SBD8

5. CERTIFICATION

I, the undersigned (Full Name)
certify that the information furnished on the 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.

Bidder Name	:	
Name	:	
Position	:	
Signature	:	
Date	:	

T2.8 CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION**SBD9**

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

T2.8 CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION

SBD9

I, the undersigned, in submitting the accompanying bid:

Bid ref: DIA6592/202 – Maintenance of Lifts and Escalators at King Shaka International Airport

(Bid Number and Description)

in response to the invitation for the bid made by:

Airports Company South Africa: King Shaka International Airport (ACSA-KSIA)

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 Bidding Company)

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

T2.8 CERTIFICATE OF INDEPENDENT BIDDERS DETERMINATION SBD9

- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Bidder Name	:	
Name	:	
Position	:	
Signature	:	
Date	:	

Js914w 2

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

T2.9 AUTHORITY FOR SIGNATORY

Signatories shall confirm their authority by attaching a duly signed and dated copy of the relevant resolution on Entity Letterhead. Relevant documentation to be also attached (e.g JV agreement stipulating % share of each JV partner)

A. COMPANIES

If a Tenderer/bidder is a company, an original or certified copy of the resolution by the Board of Directors / necessary authority, authorising the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS / NECESSARY AUTHORITY

An example is shown below:

“By resolution passed by the Board of Directors / necessary authority on :

Mr / Mrs / Ms :

whose signature appears below) has been duly authorised to sign all documents in connection with this Tender on behalf of

Name of Company :

In his / her capacity as :

Signed on behalf of the Company :

Signature :

Witness :

Date :

T2.9 AUTHORITY FOR SIGNATORY

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned :

hereby confirm that I am the sole owner of the business trading as:

Name of Company :

Signature :

Witness :

Date :

T2.9 AUTHORITY FOR SIGNATORY

C. PARTNERSHIP

The following particulars in respect of the partner / s must be furnished:

Full Name Of Partner	Residential Address	Signature

An example is shown below:

We, the partners in the business trading as :

hereby authorise :

to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and / or contract on behalf of

Signature :

Date :

Signature :

Date :

Signature :

Date :

T2.9 AUTHORITY FOR SIGNATORY

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

An example is shown below:

“By resolution of members at a meeting held on :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Close Corporation.

Name of Close Corporation :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Witness :

Date :

T2.9 AUTHORITY FOR SIGNATORY

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authorising a member or other official of the co-operative to sign the Tender documents on their behalf.

An example is shown below:

By resolution of members at a meeting held on :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Co-Operative.

Name of Co-Operative :

In his / her capacity as :

Signed on behalf of the Co-Operative :

Signature :

Witness :

Date :

T2.9 AUTHORITY FOR SIGNATORY

F. JOINT VENTURES

If a Tenderer is a joint venture, a certified copy of the resolution / agreement passed / reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority for signatories is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

Please attach JV agreement stipulation % share of each JV

An example is shown below:

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed / reached by the joint venture partners on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signatures appear below, has been authorised to sign all documents in connection with this bid on behalf of this Joint Venture.

Name of Joint Venture :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

Name :

In his / her capacity as :

Signed on behalf of Company :

Signature :

Date :

T2.9 AUTHORITY FOR SIGNATORY

G. CONSORTIUM

If a Tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Consortium:

By resolution of Consortium partners at a meeting held on :

Mr / Mrs / Ms :

Mr / Mrs / Ms :

whose signature appears below, has been authorised to sign all documents in connection with this Tender on behalf of this Consortium

Name of Consortium :

In his / her capacity as :

Signed on behalf of the Consortium :

Signature :

Witness :

Date :

T2.10 VALID PROOF OF REGISTRATION OF ENTITY AND IDENTITY DOCUMENTS

Provide information as described in Table 2

T2.11 VALID LETTER OF GOOD STANDING IN TERMS OF THE COID ACT

Provide information as described in Table 2

T2.12 SHAREHOLDERS / MEMBERS / PARTNERS INFORMATION

Provide information as described in Table 2

T2.13 RECORD OF ADDENDA TO TENDER DOCUMENTS

Bidder must complete the table below in the event that clarification, additional information or revised bid document of part thereof was issued to bidders after the tender issue date.

We confirm that the following communications received from the Airports Company South Africa – SCM Representative before the submission of this tender offer, have been taken into account in this tender offer:

#	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Bidder Name :

Authorised Signatory Name :

Position :

Signature :

Date :

T2.14 DECLARATION OF CORRECTNESS OF BID

Bidder Name	:	
Authorised Signatory Name	:	
Position	:	
Signature	:	
Date	:	

Hereby declare that the information furnished in the bid is entirely true and correct; and the bid is submitted on condition that the Bidder; its facilities, etc., shall at any stage be subject to inspection.

T2.15 NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into between:

1. Bidder Name :

Herein represented by :

Identity Number / Registration Number :

and

2. Bid Requestor : Airports Company South Africa

Herein represented by :

Identity Number / Registration Number : 1993/004149/30

1. THE PARTIES

1.1 The parties to this agreement are:

1.1.1

1.1.2 Airports Company South Africa

2. INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context

2.1.1 Words importing:

2.1.1.1 *Any one gender include the other two genders*

2.1.1.2 *The singular include the plural and vice versa*

2.1.1.3 *Natural persons include created entities (corporate or unincorporated) and vice versa*

2.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

2.2.1 Confidential Information:

2.2.1.1 *Any information or other data of whatsoever nature relating to Airports Company South Africa and the affiliated airports may disclose or provide to pursuant to this agreement, whether written, graphical or oral, including but not limited to*

2.2.1.1.1 Technical information, techniques, know-how, operating methods and procedures

2.2.1.1.2 Cost and source of inputs, pricing and purchasing policies

2.2.1.1.3 Computer data, programmes and information, price lists, customer lists (whether actual or potential)

2.2.1.1.4 Products, drawings and plans

2.2.1.1.5 Marketing information of whatsoever nature or kind;

2.2.1.1.6 Financial information or whatsoever nature or kind

T2.15 NON-DISCLOSURE AGREEMENT

2.2.2 Parties:

2.2.2.1 *and the Airports Company South Africa*

2.3 A reference to a third party includes that party’s successors and permitted assigns

2.4 Any reference to an enactment is to that enactment, as amended, as at the date of signature hereof, and as amended or re-enacted from time to time

2.5 If any provision in a definition in this agreement is a substantive provision conferring rights or imposing duties on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the operative part of this agreement

2.6 When any period is prescribed in this agreement, that period shall be exclusively of the first day and inclusively of the last day unless the last day is not a business day, in which case the last day shall be the next succeeding business day

3 RECITALS

3.1 The Airports Company South Africa will disclose certain confidential and proprietary information and data to, for the purposes of submitting a bid for the **Maintenance of Lifts and Escalators at King Shaka International Airport - Ref KSIA6813/2022/RFP.**

4 BASIS OF DISCLOSURE OF INFORMATION

4.1 acknowledges that

4.1.1 The undertakings given by it are absolutely essential to protect the interests of the Airports Company South Africa

4.1.2 The unauthorized use or disclosure of the confidential information disclosed to it may lead to the Airports Company South Africa suffering very substantial and irreversible damages

5 UNDERTAKINGS

5.1 undertakes

5.1.1 To use the confidential information disclosed to it solely for the purposes of assessing the data for this tender submission; and no other purpose whatsoever

5.1.2 To treat as confidential and not to disclose any confidential information to any person whatsoever

5.1.3 To take all reasonable steps to prevent the copying of the said confidential information by any means without the prior written approval of the Airports Company South Africa

5.1.4 To conduct research in the utmost good faith

5.2 The undertakings contained in 5.1 will apply during the operative period and indefinitely thereafter

5.3 The above undertakings will not apply to any confidential information

5.3.1 Which is already known or in the possession of at the time of the discussion relating to the proposed research, provided such possession is evidenced by the written records of existing at the date hereof.

T2.15 NON-DISCLOSURE AGREEMENT

5.3.2 Which has become part of the public domain by publication or otherwise, other than by negligence or default of or by the breach of this agreement by

5.3.3 Which has lawfully become known by of on a non-confidential basis from a source (other than the other party) having the legal right to disclose the confidential information

6. ARBITRATION

6.1 Any dispute arising from or in connection with this agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA, which arbitration shall be held in Durban

6.2 This clause 6 shall be severable from the remaining provisions of this agreement and shall continue to be of application, notwithstanding the cancellation or purported cancellation or termination of this agreement.

7 NOTICE

7.1 Any written notice in connection with this agreement may be addressed

7.1.1 In the case of:
Airports Company South Africa
P.O. Box 57701
King Shaka International Airport
4407
South Africa

7.1.2 In the case of

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

7.2 The notice shall be deemed to have been duly given: 14 days after posting, if posted by registered post to the party's address in terms of this sub-clause

7.3 On delivery, if delivered to the party's physical address in terms of this sub-clause or the next sub-clause dealing with the service of legal documents

7.4 On despatch, if sent to the party's then Telefax number and confirmed by registered letter posted no later than the next business day

7.5 A party may change that party's address and Telefax number for this purpose, by notice in writing to the other party

7.6 The parties choose the following addresses at which documents in legal proceedings in connection with this agreement may be served (i.e. their domicilium citandi et executandi)

7.6.1 In the case of:
Airports Company South Africa
South Africa

7.6.2 In the case of

.....

T2.15 NON-DISCLOSURE AGREEMENT

8. GENERAL

- 8.1 This agreement contains all the express provisions agreed on by the parties with regard to the subject matter of this agreement and the parties waive the right to rely on any alleged express provision not contained in this agreement
- 8.2 Neither party may rely on any representation that allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement
- 8.3 No contract varying, adding to, deleting from, notating or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties
- 8.4 No indulgence granted by a party shall constitute a waiver or abandonment of any of the party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other party which may have arisen in the past or which may arise in the future
- 8.5 Save as set out in this agreement, neither party may cede rights nor delegate any obligations in terms of this agreement without the written consent of the other party

9. ACCEPTANCE

In Witness Whereof, this Agreement has been executed by each of the parties as of the date first set forth above

Signed at :

On date :

Service Provider :

Witnesses 1 :

Witnesses 2 :

Signed at :

On date :

Employer : Airports Company South Africa

Witnesses 1 :

Witnesses 2 :

T2.16 ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD Number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity Number*	Personal Income Tax Number*

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

Section 6: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Following sections (7, 8,9 & 10)– Refer Part T2 Returnable Documents

Section 7: SBD4 issued by National Treasury must be completed for each tender

Section 8: SBD6 issued by National Treasury must be completed for each tender

Section 9: SBD8 issued by National Treasury must be completed for each tender

Section 10: SBD9 issued by National Treasury must be completed for each tender

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

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

T2.17a BANK LETTER

T2.17b LETTER OF SOLVENCY

Provide information as described in Table 2

T2.18 DETAILED FUNCTIONALITY CRITERIA

STAGE 2 : EVALUATION OF FUNCTIONALITY

- 1.1 The functionality / technical evaluation will be conducted by the Tender Preparation and Evaluation Committee (TPEC), which comprises of various skilled and experienced members from diverse professional disciplines.
- 1.2 Only bidders who qualify in Stage 1 (Mandatory) will be evaluated in Stage 2 (Functionality).
- 1.3 The Functionality criteria are as follows:
 - 1.3.1 **THRESHOLD:**
 - 1.3.1.1 The functional / technical evaluation will be based on a threshold, where bidders which **fail to achieve the Minimum Threshold Points Per Criteria and a minimum total of 65/100 points** on the functional / technical stage **will be disqualified and not be considered for further evaluation.**
- 1.4 All copies must be certified with original stamp (within the last 3 months)

TABLE 3: FUNCTIONALITY EVALUATION CRITERIA

#	Evaluation Criteria	Sub-Criteria	Points	Minimum Threshold points	Total Weighted Points
1	COMPANY / ENTITY EXPERIENCE			10	15
	<ul style="list-style-type: none"> • The bidder/tenderer must provide proof of Experience (trade reference letters) relevant to the scope of this bid document (Maintenance of Lifts/Escalators) • Provide a minimum of 2 Trade Reference Letters • References must be on bidders client’s letterhead and signed. If reference letter does not meet this, letter may not be considered. • Client Reference Letter to include Description of works (2.5 points) and Quality of Works (2.5 points) • Referees may be contacted. • Complete table 4 below. 				
1.1	Provide a minimum of 2 Relevant Trade Reference Letters . Maximum of 3 reference letters will be evaluated.	5 points per reference letter. <ul style="list-style-type: none"> a) Reference Letter 1 b) Reference Letter 2 c) Reference Letter 3 d) Reference letters that are not relevant to scope of works of this bid. 	5 5 5 0		

#	Evaluation Criteria	Sub-Criteria	Points	Minimum Threshold points	Total Weighted Points	
2	KEY PERSONNEL: RELEVANT QUALIFICATION AND EXPERIENCE			52	80	
2.1	RELEVANT QUALIFICATION All copies must be certified (within the last 3 months) <ul style="list-style-type: none"> • Relevant Qualification is required by each of the following personnel. Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority (SAQA). All qualifications must be SAQA accredited. • Proof of Relevant Qualification must be submitted. • Complete Table 5 below 				26	40
	Role	Qualification	Points			
	SITE MANAGER	<ul style="list-style-type: none"> • Trade Test in Lift Mechanic Plus • Trade Test in Mechanical/Electrical OR minimum N4 in Mechanical/Electrical Qualification • Any Occupational Health and Safety Training Certificate • ECSA Registered Lift Inspector OR Trained Lift Inspector 	15 (total)			
		<ul style="list-style-type: none"> • Trade Test in Lift Mechanic Plus • Trade Test in Mechanical/Electrical OR minimum N3 in Mechanical/Electrical Qualification 	10 (min)			
		<ul style="list-style-type: none"> • Neither of the above 	0 (zero)			
	LIFT MECHANIC	<ul style="list-style-type: none"> • Trade Test in Lift Mechanic Plus • Trade Test in Mechanical/Electrical OR minimum N3 in Mechanical/Electrical Qualification 	15			
		<ul style="list-style-type: none"> • Trade Test in Lift Mechanic 	10			
		<ul style="list-style-type: none"> • Neither of the above 	0			
	2 x TECHNICAL ASSISTANTS	<ul style="list-style-type: none"> • N3 (or above) Mechanical/Electrical Qualification OR Trade Test in Lift Mechanic (5 points per Assistant) 	10			
		<ul style="list-style-type: none"> • N2 (or above) in Mechanical/Electrical Qualification (3 points per Assistant) 	6			
<ul style="list-style-type: none"> • Neither of the above 		0				

#	Evaluation Criteria	Sub-Criteria	Points	Minimum Threshold points	Total Weighted Points
2.2	RELEVANT EXPERIENCE			26	40
	<ul style="list-style-type: none"> Relevant Experience is required by each of the following personnel. Proof of relevant experience (Name of company, project, position, responsibilities and the start and end date) should be included in the resources/personnel's CV) Provide comprehensive CVs and supporting documentation. CVs should include details of the relevant required qualification, experience, technical skills and capacity of the following key personnel of the Maintenance Team in relation to the scope of works in this bid document. CVs must be detailed to reflect the requirements of this bid. Ensure that the correct supporting CVs are included together with corresponding information. Complete Table 5 below 				
	Role	Qualification	Points		
	SITE MANAGER	>3 years experience (post qualification) in Maintenance/Installation of Lifts/Escalators and Adjusting of parameters and Commissioning PLUS Minimum 3 years supervisory experience	15 (total)		
		3 years experience (post qualification) in Maintenance/Installation of Lifts/Escalators and Adjusting of parameters and Commissioning) PLUS Minimum 2 years supervisory experience	10 (min)		
		Neither of the above	0 (zero)		
	LIFT MECHANIC	>3years experience (post qualification) in Maintenance or Installation of Lifts and Escalators	15		
		3 years experience (post qualification) in Maintenance or Installation of Lifts and Escalators	10		
		Neither of the above	0		
	2 x TECHNICAL ASSISTANTS	>1 years experience (post qualification) in Maintenance/Installation of Lifts and Escalators. (5 points per assistant)	10		
		1 year experience (post qualification) in Maintenance/Installation of Electrical or Mechanical Equipment (3 points per assistant)	6		
		Neither of the above	0		

3	RESOURCE PROPOSAL			3	5
Minimum required personnel for this works is 1x Site Manager, 1 x Lift Mechanic and 2 x Technical Assistants. Bidder to provide a detailed resource proposal including an organogram for on-site personnel. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised for this bid. This must also include a proposed shift roster and deployment schedule.					
	RESOURCE PROPOSAL	Bidder to provide: <ul style="list-style-type: none"> • Organogram for this works • Resource Plan • Shift Roster 	1 2 2		
TOTAL POINTS				65	100
<i>Bidders must score the minimum threshold points per criteria AND a minimum total of 65 out of 100 points for Functionality to be considered for further evaluation.</i>					

T2.18 DETAILED FUNCTIONALITY CRITERIA

The tables below must be completed .

TABLE 4: Relevant Company / Entity Experience (Refer Detailed Criteria in Table 3 above)
As a minimum, Provide Details below in line with the Reference Letters provided

#	Project Summary	Start Date – End Date	Project Value (R)	CONTACTABLE Reference Information
1.	Previous Works – Describe and Indicate Client	13 Mar 2014 – 30 Jun 2014	R X million	Company Name: XYZ Company Contact Person: Chairperson: J Soap Contact Number: 031 999 9999 Email Address: JSoap@ComplexABC.com

T2.18 DETAILED FUNCTIONALITY CRITERIA continued

TABLE 5: Key Personnel (Roles and Responsibilities) – REFER CRITERIA IN TABLE 3 ABOVE AND SCOPE OF WORKS.

- a. Provide Details of proposed team for this works including relevant experience and qualifications.
- b. The team must be appropriately qualified – As per requirements of this bid. Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority. All qualifications must be SAQA accredited.
- c. Attach CVs and certified copies (copy with original stamp) of their relevant qualifications etc.

Position	Name	Provide CV and Other Supporting Document's	Area of Specialisation	Number of Years Relevant Experience	Qualification / Training / Trade Test Proof
SITE MANAGER					
LIFT MECHANIC					
TECHNICAL ASSISTANT 1					
TECHNICAL ASSISTANT 2					
OTHER (INDICATE)					

T2.18 DETAILED RESPONSE TO ABOVE FUNCTIONALITY CRITERIA
Refer Table 3 above for more details

Company/Entity Experience - Attach info here

T2.18 DETAILED RESPONSE TO ABOVE FUNCTIONALITY CRITERIA
Refer Table 3 above for more details

Key Personnel for this works

Attach CV's, qualifications and other supporting documentation/information here.

Also complete the cover form below for each Key Personnel

Site Manager

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works: It is to be noted that 'relevant projects' refers to lifts and escalators.

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

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

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

Note:

- When completing the above schedule, Tenderer's must be cognisant of the requirements and evaluation criteria of this tender.
- Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications (or better) will need to be submitted for approval prior to taking up the position.

Lift Mechanic

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works

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

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

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

Note:

- When completing the above schedule, Tenderer's must be cognisant of the requirements and evaluation criteria of this tender.
- Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications (or better) will need to be submitted for approval prior to taking up the position.

Technical Assistant 1

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

<p>Key experience in relevant works</p> <p><u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>
--

Note:

- When completing the above schedule, Tenderer's must be cognisant of the requirements and evaluation criteria of this tender.
- Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications (or better) will need to be submitted for approval prior to taking up the position.

Technical Assistant 1

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works

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

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

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

Note:

- When completing the above schedule, Tenderer's must be cognisant of the requirements and evaluation criteria of this tender.
- Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications (or better) will need to be submitted for approval prior to taking up the position.

T2.18 DETAILED REPSONSE TO ABOVE FUNCTIONALITY REQUIREMENTS

Resource Proposal : Attach here

THE CONTRACT

PART C1

AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the: **Maintenance of Lifts and Escalators at King Shaka International Airport**

The Tenderer/Bidder, 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/Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidder 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	
The Offered Total of the Prices Exclusive of VAT is	R
Value Added Tax @ 15% is	R
The Offered Total of the Prices Inclusive of VAT is	R
(In words – Total offer inclusive of VAT)	

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

Bidder / Entity's Name & Address	:	
Represented By (Name/s)	:	
Capacity	:	
Signature/s	:	
Name & Signature of Witness	:	
Date	:	

C1.1 FORM OF OFFER AND ACCEPTANCE

B. ACCEPTANCE

By signing this part of the 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:

C.1 Agreement, and Contract Data, (which include this Agreement)

C.2 Pricing Data, including the Bill of Quantities

C.3 Scope of Work

C.4 Site Information

Attached Appendices

And the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into above listed parts.

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

The Tenderer shall within one week after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other 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.

C1.1 FORM OF OFFER AND ACCEPTANCE

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 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.

Name of Employer	:	
Address	:	
Telephone Number	:	
Facsimile Number	:	
Name	:	
Capacity	:	
Signature	:	
Date	:	
Witness Name	:	
Signature	:	
Date	:	

C1.1 FORM OF OFFER AND ACCEPTANCE

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by ACSA prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject	:	
Details	:	
2. Subject	:	
Details	:	
3. Subject	:	
Details	:	
4. Subject	:	
Details	:	
5. Subject	:	
Details	:	

C1.1 FORM OF OFFER AND ACCEPTANCE

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

C1.2 CONTRACT DATA

PART 1: C1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

New Engineering Contract (NEC3) Term Service Contract will apply – refer attached separately

C1.3 INSURANCE REQUIREMENTS

REFER APPENDIX B (attached separately) PLUS:

Contractor is responsible for the following as well:

- (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.

Sub-Contractors

The Contractor shall:

- a. Ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements.
- b. Enforce the compliance by Sub-Contractors where applicable.

C1.3 INSURANCE REQUIREMENTS

Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract.
- b. Proof of insurance must be submitted to the satisfaction of ACSA upon award.

Bidder / Entity Name

:

Authorised Signatory Name

Duly Authorised Person to Sign

:

Position

:

Signature

:

Date

:

PART C2 PRICING DATA

C2.1 PRICE ASSUMPTIONS / INSTRUCTIONS

1. PRICE AND B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, *etcetera*. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

2. PRICING INSTRUCTIONS:

2.1 The Pricing Schedules /Bills of Quantities form part of and must be read in conjunction with the entire bid document.

2.2 Prices must be quoted in South African Currency (Rands).

2.3 Prices must be fixed and firm.

2.4 Bidders must price in accordance with the pricing schedules hereafter to enable ACSA to compare priced offers.

2.5 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.

2.6 Do not leave any area blank in the pricing schedules. (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).

2.7 **Bidder's Offers that contain correctional fluid will be disqualified.**

2.8 **The use of correctional fluid is strictly prohibited and All corrections must be countersigned.**

2.9 All Provisional Sums and Estimated Quantities will be reimbursed against proven costs upon approval by ACSA representative.

2.10 Should there be any queries regarding the pricing schedule/s, same must be sent in writing via e-mail by the Query Closure Date.

2.11 Permit costs:

- Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
- No mark-up to be levied on Permit costs.
- All employees will be checked for criminal records.
- Cost for lost permits and new employees will not be reimbursed by ACSA.
- Foreign Nationals will need to provide a valid working permit.

2.12 No cost/mark-up to be levied on items provided by ACSA (e.g. Electricity etc.)

2.13 3rd Party Procured Items/Services:

- VAT shall not form part of mark-up calculations.
- All Discounts to be included prior to mark-up

2.14 The Bid offer must be inclusive of VAT.

2.15 The VAT portion must be indicated separately.

C2.2 PRICING SCHEDULES

SBD3

PRICING SCHEDULE 1 (1a & 1b) : PREVENTIVE MAINTENANCE (Refer Annex B)

Refer annexure B – all work to be done during working hours (06:00 – 22:00).

(NB: Maintenance cost schedule to be inclusive of labour, tools, consumables, PPEs, administrative cost, travelling and onsite vehicle.)

PRICING SCHEDULE 1a - OTIS LIFTS/ELEVATORS					
Item No.	Machine Number	Type	Price/Month	Price/year	Excl VAT
1	72NE9150	DNDT	R	R	
2	72NE9149	DNDT	R	R	
3	72NE9151	DNDT	R	R	
4	72NE9152	DNDT	R	R	
5	72NE9153	DNDT	R	R	
6	72NE9154	GEN2	R	R	
7	72NE9155	GEN2	R	R	
8	72NE9156	GEN2	R	R	
9	72NE9157	GEN2	R	R	
10	72NE9158	GEN2	R	R	
11	72NE9159	GEN2	R	R	
12	72NE9160	GEN2	R	R	
13	72NE9161	GEN2	R	R	
14	72NE9162	DNDT	R	R	
15	72NE9163	GEN2	R	R	
16	72NE9150	DNDT	R	R	
17	72NE9164	GEN2	R	R	
18	72NE9166	GEN2	R	R	

19	72NE9165	GEN2	R	R
20	72NE9167	DNDT	R	R
21	72NE9168	GEN2	R	R
22	72NE9169	GEN2	R	R
23	72NE9170	GEN2	R	R
24	72NE9171	GEN2	R	R
25	72NE9174	GEN2	R	R
26	72NE9173	GEN2	R	R
27	72NE9147	GEN2	R	R
28	72NE9146	GEN2	R	R
29	72NE9148	DNDT	R	R
30	72NE9140	GEN2	R	R
31	J-100046	HONTY	R	R
Sub-Total 1a (Items 1-31)			Excl VAT	R

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICING SCHEDULE 1b - SIGMA ESCALATORS				
Item No.	Machine Number	No. of Steps	Price/Month	Price/year Excl VAT
1	72NE9122	90	R	R
2	72NE9123	90	R	R
3	72NE9124	100	R	R
4	72NE9125	100	R	R
5	72NE9126	55	R	R
6	72NE9127	55	R	R
7	72NE9128	90	R	R
8	72NE9129	90	R	R
9	72NE9130	90	R	R
10	72NE9131	90	R	R
11	72NE9132	90	R	R
12	72NE9133	90	R	R
13	72NE9134	50	R	R
14	72NE9135	50	R	R
15	72NE9136	50	R	R
16	72NE9137	50	R	R
Sub-Total 1b			Excl VAT	R

NB: (a) All labour required during normal working hours will not be charged extra. This is inclusive of fault finding, providing root cause analysis reports and conducting corrective maintenance.

(b) Preventive maintenance shall not be done on decommissioned assets or assets undergoing refurbishment

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICING SCHEDULE 2 (2a & 2b): CALL OUTS

CALL OUT FEE, DIAGNOSTIC AND REPAIR RATES

Call out Fee must include first hour on site and travelling fee (after hours, weekends and holidays)

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

All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.

Call outs, Diagnostic and Repair rates are not chargeable during working hours (06:00 – 22:00) i.e. when resources are on site.

CALL-OUT HOURS ARE BETWEEN 22:00 – 06:00.

Pricing Schedule 2a : CALL-OUTS – 1st Hour				
Description	Estimate Quantity per year	Call out fee	Total/year	Excl VAT
*Call Out Fee which includes first hour on site and travelling fee (after hours, weekends and holidays)	84	R	R	
Sub-Total 2a			Excl VAT	R

Bidder/Entity’s Name : _____

Signature / Stamp: _____

Pricing Schedule 2b: CALL-OUTS – Exceeding 1 hour

The following table will apply if fault cannot be resolved within the 1st hour of Call out.

Diagnostic with repairs table:

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

Item #	Call Description	A Estimated time to repair/reset as logged in the ACSA system (hours)	B Estimated Quantity per year	C Rate per hour (after hours):	(AxBxC) Total: Estimated Time x QTY x rate
1	Releasing people trapped in a lift	0,25	6	R	R
2	Activation of back-up systems	0,25	4		
3	Activation of manual encoding	0,25	4		
4	Worn belts	4	4		
5	Lack of safety catches or stops	0,75	6		
6	Electrical malfunctions	0,75	8		
7	Pulley system failures	4	2		
8	Unable to open doors of elevators	2	10		
9	Reset after Power failure	0,25	20		
10	Lift staggering causing unstable movement	4	4		
11	No lights inside the elevator	0,25	4		
12	Fans not working inside the elevator	0,25	4		
13	Missing buttons	0,5	2		
14	No communication on intercom	1	2		
15	Lift skipping floors	2	2		

16	Faulty door sensors	2	2			
17	Faulty metal detector	1	2			
18	Door failure to close	0,75	2			
19	Uneven flooring	1	2			
20	Broken glass	2	2			
21	Noisy bearings	4	2			
22	Leaking oil	4	2			
23	Alarms	1	2			
24	Lift derailing from track	5	2			
25	Motor failure	4	2			
26	Faulty control unit	1	2			
27	Other: Provisional Amount				R 10 000.00	
Sub-Total 2b (Items 1 -27)					Excl VAT	R

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICING SCHEDULE 3 : ESCALATOR CLEANING (Refer Annex B)

Escalator cleaning must be done **after airport operating hours viz 22:30 -04.30**

PRICING SCHEDULE 3		
Total Number of Steps	Price Per Step	Total Excl VAT
1230	R	R
Sub-Total 3		Excl VAT R

Bidder/Entity's Name : _____

Signature / Stamp: _____

PRICING SCHEDULE 4: SPARES (Provisional)

PRICING SCHEDULE 4				
Value of Item/spare	Estimated Spares amount per year	Indicate Percentage Mark-up	Mark – Up Rand Value (AxB)	Total Excl VAT = A+C
	A	B	C	
R0 - R2,000	R 100 000	%		R
R2,001 - R5,000	R 150 000	%		R
R5,001 - R10,000	R 200 000	%		R
R10,001 - R50,000	R 350 000	%		R
Sub-Total 4				R

Mark-up shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Bidder/Entity’s Name : _____

Signature / Stamp: _____

PRICING SCHEDULE 5: OTHER PROVISIONAL SUMS

Provisional Sums will be re-imbursed on proven cost

PRICING SCHEDULE 5			
Item no.	Activity Description	Total/year Excl VAT	
1	Airport personnel access permits, vehicle airside access permits and induction	R	10 000
2	Safety File	R	5 000
3	Office Rental – monthly (R5400)	R	64 800
Sub-Total 5		Excl VAT	R 79 800

NB: When claiming for provisional costs, supporting documents shall be attached to the claim. All payments are done at proven cost and shall be on pre-approval basis.

Bidder/Entity’s Name : _____

Signature / Stamp: _____

SUMMARY PRICING SCHEDULE FOR ONE (1) YEAR

Description	1 year Total (excluding VAT)
Sub-Total 1a: Preventive Maintenance - Lifts	R
Sub-Total 1b: Preventive Maintenance - Escalators	R
Sub-Total 2a: Call Out - 1 st hour	R
Sub-Total 2b: Call Out – Exceeding 1 st hour	R
Sub-Total 3: Cleaning of Escalator	R
Sub-Total 4: Spares	R
Sub-Total 5: Other Provisional Sums	R 79 800.00
TOTAL Excluding VAT <i>(Carry over to Form of Offer and Acceptance)</i>	R
15% VAT <i>(Carry over to Form of Offer and Acceptance)</i>	R
GRAND TOTAL <i>(Carry over to Form of Offer and Acceptance)</i>	R

Bidder/Entity’s Name : _____

Signature / Stamp: _____

LABOUR RATES

Bidders to provide following labour rates that will be applied to adhoc works.

This is not to be included in the Pricing Schedules.

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

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

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

The contractor will be compensated according to the contractor’s repair rate provided in the table below and it is subject to discussion with the service manager due to external factors that are beyond the contractor’s control.

Item	Description	Normal Working Hours (R/hour) 06:00 – 22:00	After hours (R/hour)		
			Weekday 22:00 - 06:00	Saturday	Sunday / Public Holiday
1	Site Manager				
2	Lift Mechanic				
3	Technical Assistant				
4	Field Engineer				

Bidder/Entity’s Name : _____

Signature / Stamp: _____

PART C3 SCOPE OF WORK

C3 SCOPE OF WORK

The scope of work covers the Maintenance of Lifts and Escalators at King Shaka International Airport for a period of one (1) year.

All works to be carried out according to necessary legislation, South African National Standards (SANS), ACSA rules etc governing the site and this works.

Times :

- Airport Operating Hours: 04:30 – 22:30
- Normal Working Hours for this tender: 06:00 – 22:00
- After Hours: 22:00 – 06:00

DESCRIPTION OF THE WORKS

Employer's objectives

The Contractor will maintain and repair lifts and escalators at King Shaka International Airport. The Contractor shall conduct scheduled preventive maintenance as per preventive maintenance schedules provided by ACSA's Service Manager. During normal operating working hours, the Contractor shall attend to all breakdowns as reported by the Technical Helpdesk or Service Manager. When responding to breakdowns, the Contractor shall always adhere to response times and service level agreement as set out in the Annex E. The Contractor shall provide root cause analysis report (RCA) for all major breakdowns and/or when requested by the Service Manager.

The equipment is all located mainly in the terminal building and multi storey parking and there is one lift at the fire station – Refer Annex A.

This business case aims at achieving a high degree of availability and reliability during the useful life of lifts and escalators. The Contractor will be appointed directly by the Airports Company of South Africa.

Extent of the works

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

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

The OEMs for lifts and escalators at King Shaka International Airport are as follows:

- Lifts - OTIS
- Escalators - SIGMA.

The Contractor shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist). In this event the Contractor shall be responsible that such Hotline services are always operational and available.

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

The Contractor shall always remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the

Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in Lifts and Escalators maintenance and repair activities/procedures. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office. All replacement staff must be of the same qualification and skill as requested in this bid document.

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

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

The Employer will provide a storage facility for spares. The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. The Contractor shall ensure that a spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. Contractor to ensure that spares are effectively managed and scrapped parts and waste removed from site.

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

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

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement. Current airport requirements are safety shoes, relevant PPE and a uniquely numbered reflective jacket (for easy identification via CCTV).

The Contractor to ensure that daily status report for all equipment is provided to the Service Manager.

Contingency Plan

Contractor to ensure that a contingency plan is made available in the event of strikes, pandemic effects etc and that airport operations are not affected negatively.

Location of the works (Refer Annex A)

The Works are located at King Shaka International Airport at the Terminal Building, Multi-storey Parking, Multi-storey Office and Fire Station. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

PROCUREMENT

Requirements

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

Contractors must not supply spares of poor quality and parts that are not recommended by the OEM. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring spares.

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

Subcontracting

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

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

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

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

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

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

Methods and procedures

The contractor is to take cognizance that the airport is used by others (stakeholders, passengers etc) and other contractors may be on site for unrelated projects/services.

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

- Contractor to re-schedule their works to accommodate other airport contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors to reduce risk to Lifts and Escalators
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site if required
- Recommending improvements on maintenance procedures
- Co-operating with the Employer Security Department relating to security issues

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

As a minimum, the service provider must provide the following key personnel:

- 1 x Site Manager
- 1 x Lift Mechanic
- 2 x Technical Assistants

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 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's leave shall be reported and agreed with the Service Manager.

Refer Annex C more info on Resource Requirements

Management meetings

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

Electronic payments

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

Daily records

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

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. System availability (averaged per week)
2. Maintenance work (including % of scheduled maintenance work completed)
3. Daily checks performed
4. Maintenance plan for the next month
5. Latest spares inventory
6. Asset register up to date including equipment data
7. Outstanding maintenance issues

The Contractor shall keep copies of all reports and records for at least 1 year. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

- (a) The Contractor shall procure the permits at King Shaka International Airport. All airside services are in restricted areas and access-controlled areas; accordingly, it is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.
- (b) Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA KSIA Permit Office. The Service Provider will be liable for cost of these permits and induction courses
- (c) The Contractor shall be compensated for costs relating to Employer required permits.
- (d) The Contractor must ensure that he/she is, at all times, familiar with the Employer’s safety and security requirements relating to permits in order for no services to be delayed as a result thereof. This includes the permit application process (available to the Contractor upon request).
- (e) 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.
- (f) The Contractor shall have no claim against the Employer in the event that a permit request is refused for reasons not attributable to the Employer.

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 / Fire & Rescue

- (g) 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.
- (h) Unsafe acts/ negligent behaviour can lead to penalties/fines and/or a removal of the access permit.

Proof of compliance with the law

Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site, including but not limited to:

- OHS Act 85 of 1993
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- Airports Company Act, No.44 of 1993
- Civil Aviation Offences Act, No.10 of 1972
- South African Civil Aviation Authority Act, No.40 of 1998
- The ACSA Permit regulations
- Other relevant legislation

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

Health and safety

Health and safety requirements and procedures

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios

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

The Contractor will **not** be allowed to use two-way radios at the Airport.

Protection of the public

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

Barricades and lighting

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

Organization and Staff of the Contractor

Competence and Conduct of Workmen and Supervisory Staff

The Contractor shall employ persons that are competent and efficient in their specific trades and callings. Airports Company South Africa Limited may object to and require the Contractor to remove from site any person employed by the Contractor who, in the opinion of Airports Company South Africa Limited, misconduct's himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be employed under this contract again.

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have competence and abilities equal to or better than that of the personnel they replace.

Reliability

The Contractor shall take all reasonable measures to safeguard performance and quality.

Safety and Convenience of Airport

The Contractor shall protect the site properly and shall so arrange his operations that minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

Electricity and Water

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense, shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water.

Access to Available Drawings and Records

Airports Company South Africa Limited shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.

Shutdown and Access to Equipment

Airports Company South Africa Limited, at the request of the Contractor, shall arrange for necessary shutdowns of services and access to equipment to facilitate the execution of the Works wherever possible if required during night working hours. However, it should be noted that airport operations would be given priority in this regard.

Delivery of Materials and Equipment**Notices of Intention to Deliver**

No plant or Contractor's equipment shall be shipped or delivered to the Site until permission has been obtained by the Contractor from Airports Company South Africa Limited that these may be delivered. The Contractor shall be responsible for the reception at the Site of all plant, materials and Contractor's equipment delivered for the purposes of the works.

Notes:

1. Hot works can only be carried out after a Hot Works permit is issued by ACSA.
2. Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.
3. Contractor to provide PPE that is identifiable.
4. Housekeeping should be maintained at all times.

Approvals:

- Site Approvals - The contractor will require approvals as follows prior to working on site:-
 - Permit office for Permits (vehicles/individuals) and Parking.
 - Safety department for safety file approval and permit to work.
- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts/Service Manager.

Disposal Requirements

- Disposal during and after contract period:
 - The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract.
 - The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.

A valid disposal certificate must be submitted to ACSA

ANNEXURES specific to C3 (Scope of Works/Service information)

Title	Annexure
Schedule of Equipment	Annex A
Minimum Preventive Maintenance Programme	Annex B
Resource proposal	Annex C
Special Tools and Equipment	Annex D
Service Level Agreement	Annex E
Following annexures (F-K) will be completed by successful bidder and is included for information purposes.	
Occupational Health and Safety Agreement	Annex F
Environmental Terms and Conditions to Commence Work - Ems 048	Annex G
Health and Safety Requirements and Procedures	Annex H
Notification of Safety / Housekeeping Infringement	Annex I
Performance Evaluation	Annex J
Non-Conformance Form	Annex K

ANNEX A**SCHEDULE OF EQUIPMENT**

LIFTS				
Item No.	Machine no.	Model	Description	Location
1	72NE9150	DNDT	Passenger/service	TMB Inter Roof Area
2	72NE9149	DNDT	Passenger/service	TMB Inter Roof Area
3	72NE9151	DNDT	Passenger/service	TMB Domestic Roof
4	72NE9152	DNDT	Passenger/service	TMB Domestic Roof
5	72NE9153	DNDT	Passenger/service	TMB Arrivals STD Bank
6	72NE9154	GEN2	Passenger lift	TMB International Departures
7	72NE9155	GEN2	Passenger lift	TMB International Departures
8	72NE9156	GEN2	Passenger lift	TMB Domestic Depart L3
9	72NE9157	GEN2	Passenger lift	TMB Domestic Depart L3
10	72NE9158	GEN2	Passenger lift	TMB CONCRETE PASSE
11	72NE9159	GEN2	Passenger lift	TMB OVERSIZED BAGGE
12	72NE9160	GEN2	Passenger lift	TMB Arrivals Bag. Reclaim
13	72NE9161	GEN2	Passenger lift	TMB Arrivals Bag. Reclaim
14	72NE9162	DNDT	Trolley lift	TMB Departures North
15	72NE9163	GEN2	Passenger lift	TMB Food Court
16	72NE9150	DNDT	Passenger/service	TMB Inter Roof Area
17	72NE9164	GEN2	Passenger lift	TMB Food Court
18	72NE9166	GEN2	Passenger lift	TMB Woolworths/ Infor
19	72NE9165	GEN2	Passenger lift	TMB Woolworths/ Infor
20	72NE9167	DNDT	Trolley lift	TMB Departures North
21	72NE9168	GEN2	Passenger lift	TMB International Arrivals
22	72NE9169	GEN2	Passenger lift	TMB International Arrivals
23	72NE9170	GEN2	Passenger lift	Airline offices level3
24	72NE9171	GEN2	Passenger lift	Airline offices level3
25	72NE9174	GEN2	Passenger lift	MSO
26	72NE9173	GEN2	Passenger lift	MSO
27	72NE9147	GEN2	Passenger lift	MSP
28	72NE9146	GEN2	Passenger lift	MSP
29	72NE9148	DNDT	Trolley lift	MSP
30	72NE9140	GEN2	Passenger lift	CFR
31	J-100046	HONTY	Disable Lift	TMB

ESCALATORS				
Item No.	Machine no.	No. of steps	Direction	Location
1	72NE9122	90	Up	Inter Bussing Gate
2	72NE9123	90	Down	Inter Bussing Gate
3	72NE9124	100	Down	Domestic bussing gate
4	72NE9125	100	Up	Domestic bussing gate
5	72NE9126	55	Down	Dom arrivals, Baggage Reclaim
6	72NE9127	55	Down	Dom arrivals, Baggage Reclaim
7	72NE9128	90	Down	International Arrivals
8	72NE9129	90	Down	International Arrivals
9	72NE9130	90	Up	Exclusive books
10	72NE9131	90	down	Exclusive books
11	72NE9132	90	Up	Food Court
12	72NE9133	90	Down	Food Court
13	72NE9134	50	up	MSP
14	72NE9135	50	down	MSP
15	72NE9136	50	up	MSP
16	72NE9137	50	down	MSP

ANNEX B

MINIMUM PREVENTIVE MAINTENANCE PROGRAMME

The Contractor shall include a minimum maintenance programme that must attempt to cover all requirements under this contract. The Contractor is to ensure that the proposed maintenance programme tasks, frequencies and personnel are in accordance with all applicable laws, standards and best practise. This includes (but is not limited to).

- OEM standards, recommendations and specifications
- API standards,
- ASTM standards,
- SANS standards,
- OHS Act and regulations.
- ACSA Rules and regulations

All **Preventive Maintenance** shall be scheduled, at least, to the requirements of the following table. The Contractor shall ensure that all maintenance is done in accordance to the OEM requirements.

MAINTENANCE SCHEDULE FOR LIFTS (OTIS) AND ESCALATORS (SIGMA)

Must be carried out during Normal Working Hours of this tender viz 06:00 – 22:00

The scope of service is only for existing, serviceable and commissioned assets and should asset become unavailable or replaced, the contractor will cease maintenance on those assets and adjust price accordingly.

The service provider will be required to execute the following:

- Maintain and repair lifts and escalators,
- Procure spares on behalf of the employer,
- Stock and inventory management
- Fulfil all statutory requirements in terms of Occupational Health and Safety Act
- Make recommendations with regards to upgrades available in the market.

GENERAL CHECKS ON LIFTS

Description	Frequency
Inspect car interior	Monthly
Observe starting and stopping for signs of deterioration or malfunctions	Monthly
Observe floor levelling to ensure it is within tolerance	Monthly
Check the operation of the car and the landing doors and ensure all reversal devices function properly	Monthly
Check the operation of all controls within the car and especially the alarm devices	Monthly
Check the operation of normal and emergency lighting	Monthly
Checking and testing intercom function	Monthly
CONTROLLER	
Check all electrical connections for tightness	Monthly

Ensure ventilation fans and grills are clean and functioning	Monthly
Check fuse devises	Monthly
Keep all parts clean of dust	Monthly
The condition of relay contacts should be checked to ensure correct operation	Monthly
Ensure cabinet doors are locked shut after inspection	Monthly
LANDING FIXTURES	
Check the operation of all fixtures	Monthly
Check the operation of the fire service switches	Monthly
LANDING ENTRANCES	
Clean the landing door tracks	Monthly
Check the doors for free operation	Monthly
Check that the doors will close due to gravity or spring force	Monthly
Check correct engagement and contact wipe	Monthly
Check for excessive play in the bottom shoes	Monthly
Check the condition of the air cords or other coupling devices	Monthly
Check that bolts and fixing are tight	Monthly
Check the condition of the panels for damage	Monthly
Check the glass doors for fractures and replace damaged panels immediately	Monthly
Check the correct setting of thrust devices	Monthly
Check fixing bolt of the tracks and seals for tightness	Monthly
Inspect architraves and trims for damage and tightness	Monthly
GUIDE RAILS	
Check that the joints are secured	Monthly
Remove dirt and dust	Monthly
Ensure oil pots are full	Monthly
BELTS AND TERMINAL HITCHES	
Inspect the main belts for signs of deterioration	Monthly
Check that all the terminations are tight and secure	Monthly
Check and adjust the lengths to maintain correct over-runs	Monthly
Ensure the rope tensions are equal	Monthly
CAR ENTRANCE AND OPERATOR	
Clean the car door tracks of all debris	Monthly
Check that all the fixings are secure	Monthly
Check the adjustment of the door coupling mechanism and that all components are secure	Monthly
Check the door shoe for excessive movement or wear	Monthly
Check the up-thrust devices for minimum clearance	Monthly

Check the electrical cables for signs of damage	Monthly
Check the clearances door panels and returns	Monthly
Check the operation of the door locking mechanism	Monthly
Check the door closing speed and force	Monthly
Check the operation of the door open button and all other reversal devices	Monthly
HOISTWAY SWITCHES	
Clean the switches and check arms and rollers for free movement	Monthly
Check the function of all terminal switches	Monthly
Check the running clearance of inductors and magnets	Monthly
CAR FRAME EQUIPMENT	
Clean off lint and dust	Monthly
Ensure all the joints are secured	Monthly
Check for excessive clearance on sliding type shoes	Monthly
Investigate any unusual noise, heat or vibration	Monthly
Check the free operation of the safety gear linkage	Monthly
Ensure adequate clearance is maintained between the safety blocks and the rails	Monthly
Check the safety gear for correct engagement	Monthly
Check the condition and the adjustment of cab steadier devices	Monthly
Check that trailing cables are correctly hanging and check for any signs of damages	Monthly
Check the condition of all sheave grooves	Monthly
TRACTION MACHINE AND BRAKE	
Investigate any unusual noise, heat, vibration or any excessive movement of parts	Monthly
Check for loose bolts and fixings	Monthly
Check and ensure that traction sheave is secure	Monthly
Inspect the sheave for wear and damage	Monthly
Check the condition of the electrical connections	Monthly
Inspect the brake for free operation and minimum lift	Monthly
Check the machine brake release	Monthly
COUNTERWEIGHT	
Check that the weights are properly secured	Monthly
Check the sheave, frame, comp ropes, chain and guiding devices	Monthly
Check the sheave for lubrication	Monthly
Ensure free operation of any safety gear linkage	Monthly
Ensure adequate clearance is maintained between safety blocks and rails	Monthly
Check the safety gear for correct engagement	Monthly
PIT EQUIPMENT	
Check movement of the governor tension device and check the switch	Monthly
Check the buffer is secure	Monthly
Check that the compensation chains or free rope compensation are hanging correctly	Monthly
Ensure all equipment is clean	Monthly

GENERAL CHECKS ON ESCALATORS

ACSA, King Shaka International Airport has the following sizes of equipment manufactured by Sigma;

Escalator sizes:

- 50Steps
- 55 Steps
- 90 Steps
- 100 Steps

Preventive maintenance checks should be conducted monthly on each unit.

CHECKS	Frequency
Check the controller	Monthly
Conduct visual inspection of the unit	Monthly
Check main drive chain	Monthly
Check machine worm gear, motor, brake and chains	Monthly
Check function of the non-reversal device	Monthly
Check function of broken drive safety brake	Monthly
Check newel wheel and rollers	Monthly
Check handrail guide rollers	Monthly
Check tracks and fixings	Monthly
Check step bushes	Monthly
Check step and chain rollers	Monthly
Check handrail drive chains	Monthly
Check bottom carriage for free movement	Monthly
Conduct safety test	Monthly

NB: *The scope of service is only for existing, serviceable and commissioned assets and should asset become unavailable or replaced, the contractor will cease maintenance on those assets and adjust price accordingly*

ESCALATOR CLEANING

The cleaning of escalator steps must be done after airport operating hours viz: 22:30 – 04:30

As part of the scope, the service provider will be required to clean escalator steps as follows:

- All steps once every year as part of preventive maintenance and
- From time to time as and when needed

Escalator cleaning is essential to keep escalators looking good and free from lubricants that are used during escalator service and repairs.

ANNEX C

RESOURCE PROPOSAL (Personnel)

The Contractor shall include a detailed resource proposal (including an organogram for on-site personnel) at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

NB: As a minimum 4 (individual) key team members need to be allocated to the project serving in a full time Capacity:

1. One (1) Site Manager
2. One (1) Lift Mechanics
3. Two (2) Technical Assistants

Minimum Requirements for Following Personnel:

Resource/Personnel	Minimum Qualification	Minimum Experience
1xSite Manager	<ul style="list-style-type: none"> • Trade Test in Lift Mechanic Plus • Trade Test in Mechanical/Electrical OR minimum N3 in Mechanical/Electrical Qualification 	3 years experience (post qualification) in Maintenance/Installation of Lifts/Escalators and Adjusting of parameters and Commissioning PLUS Minimum 2 years Supervisory Experience
1xLift Mechanic	Trade Test in Lift Mechanic	3 years experience (post qualification) in Maintenance/Installation of Lifts and Escalators
2xTechnical Assistants	N2 (or above) in Mechanical/Electrical Qualification	1 year experience (post qualification) in Maintenance/Installation of Electrical or Mechanical Equipment

Bidders are required to demonstrate the following:

- Composition of team structure including roles & responsibilities and time allocation (i.e. full time vs part time)
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

CVs must be detailed to reflect the requirements of this bid.

ANNEX D

SPECIAL TOOLS AND EQUIPMENT

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum.

Below is a list of minimum Tools/Equipment that a contractor must have for this works.

Item no.	Item Name	Item Type	Purpose	Lead time
1	Terminal screw drivers	Connecting screw drivers	Electrical panels	On-Site
2	Grinder	Mechanical		On-Site
3	Bearing Puller	Mechanical	For replacement of bearings	On-Site
4	Mechanical Toolbox	Spanners, Ellen keys socker and screw drivers	For repairs	On-Site
5	Otis Test tool	GEN-2 Blue or Black	To fault find	On-Site
6	Sigma Test tool	DNDT	To fault find	On-Site
7	T piece long Allen key		Panels	On-Site
8	Grease gun		For greasing	On-Site
9	Vacuum cleaner		Cleaning	On-Site
10	Crowbar			On-Site
11	Trolley		Moving heavy components	On-Site
12	Big Spanners	30" X2 32" X2	Heavy duty spanners	On-Site

ANNEX E

SERVICE LEVEL AGREEMENT (SLA)

Times :

- Airport Operating Hours: 04:30 – 22:30
- Normal Working Hours for this tender: 06:00 – 22:00
- After Hours: 22:00 – 06:00

The normal airport operational hours is from 04:30 to 22:30 for every day of the year but will be confirmed/amended by the Service Manager from time to time based on operations.

The Workings Hours may be amended by Service Manager from time to time due to change in operational hours, airport traffic, unforeseen events (e.g COVID-19 effects).

MINIMUM STAFFING REQUIREMENTS

The Contractor must maintain the following **minimum** staff available always.

Resource/Personnel	Quantity	Days per week	Hours
Site Manager	1	Monday to Friday	08:00 to 16:30
Lift Mechanic	1	Monday to Sunday	08:00 to 16:30
Technical Assistants	2	Monday to Sunday	06h00 to 22h00

DETAIL REQUIREMENTS REGARDING STAFF

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the maintenance of Lifts and Escalators.

For all staff dedicated to this contract, the following must be submitted in detail:

- Full Names
- Proof of relevant qualifications and work experience on maintaining Lifts and Escalators.

Minimum Requirements for Following Personnel:

Resource/Personnel	Minimum Qualification	Minimum Experience
1xSite Manager	<ul style="list-style-type: none"> • Trade Test in Lift Mechanic Plus • Trade Test in Mechanical/Electrical OR minimum N3 in Mechanical/Electrical Qualification 	3 years experience (post qualification) in Maintenance/Installation of Lifts/Escalators and Adjusting of parameters and Commissioning PLUS Minimum 2 years Supervisory Experience
1xLift Mechanic	Trade Test in Lift Mechanic	3 years experience (post qualification) in Maintenance/Installation of Lifts and Escalators
2xTechnical Assistants	N2 (or above) in Mechanical/Electrical Qualification	1 year experience (post qualification) in Maintenance/Installation of Electrical or Mechanical Equipment

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature, whenever this is required in order to uphold the performance benchmarks of the SLA listed below.

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly.

SERVICE LEVEL PERFORMANCE BENCHMARKS

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; the Lifts shall be kept at or above an availability of 99.5% overall per month and the escalators shall be kept at or above an availability of 99.5% per month
Response time (The time taken between when the call is notified to the Contractor and when the Contractor’s representative has reached the affected equipment)	All breakdowns shall be responded to within: <ul style="list-style-type: none"> ➤ 30 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours (06:00 to 22:00) ➤ 45 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours (22:00 to 06:00) <p>NOTE: The cumulative response time for any month may not exceed 100 minutes.</p>
Closure Duration (The time taken between when the call is notified to the Contractor and when the outage on the equipment is resolved)	All breakdowns shall be resolved within: <ul style="list-style-type: none"> ➤ Minor Breakdowns: 2 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) ➤ Major Breakdowns: 24 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) <p>NOTE: The cumulative closure duration for any month may not exceed 150 minutes.</p>
% of planned maintenance completed per month	100% of all planned maintenance work orders shall be completed per month

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where the Employer has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC).

Once the Contractor has arrived on site, he/she must notify the IMC of the problem found and the expected resolution time of the problem.

Finally, once the problem has been resolved the Contractor will advise the IMC of the resolution.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor’s control. The only exceptions will be stoppages due to mains electricity supply failures and/or where the Employer has

refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 3 months
Defect free liability period – project work	The defect free period will be no less than 12 months.

HUMAN RESOURCES

The following minimum standards shall apply to resourcing:

1. For all **callouts**: Considering current airport access control infrastructure and security arrangements, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement benchmarks.
2. The rostered maintenance staff compliment shall be sufficient to perform all required **preventative maintenance** for each month.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
4. During normal working hours, the Contractor shall have at least one senior person (Lift Mechanic or Site Manager) who will respond to the calls logged to the Technical Helpdesk:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the Bidder’s responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to.

The Employer reserves the right to verify all personnel employed under this contract. Furthermore, The Employer reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

LOW SERVICE DAMAGES

The Low Service Damages table does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT. This addendum may not be terminated for convenience.

The Employer must notify the Contractor in writing/via e-mail of its intention to impose low service damages within 30 days of an event or the Employer will lose its right to impose the low service damages. Should the Employer not impose low service damages for an event it shall not be interpreted that the level of performance is acceptable or that the Employer shall not be entitled to impose low service damages for similar future events. Under no circumstances shall low service damages be regarded as the only action the Employer may take against the Contractor or the only amount it may claim from the Contractor.

Low Service Damages Table

Low service damages table 1

Legislative and Administrative		
Item	Low service	*Damages per incident
1	Failure to issue and wear personal protective equipment (PPE)	R 200.00 to R 20,000.00
2	Failure to conduct safety induction training for all personnel on or visitors to the site	
3	Working on site without attending safety induction training	
4	Failure to maintain valid letter of good standing with the Compensation Commissioner	
5	Failure to keep a visible and legible copy of the OHS Act on the site	
6	Failure to fully stock the first aid box in accordance with all risks identified in the site safety file and risk register	
7	Failure to keep the site safety file up to date at no less than a monthly frequency	
8	Failure to disclose or report any first aid cases, near miss, minor/major/fatal injuries as prescribed by the OHS Act	
9	Failure to adhere to safe work procedure(s) as stipulated in the Hazard Identification and Risk Assessment and safety plan	
10	Failure to maintain records and registers as per the OHS Act and all applicable regulations	
11	Failure to conduct and record all audits and inspections as required by legislation	
12	Keeping and using un-serviced fire equipment on site	
13	Failure to make use of ablution facilities	
14	Failure to remove personnel from site who are (or appear to be) under the influence of intoxicating or impairing substances (such as alcohol or drugs)	
15	Failure to close out previously raised non-conformances	
16	Failure to make and update appointments required by legislation	
17	Failure to adhere to the OHS Act of 1993 and its regulations	
18	Unauthorised water connections	
19	Unauthorised connections to fire main	
20	Unauthorised electrical connections	
21	Unauthorised use of passenger luggage trolleys Such as use of luggage trolleys for purposes other than to transport luggage	
22	Unauthorised and/or unlawful disposal of spoilt materials, waste, used spares/parts, etc.	
23	Unauthorised dumping/disposal/deposit of any liquid or solid waste into storm water or sewer mains	
24	Non-compliance with environmental specifications	
25	Non-compliance with safety specifications OR safety infringements Refer to Annexes	

*To be decided by a representative of ACSA Safety Department or a representative of ACSA Environmental Management Department, or both, depending on the scope of impact of the infringement and who are duly authorised by the Employer to impose Low Service Damages

Low service damages table 2		
Service Levels		
Item	Low service	Damages
1	Failure to maintain minimum staffing levels on site without prior authorisation by the Service Manager	R 500.00 per role per day
2	Failure to meet response time service level benchmarks	R 3,000.00 per infringement
3	Failure to meet closure duration service level benchmarks	R 3,000.00 per infringement
4	Failure to maintain defect free period through poor workmanship on corrective or preventative maintenance tasks	R 3,000.00 per infringement

5	Where a repair is delayed by 1 calendar day or more due to the unavailability of a spare part without the approval of the Service Manager or his/her duly authorised representative	R 2,500.00	
6	Leaving a breakdown unattended or incomplete for another day without the approval of the Service Manager or his/her duly authorised representative	R 2,500.00 per infringement	
7	Failure to perform 100% of all required preventative maintenance tasks per month	R 5,000.00	
8	Total breakdowns requiring a second level of response exceeding the limit of 3 per month	R 2,500.00 per breakdown	
9	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; the Lifts shall be kept at or above an availability of 99.5% overall per month and the escalators shall be kept at or above an availability of 99.5% per month		
	Failure to achieve % availability, % of maintenance value will be deducted	94% - 89%	-2%
		88% to 90%	-3%
		85 to 87%	-5%
		84% to 80%	-10%

Continuous Improvement Program and the Computerized Maintenance Management System (CMMS)

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

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

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program. It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

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

MAINTENANCE RECORD SHEETS

When maintenance is performed, record sheets must be completed and signed off by both the Technician and a representative of the Employer.

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

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

The Contractor shall further provide copies of these record sheets to the Service Manager by the fifth working day of every month. **No remuneration will be made if record sheets and monthly reports are not submitted by the Contractor to the Employer.**

ANNEXURES F-K

Following annexures will be completed by successful bidder and is included for information purposes.

Title	Annexure
Occupational Health and Safety Agreement	Annex F
Environmental Terms and Conditions to Commence Work - Ems 048	Annex G
Health and Safety Requirements and Procedures	Annex H
Notification of Safety / Housekeeping Infringement	Annex I
Performance Evaluation	Annex J
Non-Conformance Form	Annex K

ANNEX F

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

OBJECTIVES

To assist Airport Company South Africa (the Employer) to comply with the requirements of:

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

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

The parties to this Agreement are:

Name of Organization:	AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT
Physical Address:	Airport Company South Africa King Shaka International Airport

Hereinafter referred to as "Employer"

Name of organisation:	
Physical Address	

Hereinafter referred to as "the Mandatary/ Contractor"

MANDATORY’S MAIN SCOPE OF WORK

<i>To be completed by Contractor</i>

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Employer's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or Contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Employer's premises, or which shall remain in force for that duration of their contractual relationship with the Employer, whichever period is the longest.
 - Public Liability Insurance Cover as required by the Agreement.
 - 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 Employer's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Employer'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 Employer'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 Employer.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Employer's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or Contractor on the Employer's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Employer.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Employer's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Employer's premises. Anyone suspected to be under the influence of alcohol, or any other intoxicating

substance, shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

- 14. Full participation by the Mandatary shall be given to the employees of the Employer if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

- 1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Employer.
- 2. The Mandatary confirms that he has been informed that he must report to the Employer’s management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
- 3. The Mandatary warrants that he/she shall not endanger the health & safety of the Employer’s employees and other persons in any way whilst performing work on the Employer’s premises.
- 4. The Mandatary understands that no work may commence on the Employer’s premises until this procedure is duly completed, signed and received by the Employer.
- 5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

I, _____ (Name and Surname), a duly authorised 16.2

Appointee acting for and on behalf of _____ (Company Name) undertake to ensure that the requirements and the provisions 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

SIGNATURE ON BEHALF OF THE EMPLOYER
AIRPORTS COMPANY SOUTH AFRICA SOC LTD

DATE

ANNEX G

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

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS.

	<ul style="list-style-type: none"> • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

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

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

I, _____ (name & surname) of _____

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

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEX H****1. REPLACEMENT OF STAFF**

- 1.1. Staff removed for any reason whatsoever shall be immediately replaced.
- 1.2. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace.

2. HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

- 2.1. All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request.
- 2.2. 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 successful bidder is expected to sign the undertaking in this regard as attached. 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.
- 2.3. The Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.
- 2.4. Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.
- 2.5. Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.
- 2.6. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.
- 2.7. Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.
- 2.8. 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.
- 2.9. 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
 - Multi-Storey Office (MSO) Building
- 2.10 Any process in the above mentioned areas involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
- 2.11 Safety equipment shall be used where applicable (e.g. safety goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- 2.12 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.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEXURE H cont.**

- 2.13 No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.
- 2.14 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.
- 2.15 The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
- 2.16 The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- 2.17 At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.
- 2.18 The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer's representative. 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.
- 2.19 Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.
- 2.20 The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type as approved by the ACSA IT department.

NOTIFICATION OF SAFETY / HOUSEKEEPING INFRINGEMENT

ANNEXURE I

Contractor will need to complete as required

Notification of Safety / Housekeeping Infringement	
Name of Contractor	
Name of Responsible Individual	
Activity in Progress at the Time of Infringement	
Nature of Infringement	
Serious	Minor
Issued By	
Name	
Date	
Time	
Contact Details	
Issued To	
Name	
Date	
Time	
Contact Details	

PERFORMANCE EVALUATION

ANNEXURE J

Contractors will be evaluated on the following on a quarterly:

Item	Description	Rating						Comments
		1	2	3	4	5	N/A	
1.	Safety and Housekeeping:							
	- Safety Warning sign in place							
	- Isolation/cordon/Barricading off area							
	- Warning Signs in place							
2.	Reporting:							
	- Progress Reports submitted on time							
3.	Personal Protective Equipment:							
	- Wearing of PPE							
4.	Security and Uniform:							
	- ID card always clearly visible							
	- Clear sign of the name of company							
	- To be properly dressed in overalls with company name on the back for identification							
5.	Reliability:							
	- No repeat incident on equipment							
	- Keep agreed spares available							
6.	Submission of documentation:							
	- Quotes submitted with agreed time frame							
	- Invoice submitted on time							
7.	Workmanship:							
	- Quality of workmanship							
8.	Systems:							
	- Job card system in place and connected to ACSA CMMS							
9.	Preventative Maintenance Plan:							N/A
	- Preventative Maintenance plan in place							
10.	Reaction Time:							N/A
	- Speed of resolving calls based on CMMS information report							
11.	Safety Documentation:							
	- Submission and updating of Safety Documents							
Total Score:		/ 55						%

PERFORMANCE EVALUATION

ANNEXURE J cont.

Evaluation Comments:	

ACSA Representative

:

Signature

:

Date

:

Service Provider

:

Signature

:

Date

:

Service Manager

:

Signature

:

Date

:

NON-CONFORMANCE FORM

ANNEXURE K

	Non Conformance Report	ME DOC 200610/01
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Contractor name			
Contract/Service description			
Contract number		Reference document	ME DOC 200610/01
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response date required
			6
ACSA Representative's Email Address	Telephone	Cell	Facsimile

CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non Conformance			
Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile

contractor'S Response:		(B) Immediate Corrective Action	(C) Action to Prevent Recurrence
(A) Cause			
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name	Signature	Title	Date

ACSA Representative: Evaluation of Proposed Corrective Action		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>	
Comments				
Name	Signature	Title	Date	

CONTRACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements			
Recipient/Reps Name	Signature	Title	Date Implemented

ACSA Representative: Follow up and close out		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>	
Comments				
Name	Signature	Title	Date	

	Non Conformance Report	ME DOC 200610/01
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NON CONFORMANCE REPORT (NCR) PROCESS

- 1 The **ACSA representative** notices any irregularity concerning contractor performance, quality, deviation from contract, etc and fills out this form.
- 2 The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's representative**.
- 3 The **Contractor's representative** signs acceptance and understanding of the NCR
- 4 The **ACSA representative** gives a copy of this signed NCR to the M&E managers office for filing and noting.
- 5 The **Contractor's representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
- 6 The **Contractor's representative** submits the response e-mail / fax .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
- 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
- 8 Note: If the response is not adequate, the **Contractor's representative** must resubmit a solution.
- 9 Upon completion of the corrective action and verification thereof, the **Contractor's representative** then informs the **ACSA representative** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
- 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
- 11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail / fax.
- 12 If the original situation still exists, and the NCR can not be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
- 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.
- 14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note:

- All parties shall ensure that no delays are caused in the above chain of events.
- The shaded areas are to be completed by the **Contractor's representative**

PART C4

SITE INFORMATION

Site Location

The service site is King Shaka International Airport which is a National Key Point.

Description

The *services* are situated in the terminal building, multi storey office, multi storey parking and Fire Station of King Shaka International Airport.

General Site Conditions

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 60%
Wind	28m/s
Height above Sea Level	1,680 m
Slope(Existing/Modified)	Level
Seismic	N/A

The contractor is required to comply to all Airport safety regulations and no work shall commence until the safety file has been approved and permit to work issued.

All works to be carried out according to necessary Legislation, South African National Standards (SANS), ACSA rules etc governing the site and works.

APPENDICES

REFER SEPARATELY ATTACHED

Appendix A : Bid Advert
Appendix B : Insurance Schedule
Appendix C : Sample Contract

NB: Following Appendices to be completed by the successful bidder (included for information purposes)

Appendix D : Safety File Requirements
Appendix E : Permit to Work
Appendix F : Environmental Management System Policy Statement
Appendix G : EMS048 ACSA Service Maintenance Contractors Environmental Terms
Appendix H : Environmental Impact of Service and Maintenance Contractors

BID COMPLETION CHECK LIST

Item #	Item Description	Completed	Signed	Supporting Documents Included
Page 4	Acceptance of the terms and conditions of this RFB / RFP			
T2.1	CIDB Grading			
T2.2	Schedule of Proposed Sub-Contractors (if applicable)			
T2.3.	SBD6.1: PPFA Claim Form			
T2.3.1	B-BBEE Information & Valid proof of B-BBEE Level			
T2.4	National Treasury Central Supplier Database (CSD) Registration			
T2.5	Tax Clearance Certificate Requirements			
T2.6	SBD4: Declaration of Interest			
T2.7	SBD8: Declaration of Past Supply Chain Management Practices			
T2.8	SBD9: Certificate of Independent Bidders Determination			
T2.9	Authority for Signatory			
T2.10	Valid Proof of Registration of Entity And ID Documents of Directors etc			
T2.11	Valid Letter of Good Standing in terms of COID Act			
T2.12	Shareholders / Members / Partners Information			
T2.13	Record of Addenda to Bid Document			
T2.14	Declaration of Correctness of Bid			
T2.15	Non-Disclosure Agreement			
T2.16	Enterprise Questionnaire			
T2.17	a) Bank Letter b) Letter of Solvency			
T2.18	Functionality Criteria Response: Refer Table 3 for more details <ul style="list-style-type: none"> • Trade Reference Letters • Key Personnel: CVs, Proof of Qualifications & other supporting documents • Resource Proposal 			
C1.1	Form of Offer and Acceptance			
C1.3	Insurance Commitment			
C2.2	SBD3: Pricing Schedules			