



# **TENDER DOCUMENT**

**FOR**

**REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY  
(UPS) SYSTEMS  
AT KING SHAKA INTERNATIONAL AIRPORT**

**Tender Reference Number: KSIA6994/2022/RFP**

**October 2022**

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

**Note:**

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

**VOLUME 1**

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

## TENDERER'S DETAILS

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

<b>TENDER/BID REFERENCE NUMBER</b>	: KSIA/6994/2022/RFP
<b>ISSUE DATE</b>	: 31 October 2022
<b>NON- COMPULSORY BRIEFING SESSION via Microsoft TEAMS</b>	: 10 November 2022 at 10h00
<b>QUERY CLOSURE DATE</b>	: 15 November 2022
<b>BID SUBMISSION CLOSING DATE AND TIME</b>	: 1 December 2022 at 12h00 (mid-day)
<b>SUBMISSIONS DELIVERY</b>	: King Shaka International Airport (La Mercy in KZN) : ACSA Reception : Ground Floor - Multi Storey Office Block : Located in the Pick-Up Zone area

**THIS BID IS OPEN TO ENTITIES BASED IN SOUTH AFRICA ONLY**

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Appendices included for information purposes. Successful bidder will be required to complete them.	

## T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited invites tenders for the **Replacement of Uninterruptable Power Supply (UPS) Systems at King Shaka International Airport.**

### Pre-Qualifying Criteria

Preference is offered to tenderers who are a **B-BBEE level 1, 2,3 or 4** (refer to Tender data C.3.11)  
A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated.

### Mandatory Criteria

- a) It is estimated that bidders must have a CIDB contractor grading designation of **6EB or higher.**
- b) Completed SBD4 Bidders Disclosure Form.

#### 1.1.1 TENDER DOCUMENT AVAILABILITY

Tender document is available from **31 October 2022** for free download from National Treasury's e-Tender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Please print and complete.

#### 1.1.2 BRIEFING SESSION

##### NON-COMPULSORY BRIEFING SESSION Via Microsoft TEAMS

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

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

Or call in (audio only) - 021 834 0841

Phone Conference ID: 332 722 47#

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

#### 1.1.3 QUERIES, CLARIFICATION AND COMMUNICATION

Queries relating to the issue of these documents may be addressed to E-mail address: [tenders.scm1@airports.co.za](mailto:tenders.scm1@airports.co.za)

Closing date for Enquiries is **15 November 2022.**

#### 1.1.4 TENDER CLOSING DATE AND TIME :

Bids must be submitted **on or before 12h00 (mid-day) on 1 December 2022.**

Submit bids during admin working hours (8-4pm) Monday to Friday as there may not be anyone available to receive bids outside working hours.

### 1.1.5 SUBMISSION OF BID DOCUMENTS

**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

Deposit Register must be completed upon bid submission.

### 1.1.6 LATE BIDS

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.

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

### 1.1.7 BID RESPONSES

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

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

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

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

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.

Bidders who submit bids that involve joint venture (JV) partnerships or sub-contractors / sub-consultants must ensure their submission aligns to the necessary SA tendering legislation (e.g CIDB for CIDB related tenders).

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

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

## T1.2 Tender Data

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

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

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

Clause Number	Tender Data
<b>C.1</b>	<b>GENERAL</b>
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p><b>Part T2: Returnable Documents</b></p> <p>List of returnable documents</p> <p>Returnable schedules</p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Forms of Securities</p> <p>C1.4 Occupational Health and Safety Agreement</p> <p>C1.5 Insurance Schedule</p> <p><b>Part C2: Pricing Schedule</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Price Lists</p> <p><b>Part C3: Service Information</b></p> <p><b>Part C4: Site information</b></p> <p><b>Appendices attached separately for information purposes. Successful bidder will complete.</b></p>
C.1.4	<p>The Employer's Agent is: Maliga Gounden</p> <p>Email address: <a href="mailto:tenders.scm1@airports.co.za">tenders.scm1@airports.co.za</a></p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p><b>C1.5 Cancellation and Re-Invitation of Tenders</b></p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ol style="list-style-type: none"> <li>due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</li> <li>funds are no longer available to cover the total envisaged expenditure; or</li> <li>no acceptable tenders are received.</li> <li>there is a material irregularity in the tender process.</li> </ol> <p>C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>

<b>C.2</b>	<b>TENDERER'S OBLIGATIONS</b>
C.2.1	<b>Eligibility</b>  Refer Pre-Qualifying and Mandatory Criteria as listed in C3.11
C.2.2	<b>Cost of tendering</b>  C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.2.3	<b>Check documents</b>  Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	<b>Confidentiality and copyright of documents</b>  Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	<b>Acknowledge addenda</b>  Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	<b>Clarification meeting</b>  A Non-Compulsory Briefing Session will be conducted virtually via MS TEAMS on <b>10 November 2022 at 10h00.</b>  <b>Microsoft Teams Link:</b> <a href="#">Click here to join the meeting</a>  <b>Briefing Session Link can also be found on separate document/page for ease of joining.</b>
C.2.8	<b>Seek clarification</b>  Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date of <b>15 November 2022.</b>
C.2.9	<b>Insurance</b>  Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.



C.2.11	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered.</p>
C.2.13	<p><b>Submitting a tender offer</b></p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original PLUS one (1) copy AND in electronic format (USB Flash Drive) with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p><b>Closing time</b></p> <p><b>This tender closes on 1 December 2022 at 12H00 (mid-day).</b></p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Submit tender to : King Shaka International Airport (La Mercy / Durban in KZN)</b>  <b>ACSA Reception</b>  <b>Ground Floor - Multi Storey Office Block (Located in Pick-Up Zone area)</b></p> <p><b>Identification details: Bid Ref. No: KSIA6994/2022/RFP</b></p> <p><b>Title: Replacement of UPS system at King Shaka International Airport</b></p>
C.2.16	<p><b>Tender offer validity</b></p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p>

	<p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p><b>Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
<b>C.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification by <b>18 November 2022</b>.</p>
C.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p><b>Return late tender offers</b></p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p><b>Opening of tender submissions</b></p> <p>There will be a public opening of the bids after closing date and time at King Shaka International Airport – , MSO Building - Ground Floor.</p>
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p><b>Test for Responsiveness</b></p> <p>Bidder must comply with the following or will be disqualified:</p> <ul style="list-style-type: none"> <li>• Bidding/Tendering Entities must be based in South Africa.</li> <li>• Each entity/organisation must submit only one (1) tender</li> <li>• Pricing Schedules / BOQs must be completed and submitted in the manner prescribed in this bid.</li> </ul> <p>The detailed Evaluation Process will follow here-after to further determine if the bidder/tenderer is fully responsive.</p>

C.3.9	<p><b>Arithmetical errors, omissions and discrepancies.</b></p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ul style="list-style-type: none"> <li>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>(ii) the summation of the prices.</li> </ul> </li> </ul> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> <li>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> </ul>
C.3.10	<p><b>Clarification of a tender offer</b></p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
C.3.11	<p><b>EVALUATION OF TENDER OFFERS</b></p> <p><b>Detailed Evaluation of bids will commence after bidders satisfy the Test for Responsiveness (per clause C.3.8)</b></p> <p><b>STAGE 1 EVALUATION: PRE-QUALIFYING CRITERIA</b></p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>Accordingly, only bidders with a <b>B-BBEE status Level 1,2,3 or 4</b> are eligible to bid. Please note in the event of a joint venture (JV) a valid <u>consolidated</u> B-BBEE verification certificate in the name of the JV from a SANAS accredited rating agency, must be submitted.</p> <p><b>A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated.</b></p> <p><b>STAGE 2 EVALUATION: MANDATORY CRITERIA</b></p> <ul style="list-style-type: none"> <li>c) Tenderers who are CIDB contractor grading of <b>6EB</b> or higher may submit tender offers.</li> <li>d) Completed SBD4 Bidders Disclosure Form.</li> </ul>

**STAGE 3 EVALUATION: FUNCTIONALITY CRITERIA**

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below.

Bidders who **fail to achieve the Minimum Threshold Points Per Criteria and a Minimum Total of 63/100 points** on the functional / technical stage **will be disqualified and not be considered for further evaluation.**

DESCRIPTION OF QUALITY CRITERIA	WEIGHT-ING	SUB CRITERIA	MAXIMUM / TOTAL POINTS	MINIMUM THRESHOLD POINTS
Bidder's/Entity Experience	27	3 x Trade Reference Letters (9 points per letter)	27	21
Key Personnel: Qualification	10	Contract Manager	5	3
		Technician/Electrician	5	3
Key Personnel: Experience	10	Contract Manager	5	3
		Technician/Electrician	5	3
Methodology and Program	22	Methodology	10	6
		Program	12	8
Product Brochure with specification	31	UPS Brochure (static)	8	4
		UPS Brochure (modular)	14	6
		OEM Letter	9	6
TOTAL FUNCTIONALITY POINTS			100	63
Bidders must score the minimum threshold points per criteria AND a minimum total of 63 out of 100 points for Functionality to be considered for further evaluation.				

**FUNCTIONALITY EVALUATION CRITERIA BREAKDOWN**

#	Evaluation Criteria	Sub-Criteria		Total Weighted Points	MINIMUM THRESHOLD POINTS
1	<b>COMPANY / ENTITY EXPERIENCE</b>			27	21
	<ul style="list-style-type: none"> <li>The bidder/tenderer must provide proof of relevant Experience (trade/client reference letters – Supply and Installation of UPS system).</li> <li>Provide Trade Reference Letters for projects with a value of R1m or/and more.</li> <li>Trade Reference Letter to include Description of works, Quality of Works , Project Minimum value of R1m</li> <li>A maximum of 3 trade reference letters will be evaluated.</li> <li>References must be on bidders client's letterhead and signed. If reference letter does not meet this, letter may not be considered.</li> <li>Referees may be contacted.</li> <li>Complete schedule/table</li> </ul>				
1.1	<b>Provide trade/client reference Letters.</b>	<p>Each Reference Letter will be evaluated as follows:</p> <ul style="list-style-type: none"> <li>Description of works (3 points)</li> <li>Quality of work PERFORMED BY bidder (3 points)</li> <li>Minimum R1m works Incl VAT (3 points)</li> </ul> <p>(9 points per letter)</p> <p>a) <b>Letter 1</b></p> <p>b) <b>Letter 2</b></p> <p>c) <b>Letter 3</b></p> <p>Reference letters that are not relevant to scope of works of this bid or has negative reference will score zero (0).</p>		27	21

#	Evaluation Criteria	Sub-Criteria	Points	TOTAL Weighted Points	MINIMUM THRESHOLD POINTS
2	<b>KEY PERSONNEL: RELEVANT QUALIFICATION AND EXPERIENCE</b>			<b>10</b>	<b>6</b>
2.1	<b>RELEVANT QUALIFICATION</b> <b>All copies must be certified</b> <ul style="list-style-type: none"> <li>• <b>Relevant Qualification</b> 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.</li> <li>• Proof of Relevant Qualification must be submitted.</li> <li>• Provide comprehensive CVs and supporting documentation with contactable referees.</li> <li>• Complete Schedule/Table</li> </ul>				
	<b>Role</b>	<b>Qualification</b>	<b>Points</b>		
	<b>CONTRACT MANAGER</b>	• National Diploma or Higher	<b>5 (total)</b>		
		• National Technical Diploma	<b>3 (min)</b>		
		• Neither of the above	<b>0 (zero)</b>		
	<b>TECHNICIAN / ELECTRICIAN</b>	• N3 or higher in Electrical / Electronics with Trade test OR • National Diploma or higher in Electrical/Electronics	<b>5</b>		
		• S2 or higher in Electrical/Electronics with Trade Test OR • Electrical Experience with Electrical/Electronics Trade Test	<b>3</b>		
		• Neither of the above	<b>0</b>		

#	Evaluation Criteria	Sub-Criteria	Points	TOTAL Weighted Points	MINIMUM THRESHOLD POINTS
2.2	<b>RELEVANT EXPERIENCE</b> <ul style="list-style-type: none"> <li>Relevant <b>Experience</b> is required by each of the following personnel.</li> <li>Proof of relevant experience (<b>Name of company, project, position, responsibilities and the start and end date</b>) <b>should be included in the resources/personnel's CV</b></li> <li>Provide comprehensive CVs and supporting documentation with contactable referees.</li> <li>CVs should include details of the relevant required qualification, experience, technical skills and capacity of the following key personnel in relation to the scope of works in this bid document.</li> <li>CVs must be detailed to reflect the requirements of this bid.</li> <li>Ensure that the correct supporting CVs are included together with corresponding information.</li> <li>Complete Schedule/Table</li> </ul>			10	6
	<b>Role</b>	<b>Qualification</b>	<b>Points</b>		
	<b>CONTRACT MANAGER</b>	>5 years Supervisory or Contract Management experience	<b>5 (total)</b>		
		Minimum 3-5 years Supervisory or Contract Management experience	<b>3 (min)</b>		
		Less than 3 years experience	<b>0 (zero)</b>		
	<b>TECHNICIAN / ELECTRICIAN</b>	>5 years experience in Installation of UPS system	<b>5</b>		
		Minimum 3-5 years experience in Installation of UPS system	<b>3</b>		
		Less than 3 years experience	<b>0</b>		

#	Evaluation Criteria	Sub-Criteria		TOTAL Weighted Points	MINIMUM THRESHOLD POINTS
3	METHODOLOGY AND PROGRAM			22	14
Bidder to provide a detailed:- <ul style="list-style-type: none"><li>Methodology – Bidder to provide a detailed Methodology as per requirements below.</li><li>Program - with timelines, critical path and interdependencies</li></ul> The Bidder must provide a preliminary Program (Microsoft Project format or Excel) which demonstrates realistic time frames which meets the required project duration (36 months).					
	Methodology	Each criteria below is 2 points. <ul style="list-style-type: none"><li>Decommissioning of the existing UPSs</li><li>Removal of the existing UPSs and storing in ACSA storage</li><li>Supply and delivery of new UPSs</li><li>Installation of new UPSs</li><li>Testing and commissioning of the UPSs</li></ul>		10	6
	Program	Program with following tasks:- Each task is 4 points <ul style="list-style-type: none"><li>Timelines (within 36 months)</li><li>Critical path</li><li>Interdependencies</li></ul> No Program or Program with 1 task will score zero (0) points.		12	8



#	Evaluation Criteria	Sub-Criteria		TOTAL Weighted Points	MINIMUM THRESHOL D POINTS
4	<b>PRODUCT BROCHURE WITH SPECIFICATION</b>			<b>31</b>	<b>16</b>
	1. Bidder to provide a specification brochure, technical specification or equivalent from the OEM/ Local Agent.  2. Bidder to provide a letter of intent from OEM/ Local Agent to confirm that: <ul style="list-style-type: none"> <li>OEM/Local Agent will commit to the supply of the UPS and spares</li> <li>Confirmation of Local technical support by OEM/Local Agent</li> </ul> Letter must be on OEM/Local Agent's letterhead.				
	STATIC type UPS	Product Brochure with Specification for 1kVA, 3kVA, 6kVA and 7,5kVA units.  Product Brochure for all the above units = 8 points  Product Brochure for 50% of the above units = 4 points  Product Brochure below 50% of the above units = zero points (0)		8	4
	MODULAR type UPS	Product Brochure with Specification for 10kVA, 15kVA, 30kVA, 40kVA, 60kVA, 250kVA, 300kVA  Product Brochure for all the above units = 14 points  Product Brochure for 3 or 4 of the above units = 6 points  Product Brochure for 1 or 2 of the above units or no Product brochure = 0 points		14	6

#	Evaluation Criteria	Sub-Criteria		TOTAL Weighted Points	MINIMUM THRESHOL D POINTS
	Letter on OEM/Local Agent's letterhead.	Letter of Intent from OEM/Local Agent to specify: <ul style="list-style-type: none"> <li>• Commitment of UPS Units supply</li> <li>• Commitment of UPS spares supply</li> <li>• Local Technical support</li> </ul> 3 points per criteria above		9	6
<b>TOTAL FUNCTIONALITY POINTS</b>				<b>100</b>	<b>63</b>
<b><i>Bidders must score the minimum threshold points per criteria AND a minimum total of 63 out of 100 points for Functionality to be considered for further evaluation.</i></b>					

**STAGE 4 EVALUATION: OTHER ESSENTIAL DOCUMENTS****(Refer Part 2 – Returnable Documents and Schedules)**

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**

**STAGE 5 PRICE AND B-BBEE (80/20)****Adjudication Using Point System:**

(a) Tenderers will be evaluated and adjudicated by the Employer using “The 80/20 preference point system” which awards points on the basis of:

- The Tendered price (as per form of offer) – 80%
- B-BBEE – 20%

(b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.

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

Where

*Ps* = Points scored for comparative price of tender or offer under consideration;

*Pt* = Comparative price of tender or offer under consideration; and

*Pmin* = Comparative price of lowest acceptable tender or offer.

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

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

	<p><b>Bidder must complete and sign PPPFA CLAIM FORM (SBD 6.1) and attach supporting B-BBEE information.</b></p> <p><b>General Note:</b> 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>			
C.3.12	<p><b>Insurance provided by the employer</b> Refer to Contract Data</p>			
C.3.13	<p><b>C.3.13 Acceptance of tender offer</b></p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> <li>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</li> <li>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</li> <li>c) has the legal capacity to enter into the contract;</li> <li>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</li> <li>e) complies with the legal requirements, if any, stated in the tender data; and</li> <li>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</li> </ul>			

## Standard Conditions of Tender (Annex C of CIDB SFU)

### C.1 General

#### C.1.1 Actions

**C.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**C.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**C.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

**C.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

**C.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

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

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

**C.1.5.1** An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

**C.1.5.2** The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

**C.1.5.3** An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

**C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

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

**C.1.6.3 Proposal procedure using the two stage-system****C.1.6.3.1 Option 1 (Chosen option)**

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

**C.1.6.3.2 Option 2**

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

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

**C.2 Tenderer's obligations****C.2.1 Eligibility**

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

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

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

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

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

## **C.2.3 Check documents**

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

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

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

## **C.2.5 Reference documents**

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

## **C.2.6 Acknowledge addenda**

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

## **C.2.7 Clarification meeting**

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

## **C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer



at least five (5) working days before the closing time stated in the tender data.

### **C.2.9 Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.2.13.2 Return all returnable documents to the employer after completing them in

their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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

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

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

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

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

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

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

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

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

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

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

**C.2.16 Tender offer validity**

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

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

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

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

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

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

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

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

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

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

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

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

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

If requested, submit for the employer's acceptance before formation of the contract, all

securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

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

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

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

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

### **C.2.23 Certificates**

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

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

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

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

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

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

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

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

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

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

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

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

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

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

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

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

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

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

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

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

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and

- c) is responsive to the other requirements of the tender documents.

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

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

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

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

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

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

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

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

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

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

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

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

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

#### C.3.11.1 General

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

### C.3.12 Insurance provided by the employer

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



**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

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

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

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

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

**C.3.16 Registration of the award**

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

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



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

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

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

**AIRPORTS COMPANY SOUTH AFRICA  
KING SHAKA INTERNATIONAL AIRPORT**
**TENDER REF. No: KSIA6994/2022/RFP  
REPLACEMENT OF UNINTERRUPTABLE POWER SUPPLY (UPS) AT KING SHAKA  
INTERNATIONAL AIRPORT**

# 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.

REF.	DESCRIPTION	REQUIRED DOCUMENTATION / INFORMATION	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
PRE-QUALIFYING CRITERIA					
T2.1	Bidder must have B-BBEE Level of 1, 2, 3 or 4 to qualify to tender.	a)Provide original or certified copy of Valid sworn affidavit OR B-BBEE Certificate from a SANAS accredited rating agency as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice.  • If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided.			
		b) SBD6.1 Preference Points Claim Forms  Form duly completed and signed.			
MANDATORY CRITERIA					
T2.2	CIDB Grading	<ul style="list-style-type: none"><li>The Bidder must have a valid CIDB Grading of <b>6EB or higher</b>. Proof of same must be provided.</li><li>Form duly completed with CRS number etc</li></ul>			
T2.3	SBD4: Bidders Disclosure	Form duly completed and signed			
FUNCTIONALITY CRITERIA – Refer detailed functionality requirements – Tender Data C.3.11					
T2.4	T2.4.1 Company / Entity Experience	a) Trade Reference Letters b) Complete forms/schedules			
	T2.4.2 Key Personnel Qualification	a) CVs b) Proof of Qualifications & other supporting information c) Complete forms/Schedules d) Complete CV Cover forms			

REF.	DESCRIPTION	REQUIRED DOCUMENTATION / INFORMATION	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
	T2.4.3 Key Personnel Experience	a) CVs b) Proof of Experience & other supporting information c) Complete forms/schedules d) Complete CV Cover forms			
	T2.4.4 Methodology and Program	a) Methodology b) Program			
	T2.4.5 Product Brochure with Specifications	a) UPS Product Brochure (Static) b) UPS Product Brochure (Modular) c) OEM or Local Agent Letter			
<b>NB: Bidders who fail to score the Minimum Threshold Points Per Criteria AND Minimum Total Points for Functionality will be Disqualified.</b>					
<b>OTHER ESSENTIAL DOCUMENTS</b>					
T2.5	Authority for Signatory	<ul style="list-style-type: none"> <li>Form duly completed and signed</li> <li>Necessary supporting documents to be attached as required</li> </ul>			
T2.6	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.			
T2.7	Schedule of Proposed Sub-Contracts	If applicable, Schedule must be completed			
T2.8	National Treasury Central Supplier Database (CSD) Registration	<ul style="list-style-type: none"> <li>Provide proof of registration</li> <li>Bidder to provide Unique Number &amp; PIN</li> <li>The website for self-registration is <a href="http://www.csd.gov.za">www.csd.gov.za</a>.</li> </ul>			
T2.9	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"> <li>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)</li> <li>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.</li> </ul>			
T2.10	Valid Proof of Registration of entity AND ID Documents	<ul style="list-style-type: none"> <li>CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document</li> <li>AND Identity documents of all Shareholders, Directors, Members, Trustees or Partners</li> </ul>			
T2.11	Valid Letter of Good Standing in terms of COIDA Act	<ul style="list-style-type: none"> <li>Copy of a letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).</li> </ul>			
T2.12	Shareholders / Members / Partners Information	Provide Share Certificate / s OR Share breakdown			
T2.13	Record of Addenda to Tender Documents	Acknowledgement of receipt of addenda			
T2.14	Declaration of Correctness of Bid	Form duly completed and signed			
T2.15	Enterprise Questionnaire	Form duly completed and signed			
T2.16	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			

REF.	DESCRIPTION	REQUIRED DOCUMENTATION / INFORMATION	Inclusion or exclusion in this Bid submission		
			Main Contractor	JV Partner	Sub Contractor
			Yes / No	Yes / No	Yes / No
T2.17	Plant and Equipment	Form duly completed and signed			
T2.18	Proposed Amendments and Qualifications	If applicable, Schedule must be completed			
T2.19	Insurance Commitment	Form duly completed and signed			
T2.20	Confidentiality & Non-Disclosure Agreement	Form duly completed and signed			
C1.1	Form Of Offer and Acceptance	Form duly completed and signed			
<b>SECTION D: Documents Required for Evaluation of PRICE AND B-BBEE</b>					
C2.2	Pricing Schedules / BOQs	Completed ALL Pricing Schedules			
T2.1	B-BBEE Status Information	<ul style="list-style-type: none"> <li>Information as supplied under T2.1 at the beginning of this table.</li> </ul>			

## **T2.1 (a) B-BBEE STATUS INFORMATION**

**Provide information as described in Part T2 table – Returnable Documents and Schedules.**

- Provide original or certified copy of Valid sworn B-BBEE Affidavit OR SANAS Accredited B-BBEE Certificate as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;
- If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided.

**ATTACH HERE**

**T2.1 (b) 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
<b>Price</b>	80
<b>B-BBEE Status Level of Contribution</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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;
- 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

### 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



- 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 least 51% owned by:

EME

QSE

√

√

Black People

Black People who are youth

Black People who are women

Black People with disabilities

Black People living in rural or underdeveloped areas or townships

Cooperative owned by black people

Black People who are military veterans

OR

Any EME

Any QSE

## 8. DECLARATION WITH REGARD TO COMPANY / FIRM

8.1 Name of Company / Firm : \_\_\_\_\_

8.2 VAT Registration Number : \_\_\_\_\_

8.3 Company Registration Number : \_\_\_\_\_

8.4 Type of Company/ Firm:

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

[TICK APPLICABLE BOX]

8.5 Describe Principal Business Activities:

8.6 Company Classification:

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

[TICK APPLICABLE BOX]

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

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

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

Witnesses:

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

Date : .....

Address : .....

T2.2 CIDB GRADING

Provide information as described in Part T2 table – Returnable Documents and Schedules.

ATTACH HERE

- PROVIDE PROOF OF CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) GRADING HERE

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	:			

**T2.3 BIDDER'S DISCLOSURE****SBD4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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

No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING  
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO  
BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## **T2.4 FUNCTIONALITY RETURNABLES – ATTACH HERE**

### **REFER TENDER DATA C.3.11 FOR DETAILED CRITERIA**

**PROVIDE A DETAILED RESPONSE TO FUNCTIONALITY CRITERIA AFTER  
CONSIDERING THE BID DOCUMENT IN ITS ENTIRETY.**

#### **T2.4.1 COMPANY / ENTITY EXPERIENCE**

(a) Provide Trade/Client Reference Letters

AND

(b) Complete schedule/table below

**T2.4.1 b) Schedule of the Tenderer's Recent Experience** (Bidder to complete below)

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

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

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

Signed		Date	
Name		Position	
Tenderer			



## **T2.4.2 & T2.4.3 KEY PERSONNEL QUALIFICATIONS & EXPERIENCE**

**Minimum Key Personnel are:**

- **Contract Manager and**
- **Technician or Electrician**

**PROVIDE HERE:**

- a) Detailed CVs
- b) Proof of Qualifications
- c) Proof of Experience & other supporting information
- d) Complete following schedules/tables
- e) Complete the cover form below for each Key Personnel

**KEY PERSONNEL (ROLES AND RESPONSIBILITIES)**

- 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 of their relevant qualifications
- d. Information below must correspond with the CV information provided for each personnel

Position	Name	Provide CV and Other Supporting Document's	Area of Specialisation	Number of Years Relevant Experience	Qualification / Training / Trade Test Proof
<b>Contract Manager</b>					
<b>Technician / Electrician</b>					
<b>OTHER (INDICATE)</b>					

**CV COVER FORM BELOW FOR EACH KEY PERSONNEL**

<b>CONTRACT MANAGER</b>	
<b>Name:</b>	
<b>Date of Birth:</b>	
<b>Current Employer:</b>	
<b>Job Description and Qualifications:</b>	
<b>Relevant Years' Experience</b>	
<p><b>Key experience in relevant works</b></p> <p><b><u>Project 1 Name:</u></b></p> <p><b>Start:</b></p> <p><b>Completion:</b></p> <p><b>Client:</b></p> <p><b>Outline of Responsibilities and Duties:</b></p> <p><b><u>Project 2 Name:</u></b></p> <p><b>Start:</b></p> <p><b>Completion:</b></p> <p><b>Client:</b></p> <p><b>Outline of Responsibilities and Duties:</b></p> <p><b><u>Project 3 Name:</u></b></p> <p><b>Start:</b></p> <p><b>Completion:</b></p> <p><b>Client:</b></p> <p><b>Outline of Responsibilities and Duties:</b></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.

TECHNICIAN / ELECTRICIAN	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p><b>Key experience in relevant works</b></p> <p><b><u>Project 1 Name:</u></b></p> <p><b>Start:</b></p> <p><b>Completion:</b></p> <p><b>Client:</b></p> <p><b>Outline of Responsibilities and Duties:</b></p> <p><b><u>Project 2 Name:</u></b></p> <p><b>Start:</b></p> <p><b>Completion:</b></p> <p><b>Client:</b></p> <p><b>Outline of Responsibilities and Duties:</b></p> <p><b><u>Project 3 Name:</u></b></p> <p><b>Start:</b></p> <p><b>Completion:</b></p> <p><b>Client:</b></p> <p><b>Outline of Responsibilities and Duties:</b></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.

#### **T2.4.4 METHODOLOGY & PROGRAM**

**Provide the following Here :**

- a) Methodology
- b) Program

#### **T2.4.5 PRODUCT SPECIFICATION**

**Provide the following Here :**

- a) Specification Brochure or equivalent for UPS – Static Type
- b) Specification Brochure or equivalent for UPS – Modular Type
- c) OEM or Local Agent Letter

T 2.5 AUTHORITY FOR SIGNATORY

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

A. COMPANIES (If Applicable)

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 :

**T2.5      AUTHORITY FOR SIGNATORY**

**B.      SOLE PROPRIETOR (ONE - PERSON BUSINESS) – If Applicable**

I, the undersigned	:	
hereby confirm that I am the sole owner of the business trading as:		
Name of Company	:	
Signature	:	
Witness	:	
Date	:	



T2.5      **AUTHORITY FOR SIGNATORY**

C.      **PARTNERSHIP (If Applicable)**

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 :

**D. CLOSE CORPORATION (If Applicable)**

*An example is shown below:*

--

\_\_\_\_\_

--

**T2.5      AUTHORITY FOR SIGNATORY**

**E. CO-OPERATIVE (If Applicable)**

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	:	

T2.5 AUTHORITY FOR SIGNATORY

F. JOINT VENTURES (If Applicable)

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.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			

T2.5 AUTHORITY FOR SIGNATORY

G. CONSORTIUM (If applicable)

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:

An example is shown below:

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 :

**T2.6 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:

- The content of the bid document in its entirety (inclusive of it’s annexures, appendices & addenda)

<b>Bidding Entity Name</b>	:	
<b>Authorised Signatory Name</b>	:	
<b>Position</b>	:	
<b>Signature</b>	:	
<b>Date</b>	:	

**T2.7 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@abcccontractors.co.za
1.								
2.								
3.								
4.								

## 2.8 NATIONAL TREASURY CSD REGISTRATION

### Provide proof of CSD info/Report.

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 :		
2. JV Partner / s :		
3. Sub-Contractor/s :		



## T2.9 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](http://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](http://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	:	<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"/>

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

**Provide information as described in Part T2 table – Returnable Documents and Schedules.**

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

**Provide information as described in Part T2 table – Returnable Documents and Schedules.**

## **T2.12 SHAREHOLDERS / MEMBERS / PARTNERS INFORMATION**

**Provide information as described in Part T2 table – Returnable Documents and Schedules.**

**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 response/offer:

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

**Bidder Name**

:

**Name of Authorised Signatory**

:

**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 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 – 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

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* \_\_\_\_\_



**T2.16a BANK LETTER**

**T2.16b LETTER OF SOLVENCY**

**Provide information as described in Part T2 table – Returnable Documents  
and Schedules.**

**T2.17 PLANT AND EQUIPMENT**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**T2.18 PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

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

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

**T2.19 INSURANCE COMMITMENT**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. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- C. Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.

**Bidder / Entity Name**

:

**Name***Duly Authorised Person to Sign*

:

**Position**

:

**Signature**

:

**Date**

:

## T2.20 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

### **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

("Airports Company")

of

Riverwoods Office Park

24 Johnson Road

Bedfordview

Johannesburg

**AND**

---

**[NAME OF SERVICE PROVIDER]**

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

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

of

[Service Providers Address]

### 1. **INTERPRETATION**

In this agreement -

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

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

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

- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;  
  
but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the

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

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

## 2. **INTRODUCTION**

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

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

### 3. **USE OF CONFIDENTIAL INFORMATION**

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

### 4. **NON-DISCLOSURE**

#### 4.1 THE RECEIVING PARTY undertakes that -

- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,
- and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without



limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

## 5. **COPIES**

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

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

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

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

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

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

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

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

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

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

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

## 11. DOMICILIUM

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

## 12. GENERAL

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

- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

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

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

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

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

**AS WITNESSES**

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

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

\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

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



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: DIA: 4823 : IAM: Elec - UPS Replacement**

**TITLE OF PROJECT: Supply and Installation of Uninterruptable Power Systems at KING SHAKA INTERNATIONAL AIRPORT**

**NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at [King Shaka International Airport]**

(Registration Number: 1993/004149/30)

**and [ INSERT CONTRATOR NAME]**

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

**for [UPS Replacement]**

<b>Contents:</b>	<b>No of pages</b>
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Works	[•]
Part C4 Site Information	[•]

**Part C1: Agreements and Contract Data****C1.1: Form of Offer and Acceptance****OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **UPS Replacement at King Shaka International Airport**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(in ..... words)  
..... Rands;

(in figures) R.....

**THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE**

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

Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

*(Insert name and address of  
organisation)*

Name &  
signature of  
witness

Date

**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

**Schedule of Deviations**

1 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....
2 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....
3 Subject .....	.....
Details .....	.....
.....	.....
.....	.....
.....	.....

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

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

	<b><u>For the Employer</u></b>	<b><u>For the Bidder</u></b>
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
<b>Name and Address</b>	<b>Airports Company South Africa SOC Limited</b>	
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date	.....	.....



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

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	<b>B: Priced contract with Bill of Quantities</b>
	Dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating amendments)	<b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>X13: Performance Bond</b> <b>X16: Retention</b> <b>X18: Limitation of liability</b> <b>Z: Additional conditions of contract</b> of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, King Shaka International Airport
	Address	Airports Company South Africa SOC Limited King Shaka International Airport La Mercy 4407
	Telephone	032 436 6000
	Fax	032 436 6672
10.1	The <i>Project Manager</i> is	Katlego Mabua
	Address	1 Canelands Drive Administration Office MSO Building King Shaka International Airport La Mercy 4407
	Telephone	032 436 6302
	E-mail address	Katlego.mabua@airports.co.za
10.1	The <i>Supervisor</i> is	Mduduzi Sikhakhane

	Address	1 Canelands Drive Administration Office MSO Building King Shaka International Airport La Mercy 4407
	Telephone	032 436 6000
	Fax	N/A
	Email	Mduduzi.Sikhakhane@airports.co.za
11.2	The <i>works</i> are	Supply, Installation, testing, commissioning and decommissioning of the old UPSs of UPSs King Shaka International Airport
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Availability of As Built information</li> <li>• Access to Site</li> <li>• Site Constraints and Constructability</li> <li>• Long lead items</li> <li>• Weather conditions</li> <li>• Existing services</li> <li>• Project Program delay</li> <li>• Payment delay</li> </ul>
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	King Shaka International Airport (Landside and airside)
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Seven (7) days
<b>3</b>	<b>Time</b>	
31.2	The <i>starting date</i> is	XX
11.2	The <i>completion date</i> is	XX
30.1	The <i>access date</i> is	XX
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date	XX

32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks																												
35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the Employer and Others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.																												
4	Testing and Defects																													
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>																												
43.2	The <i>defects correction period</i> is	Two (2) weeks																												
5	Payment																													
50.1	The <i>assessment interval</i> is	Four (04) weeks																												
50.1	The <i>currency of this contract</i> is the	South African Rand																												
51.2	The period within which payment is made is	Four (4) weeks																												
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time																												
6	Compensation events																													
60.1	The <i>weather measurements</i> to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius																												
60.1	The place where weather is to be recorded (on the Site ) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose																												
60.1	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	<table><tr><td>Month</td><td>Days</td><td>Month</td><td>Days</td></tr><tr><td>January</td><td>1</td><td>July</td><td>4</td></tr><tr><td>February</td><td>1</td><td>August</td><td>3</td></tr><tr><td>March</td><td>2</td><td>September</td><td>2</td></tr><tr><td>April</td><td>2</td><td>October</td><td>2</td></tr><tr><td>May</td><td>3</td><td>November</td><td>2</td></tr><tr><td>June</td><td>3</td><td>December</td><td>1</td></tr></table>	Month	Days	Month	Days	January	1	July	4	February	1	August	3	March	2	September	2	April	2	October	2	May	3	November	2	June	3	December	1
Month	Days	Month	Days																											
January	1	July	4																											
February	1	August	3																											
March	2	September	2																											
April	2	October	2																											
May	3	November	2																											
June	3	December	1																											
7	Title	No data required for this section of the <i>conditions of contract</i>																												
8	Risks and Insurance																													
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data																												

84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
<b>9</b>	<b>Termination</b>	No data required for this section of the <i>conditions of contract</i>
<b>10</b>	<b>Data for Main Options</b>	
<b>B</b>	Priced contract with Bill of Quantities	Refer to Contract Data Part C2: Pricing Data, Bill of Quantities as per tender submission
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	
<b>X7</b>	<b>Delay Damages</b>	
	Delay damages of the <i>works</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
<b>X13</b>	<b>Performance bond</b>	

X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.
<b>X16</b>	<b>Retention</b>	
X16.1	The <i>retention percentage</i> is	0% of the Contract value.
<b>X18</b>	<b>Limitation of Liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
		<p>The e excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul>
<b>Z</b>	<b>The Additional conditions of contract are</b>	<b>Z1 – Z20</b>
	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	<b>Interpretation of the law</b>	

<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z2</b>	<b>Providing the Works:</b>
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b> The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose
<b>Z3</b>	<b>Other responsibilities:</b>
	<b>Add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z4</b>	<b>Extending the defects date:</b>
	<b>Add the following as a new core clause 46:</b>
<b>Z4.1</b>	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
<b>Amendment to the Secondary Option Clauses</b>	
<b>Z6</b>	<b>Performance Bond</b>
<b>Z6.1</b>	<b>Amend the first sentence of clause X13.1 to read as follows:</b> The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

**Z6.2 Add the following new clause as Option X13.2:**

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

**Z7 Limitation of liability:****Insert the following new clause as Option X18.6:**

**Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

**Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

**Additional Z Clauses****Z8 Cession, delegation and assignment**

**Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*

**Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

**Z9 Joint and several liability**

**Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

**Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

**Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

**Z10 Ethics**

**Z10.1** The *Contractor* undertakes:

**Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

**Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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**Z12 Employer's Step-in rights**

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*



**Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

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**Z13 Liens and Encumbrances**

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**Z13.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

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**Z14 Intellectual Property**

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**Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

**Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

**Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

**Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP

**Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

**Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works

**Z14.5.2** the use of the *Contractor's* Equipment, or

**Z14.5.3** the proper use of the Works.

**Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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**Z16 Dispute resolution:**

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**Z16.1 Appointment of the Adjudicator**

An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below

The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013

**Panel of Adjudicators**

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:gandi@badela.co.za">gandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>

**Z16.2 Appointment of the Arbitrator**

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Arbitrator* listed in the Panel of Arbitrators below

**Panel of Arbitrators**

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:gandi@badela.co.za">gandi@badela.co.za</a>
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Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>

**Z17 Notification of a compensation event**

<b>Z17.1</b>	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
<b>Z18</b>	<b>BBBEE Certificate</b>
<b>Z18.1</b>	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
<b>Z19</b>	<b>Communication</b>
<b>Z19.1</b>	<b>Add a new Core Clause</b> 14.5 and 14.6 to read as follows: The <i>Project Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
<b>Z19.2</b>	The <i>Project Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
<b>Z20</b>	<b>Delegation</b>
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
<b>Z20.1</b>	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

**PART C1.2b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Only the Site Area. See C4 'Site Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The <i>completion date</i> is	XX
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Existing Services</li> <li>• Access to Site</li> <li>• Delay in supply of material and/or equipment</li> <li>• Progress of the works against the program</li> <li>• Travelling public and ACSA stakeholders</li> <li>• Long lead items</li> <li>• Weather conditions</li> <li>• Existing services</li> <li>• Project Program delay</li> <li>• Payment delay</li> </ul>
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the	Program schedule as per tender submission

**Part C1: Agreements and Contract Data****C1.3: Form of Guarantee****PRO FORMA FOR PERFORMANCE BOND****PERFORMANCE BOND****[TO BE REPLICATED ON BANK'S LETTERHEAD]**

Brief description of contract.....

Name and address of Beneficiary.....

..... (whom the contract defines as the Contractor).

We, the undersigned ..... and..... in our capacities as Guarantor's..... of ..... (**Registration Number: ....**) (hereinafter called "the Bank") have been informed that ..... hereinafter called the 'Principal') is your Contractor under such contract, which requires him to obtain an irrevocable, unconditional performance security.

At the request of the Principal, we .....(name of bank) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of .....(the "Guaranteed Amount") upon receipt by us of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

This guarantee constitute an irrevocable, unconditional, non-negotiable and non-transferable undertaking to pay in accordance with the above, subject to the proviso that this Letter will not be interpreted as extending the Bank's liability to anything more than the Guaranteed Amount.

Notwithstanding anything to the contrary herein contained, the Bank's obligation shall be construed as principal and not as accessory to the contract and shall not be delayed or discharged by the fact that a dispute exists between the Employer and the Contractor.

We undertake to pay you such Guaranteed Amount upon receipt by us, within such period of 14 days, of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

The guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20....

For:

**Registration Number:**

---

**Name & Position**

As witnesses:

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

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

**PART C1: AGREEMENTS AND CONTRACT DATA****C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b>  1 Canelands Drive Administration Office MSO Building King Shaka International Airport La Mercy 4407

**Hereinafter referred to as “Client”**

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

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

**MANDATORY'S MAIN SCOPE OF WORK****GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

**INSURANCE**

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
  - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
  - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the



- hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
  3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
  4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
  5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
  6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
  7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
  8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
  9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
  10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
  11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
  12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
  13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
  14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

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

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

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

## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.5: ACSA INSURANCE CLAUSES

#### INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

#### SECTION A: DEFINITIONS

**Landside** refers to:

- Areas of the airport before the security points; and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.

**Airside** refers to:

- The Apron / maneuvering areas; and
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

#### SECTION B: INSURANCE CLAUSES

##### 1. Insurance requirements for construction projects with a value below R150 million

**(Excluding VAT) at award and a construction period not exceeding 36 months on the LANDSIDE.**

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150 million, and with a duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded as these projects are not automatically covered under an ACSA umbrella insurance.

##### 1.1 Contract Works.

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

##### 1.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim

##### 1.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a minimum limit of R75 000 for each and every claim
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

##### 1.4 Professional Indemnity

- All consultants must secure Professional Indemnity cover for a limit of not less than R5 million for contracts under R50 million at award
- All consultants must secure Professional Indemnity cover for a limit not less than R10 million for contracts over R50 million at award
- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope

- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider

## **2. Insurance requirements for construction projects with a value below R150 million (Excluding VAT) at award and construction period not exceeding 36 months on the AIRSIDE.**

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150million, and with duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded as these projects are not automatically covered under an ACSA umbrella insurance.

### **2.1 Contract Works.**

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim;
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### **2.2 Contract Works SASRIA**

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### **2.3 Public Liability**

- The contractor must secure Public Liability insurance cover for 3<sup>rd</sup> party property damage, for a minimum limit of R75 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### **2.4 Aviation Liability**

- The contractor must secure Aviation Liability insurance cover for 3<sup>rd</sup> party property damage and injury, for a minimum limit of USD250 000 (Two hundred and fifty US Dollars) for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

### **2.5 Professional Indemnity**

- All consultants must secure Professional Indemnity cover for a limit of not less than R5 million for contracts under R50 million at award
- All consultants must secure Professional Indemnity cover for a limit not less than R10 million for contracts over R50 million at award
- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope
- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider

## **3. Insurance requirements for construction projects with a value above R150 million (Excluding VAT), and/or projects with a construction period that exceed 36 months on the LANDSIDE and AIRSIDE**

Projects with a value of more R150 million, and projects with a construction period that exceeds 36 months are not automatically covered under the annual construction policies. A separate quote and deductibles are provided by insurers per project. Details of these projects should be forwarded to ACSA Treasury as soon as the contractor is awarded.

## PART C2: PRICING DATA

### C2.1: PRICING INSTRUCTIONS

- 2.1.1 The Pricing Schedules /Bill of Quantities form part of and must be read in conjunction with the entire bid document.
- 2.1.2 Prices must be quoted in South African Currency (Rands).
- 2.1.3 Prices must be fixed and firm.
- 2.1.4 There is No CPI escalation on the prices
- 2.1.5 Bidders must price in accordance with the pricing schedules hereafter to enable ACSA to compare priced offers.
- 2.1.6 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.1.7 Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly).
- 2.1.8 Bidder's offers that contain correctional fluid will be disqualified.
- 2.1.9 Corrections must be countersigned.
- 2.1.10 All Provisional Sums and Estimated Quantities will be reimbursed against proven costs upon approval by ACSA representative. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount.
- 2.1.11 Should there be any queries regarding the pricing schedule/s, same must be sent in writing via e-mail by the Query Closure Date.
- 2.1.12 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.
- 2.1.13 No cost/mark-up to be levied on items provided by ACSA (e.g. Electricity etc.)
- 2.1.14 3rd Party Procured Items/Services:
- VAT shall not form part of mark-up calculations.
  - All Discounts to be deducted prior to mark-up
  - Price to include delivery to site
- 2.1.15 The Bid offer must be inclusive of VAT.
- 2.1.16 The VAT portion must be indicated separately

**C2.2 PRICING SCHEDULES**

**Works for this bid to be carried out after the last flight and before the first flight viz. from 22:30 – 04:00.**

<b>PRICE SCHEDULE 1: PRELIMINARY AND GENERAL</b>				
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>PRICE EXCLUDING VAT</b>
1	Site Establishment & removal	Sum	1	R
2	Network communication termination & BMS integration	Provisional sum	1	800 000.00
3	Provisional Sum for cabling and accessories (re-measurable item)	Provisional sum	1	300 000.00
4	Safety file	Sum	1	
5	Provisional Sum for Permits	Provisional sum	1	5 000.00
6	Drawings and manuals	Sum	1	
7	Warranty - 2 year: UPS Static Type	Sum	1	
8	Warranty - 2 year: UPS Modular Type:	Sum	1	
SUB-TOTAL 1 (Carry over to Summary Pricing Schedule)				R

**Bidder/Contractor's Name :** \_\_\_\_\_

**Signature / Stamp:** \_\_\_\_\_

<b>PRICE SCHEDULE 2: STATIC TYPE UPSs</b>						
<b>Price to include Supply, delivery, installation, testing and commissioning of new UPSs</b>						
<b>Item No.</b>	<b>Description</b>	<b>Size</b>	<b>UOM</b>	<b>QTY</b>	<b>PRICE EACH Excluding VAT</b>	<b>TOTAL Excluding VAT</b>
1	UPS – Static	3kVA	Each	74	R	R
2	UPS – Static	1kVA	Each	20		
3	UPS – Static	6kVA	Each	21		
4	UPS – Static	7,5kVA	Each	2		
SUB-TOTAL 2 (Carry over to Summary Pricing Schedule)						R

**Bidder/Contractor's Name :** \_\_\_\_\_

**Signature / Stamp:** \_\_\_\_\_

<b>PRICE SCHEDULE 3: MODULAR TYPE UPSs</b>						
<b>Price to include Supply, delivery, installation, testing and commissioning of new UPSs</b>						
<b>Item No.</b>	<b>Description</b>	<b>Size</b>	<b>UOM</b>	<b>QTY</b>	<b>PRICE EACH Excluding VAT</b>	<b>TOTAL Excluding VAT</b>
1	UPS - Modular	10kVA	Each	35	R	R
2	UPS - Modular	15KVA	Each	10		
3	UPS - Modular	30kVA	Each	4		
4	UPS - Modular	40kVA	Each	10		
5	UPS - Modular	60kVA	Each	4		
6	UPS - Modular	250kVA	Each	2		
7	UPS - Modular	300 kVA	Each	2		
SUB-TOTAL 3 (Carry over to Summary Pricing Schedule)						R

**Bidder/Contractor's Name :** \_\_\_\_\_

**Signature / Stamp:** \_\_\_\_\_



**PRICE SCHEDULE 4: DECOMMISSIONING****Price to include Decommissioning and removal of old UPSs and place in ACSA storage on KSIA site.**

Item No.	Description	Size	UOM	QTY	PRICE EACH Excluding VAT	TOTAL Excluding VAT
1	UPS	10kVA	Each	28	R	R
2	UPS	250kVA	Each	2		
3	UPS	3kVA	Each	65		
4	UPS	500kVA	Each	1		
5	UPS	1kVA	Each	12		
6	UPS	2 kVA	Each	4		
7	UPS	6kVA	Each	15		
8	UPS	15 kVA	Each	10		
9	UPS	30kVA	Each	4		
10	UPS	40kVA	Each	10		
11	UPS	60kVA	Each	4		
12	UPS	7,5kVA	Each	2		
13	UPS	300kVA	Each	1		
SUB-TOTAL 4 (Carry over to Summary Pricing Schedule)						R

**Bidder/Contractor's Name :** \_\_\_\_\_**Signature / Stamp:** \_\_\_\_\_

<b>SUMMARY PRICING SCHEDULE</b>		
<b>PRICE SCHEDULE</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
1	Preliminary and General	R
2	Static Type UPSs	
3	Modular Type UPSs	
4	Decommissioning of Existing UPSs (All Static type & one Rotary)	
<b>TOTAL EXCLUDING VAT</b>		R
<b>VAT @ 15%</b>		R
<b>TOTAL INCLUDING VAT</b> <i>(Carry over to Form of Offer and Acceptance)</i>		R

**Bidder/Contractor's Name :** \_\_\_\_\_

**Signature / Stamp:** \_\_\_\_\_

**PART 3: SCOPE OF WORK**

Document reference	Title	No of pages
C3.1	This cover page	1
C3.2	<i>Employer's Works Information</i>	
	<i>Contractor's Works Information</i> <sup>3</sup>	
	Total number of pages	

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4.Procurement .....	
5.Construction .....	
6.Plant and Materials standards and workmanship .....	
7.List of drawings .....	
C3.2Contractor's Works Information.....	

<sup>3</sup> Insert at award stage or delete if not applicable. Delete this note once a selection is made.

### **C3.1: EMPLOYER'S WORKS INFORMATION**

#### **1. Description of the works**

##### **Scope Overview**

Project Scope Inclusion:

- Decommissioning of the existing UPSs
- Removal of the existing UPSs and store in ACSA storage on KSIA site.
- Supply and delivery of new UPSs
- Installation of a new UPSs
- During the installation of the new UPSs, the existing UPSs capability should not be compromised
- Installation, testing and commissioning of the UPSs
- The contractor will be fully responsible for meeting all requirements stated in the scope of work

##### **WORKING HOURS FOR THIS TENDER**

***Works for this bid to be carried out after the last flight and before the first flight***

***viz. from 22:30 – 04:00.***

##### **Background**

The electrical network reticulation design philosophy for King Shaka International Airport includes a divided essential and non-essential power supply to different electrical loads that serve critical and normal operation at the airport. The critical loads inside the terminal include Domestic and International terminal checking counters & desk, boarding desk & counters, bussing gates and security checking points, IT wire centres and core rooms. Power outage compromises these areas and affects operations and running of the airport and this will result in financial implications to ACSA due to SLAs between ACSA and stakeholders, also it might have an impact on customer satisfaction.

The purpose of this project is to provide reliable and uninterruptible power solution to identified critical equipment at the airport terminal building, freight, and airside.

##### **Standard Recommended**

Provision of uninterruptible power supply (UPS) at the airport to ensure uninterrupted supply of power to critical loads and complying to SACAA regulations.

##### **Shortcomings**

They currently installed UPSs have reached their end-of-life span as per OEM recommendations. Once the end of life has been reached there will be multiple failures which will increase maintenance.

### **Goals and Objectives**

**Goals:** To ensure that ACSA has uninterrupted supply of power to critical loads and thus complying to SACAA regulations.

**Objectives:** To source a suitable service provider for the full supply, installation, network integration, testing, commissioning of the uninterruptible power supply across various locations at King Shaka International Airport

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

The contractor shall always be responsible for ensuring that on site staff is competent and enough manpower is available throughout the project.

#### **Minimum Key Personnel:**

1 x Contract Manager

1 x Technician/Electrician

### **INTERPRETATION AND TERMINOLOGY**

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ACSA	Airport Company South Africa
AVOP	Airside Vehicle Operating Procedure
CAT	Category
CATS	Civil Aviation Technical Standards
IEC	International Electrotechnical Commission
LV	Low Voltage
KSIA	King Shaka International Airport
RCSU	Remote control status unit
SACAA	South African Civil Aviation Authority
SOC	State Owned Company
UPS	Uninterruptible Power Supply
VAT	Value Added Tax
V	Volt

## 2. Contract Management

### Management meetings<sup>4</sup>

- Risk Reduction meeting to be held monthly
- Representatives of the contractor and the Airports Company South Africa to be present in the meeting
- Meeting to be held at the Employer's site and a venue to be communicated a week in advance

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk reduction meeting and compensation events	Monthly	KSIA/MS Teams	<i>Contractor, Employer, Supervisor</i>
Overall contract progress and feedback	Monthly	KSIA/MS Teams	<i>Employer, Contractor, Supervisor,</i>

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### Health and safety risk management

- The contractor shall have a toolbox meeting stating all the health and safety related issues and must be documented as such before any work can start.
- The Contractor shall comply with the health and safety requirements contained Part C1.4 to this Works Information.
- The contractor shall ensure that all personnel performing work have correct PPE

### Environmental constraints and management

The contractor to ensure that the design and his associated activities (installation, disposal of waste, noise, pollution etc.) complies with ACSA environmental policy. The contractor is required to report monthly on any environmental issues that affect the project or affected by project

<sup>4</sup> The information in this section is required by the contract. Do not delete.

### Quality assurance requirements

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

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

### Programming

The program is as per Tender submission. The first revised program shall be submitted within two weeks after the start date.

### The *Contractor's* Personnel

As per Tender submission

### Insurance provided by the *Employer*

As per Part C1.5

### Provision of bonds and guarantees

Without limitation to the *Employer's* rights under the Contract, the *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor*.

The records should be filed by the contractor as hard copies and share with Project Manager on soft copy (emailed) without limitation to the *Employer's* rights under the Contractor.

### Training workshops and technology transfer

The contractor shall conduct technology transfer on Completion of the works.

### 3. Engineering and design of the *works*

#### *Employer's design*

The Employers' design is limited to the following:

Layout of the existing buildings and equipment

Parts of the *works* which the *Contractor* is to design<sup>5</sup>

The Contractor is responsible for the detail design of the following:

- See C3.2 below.

#### Procedure for submission and acceptance of *Contractor's* design

The contractor's design as well as Employer specification and installation requirements as per tender submission will be used for this project. The As built drawings to be prepared by the Contractor and submitted to the Project Manager for acceptance.

#### Use of *Contractor's* design

The contractor to ensure adherence to the specification as per tender documents and built the final product for purpose that is intended for.

#### Equipment required to be included in the *works*<sup>6</sup>

The contractor may use any electrical equipment or tool to ensure the proper completion of works. The list of all tools to be used onsite to be presented as the part of safety file including the safe operating procedures for those tools.

#### As-built drawings, operating manuals and maintenance schedules

The contractor to provide As-built drawings, operating manuals and maintenance as stated in the Bill of Quantities as the part of the hand-over documentation.

### 4. Procurement

#### Personnel:

Minimum requirements of people employed on the Site

No Minimum requirements of people employed on the Site.

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<sup>5</sup> The information in this section is required by the contract. Do not delete.

<sup>6</sup> The information in this section is required by the contract. Do not delete.



## Subcontracting

## Preferred subcontractors

No preferred subcontractor or supplier by Employer.

## Limitations on subcontracting

The main contractor will be responsible for the subcontractor and must ensure that he complies to ACSA regulations and always have the correct PPE and comply to ACSA health and safety requirements

## Plant and Materials

Plant & Materials provided “free issue” by the *Employer*

Plant & Material storage and safeguard is the responsibility of the contractor. The contractor to clearly state the lead times on Contractor's procurement of plant and materials.

*Contractor's* procurement of Plant and Materials

Contractor to ensure that the material procured are compliant with the specification on the tender document, where possible the procurement preference should be given to Black owned suppliers

Tests and inspections before delivery<sup>7</sup>

A proof of Factory testing will be required prior the delivery of material.

Marking Plant and Materials outside the Working Areas<sup>8</sup>

The contractor need to state how the material will be marked once the deposit amount is paid. The contractor to indicate how the guarantee of the material delivery will be ensured once the deposit is paid upfront

*Contractor's* Equipment (including temporary works)

Contractor equipment and material to be safely secured at all times especially when not used on the airside

**5. Construction**

## Temporary works, Site services &amp; construction constraints

Site establishment and equipment to be based on the airside. It will be a contractor's responsibility to provide a secure environment for their equipment. The contractor's personnel will be restricted

<sup>7</sup> The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

<sup>8</sup> The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

to the contractors own established site and the agreed area of work. The contractor's personnel will not be permitted at the Airside/restricted areas without the necessary reflective jackets.

*Employer's Site entry and security control, permits, and Site regulations*

An induction course must be attended by the contractor and all personnel who would be involved on site. The contractor to make his own arrangement for staff full medicals and schedule with the ACSA's project manager for the induction course. Security arrangements would be discussed at the induction meeting and should be strictly adhered to. It should be noted that ACSA premises complies to National Key Point Regulations, every person who conduct work at the airport will be subjected to security vetting. ACSA will not be held liable should one of the contractor member fail SAPS vetting process

The Contractor shall procure the services 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) The Contractor shall be compensated for costs relating to Employer required permits.

(c) 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).

(d) 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.

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

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

(f) 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.

(g) 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.

(h) The Contractor shall not be allowed to use two-way radios at on the Employer's Premises unless these radios are of the type as approved by the ACSA IT department and are intrinsically safe.

#### Restrictions to access on Site, roads, walkways and barricades

The Contractor shall protect the site properly and shall so arrange his operations that the minimum danger and inconvenience is caused to airport operations. For this purpose, he shall provide and maintain sufficient signs, lights, barriers, fencing and guarding as may be necessary or required

#### People restrictions on Site; hours of work, conduct and records

It is expected that contractors wear visible company uniform or reflector jackets with contractor name there-on when entering the premise as form of identification. Permits to be displayed at all times whilst on site.

Work will be conducted at night (10pm – 4am) to minimize the impact on operations. Work program to be submitted with the tender to ensure the manoeuvring area is clear of aircraft movements prior and during construction work.

#### Title to materials from demolition and excavation<sup>9</sup>

The contractor must submit a method statement to the environmental department regarding explosion and excavations.

#### *Contractor's Equipment*

Contractor to keep record of equipment on site, service history etc. and keep a copy on site

<sup>9</sup> The information in this section is required by the contract. Do not delete. If it does not apply to the works, delete the notes in italics and substitute the words 'Not applicable'.

Site services and facilities provided by the *Employer*<sup>10</sup>

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. The Contractor shall provide everything else necessary for Providing the Works

Facilities provided by the *Contractor*

Facilities e.g. storage, site offices, vehicle, equipment provided by the contractor should be safeguarded by the contractor during the construction, and be removed off site upon the completion of the contract

## Existing premises, inspection of adjoining properties and checking work of Others

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.

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services

## site conditions and requirements

Safety measures to be adhered to according OHS Act. Adhere to ACSA airside safety requirements regarding equipment, vehicles, and personnel operating on the airside.

Full risk analysis on working on height, next to aircraft and airside and mitigation thereof to considered as part of safety file requirements

Contractor to ensure that other Underground services, other existing services, cable and pipe trenches and covers are identified to prevent any disruption to these services due to contractor's activities.

Contractor to take necessary steps to control noise, dust, water and waste during his/her activities onsite.

## Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date<sup>11</sup>

All work is to be done by the Contractor shall be completed by the Completion Date, save for the following: [list project-specific exceptions and state by when the work should be completed]

The *Project Manager* cannot certify Completion until all the work except that listed above has been completed and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

<sup>10</sup> The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable', but ALWAYS state "the Contractor shall provide everything else necessary for Providing the Works".

<sup>11</sup> The information in this section is required by the contract. Do not delete.

Use of the *works* before Completion has been certified<sup>12</sup>

The Employer may use any part of the works before Completion has been certified but if he does so he takes over the part of the works. Any defect must be attended to as stipulated in the defect clause

Materials facilities and samples for tests and inspections

The contractor to present the product sample to the Project Manager prior the installation and submit the relevant factory test certificates

Commissioning

The contractor to submit the commission procedures and plan to the Project Manager for approval. The commissioning procedure and plans will be adhered to during commissioning.

Start-up procedures required to put the *works* into operation

The contractor to ensure that he complies with all ACSA security, safety, environmental and operational requirements prior to the commencement of works complete accordingly

Take over procedures

The works will be handed over partially or fully once commissioned and certified by Project Manager. The commissioning should be witnessed by both ACSA representative and the contractor representative

Access given by the *Employer* for correction of Defects<sup>13</sup>

The Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted. Performance tests after Completion

Performance tests after Completion

Contractor to ensure all necessary tests and calibrations are conducted and submit all reports to the *Employer*

Operational maintenance after Completion

Maintenance manuals and training will be provided by the contractor on completion of works

## 6. Plant and Materials standards and workmanship

Investigation, survey and Site clearance

Contract to ensure that a thorough inspection and clearance is conducted prior commencement of work of any other services that might be impacted by contractor's activities

<sup>12</sup> The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

<sup>13</sup> The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

## Building works

Product specification and installation standard to be compliant with the standard stated above in the Scope of Works

## Civil engineering and structural works

As per Scope of Work

## Electrical &amp; mechanical engineering works

As per Scope of Work

**7. List of drawings**1.1. Drawings issued by the *Employer*

*[This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract]*

Drawing number	Revision	Title

**C3.2 CONTRACTOR'S WORKS INFORMATION**

Supply, installation, test and commissioning of various static and modular UPS across KSIA location as per quantity below and within specification

**Detailed Equipment scope**

Supply and installation of various static and modular UPS across KSIA location as per BOQ and within specification.

Existing Equipment

Information below (Part A and Part B) are of existing equipment.

Part A

Current Technology Type	Replacement Technology Type	Size	Quantity
Static UPS	Static UPS	1kVA	12
Static UPS	Static UPS	2kVA	4
Static UPS	Static UPS	3KVA	65
Static UPS	Static UPS	6KVA	15
Static UPS	Static UPS	7.5 KVA	2

Part B

Current Technology Type	Replacement Technology Type	Size	Quantity
Static UPS	Modular UPS	10KVA	28
Static UPS	Modular UPS	15 KVA	10
Static UPS	Modular UPS	30KVA	4
Static UPS	Modular UPS	40KVA	10
Static UPS	Modular UPS	60KVA	4
Static UPS	Modular UPS	250 KVA	2
Static UPS	Modular UPS	300 KVA	1
Rotary UPS	Modular UPS	500KVA	1

**STANDARDS AND SPECIFICATIONS OF NEW EQUIPMENT/REQUIREMENTS**

The Contractor shall supply, install, testing, network integration, and commission accordingly to comply with the following requirements:

**Specification for Modular UPS**

General specification	
System capacity	10 KVA
Active power	10 KW
System	Modular, expandable and redundant UPS system
Classification	On-line double conversion
UPS input spec.	
Input voltage	1ph + N+ PE (220 – 230) V
Input	45 – 65 Hz
Input voltage range	230V+15%/ -20%
THD input current	<3% at full load
Input power factor	>0.99
UPS output spec	
Output Voltage	1ph + N + PE (220– 230) V
Efficiency	Up to 98%
Efficiency in eco mode	99%
Nominal output frequency	50/60Hz
Crest factor	3:1
Waveform	sinusoidal
Output voltage tolerance	+/- 1%
THD output voltage	< 1%
Overload capacity	10 minutes at 115%
Bypass	Automatic bypass and manual maintenance bypass.
Batteries	
Battery module	Plug & Play
Battery series type/ Voltage	VRLA – AGM / 240Vdc
Operating time	2 hr minimum
Battery charger	Smart charge technology 3 stage advanced cycle.



Communication and management	
Display and signals	<ul style="list-style-type: none"> <li>Digital display</li> <li>Touch screen menu.</li> <li>LED multi-colour status indicator.</li> <li>Alarms full description (not coded or referencing to manual).</li> <li>Audio signals.</li> </ul>
Communication ports	<ul style="list-style-type: none"> <li>2 RS232 serial ports, 1 logical gate, 5 ports with dry contacts.</li> <li>Alarms and controls to be connected into the existing 2 x SCADA system (IMC &amp; Electrical) for network monitoring (IMC) and remote control (Electrical). Bidder to co-ordinate integration with ACSA SCADA service provider – a provisional sum has been included in BOQ for this integration.</li> </ul>
Back feed protection	NC/NO auxiliary contact
Emergency power off	yes
Remote management	Available
Ambient condition	
Operating temperature	0 – 40°C / 0 – 95% non-condensing
Protection rating	IP65
Max audible noise	58 – 62 (dBA)
General specification	
System capacity	30 – 300 KVA
Active power	30 – 300 KW
Module power	3.4 – 6.7KW
System	Modular, expandable and redundant UPS system
Classification	On-line double conversion
UPS input spec.	
Input voltage	3ph + N+ PE (380 – 415) V

Input	45 – 65 Hz
Input voltage range	400V+15%/ -20%
THD input current	<3% at full load
Input power factor	>0.99
<b>UPS output spec</b>	
Output Voltage	3ph + N + PE (380 – 415) V
Efficiency	Up to 98%
Efficiency in eco mode	99%
Nominal output frequency	50/60Hz
Crest factor	3:1
Waveform	sinusoidal
Output voltage tolerance	+/- 1%
THD output voltage	< 1%
Overload capacity	10 minutes at 115%
Bypass	Automatic bypass and manual maintenance bypass.
<b>Batteries</b>	
Battery module	Plug & Play
Battery series type/ Voltage	VRLA – AGM / 240Vdc
Operating time	2 hr minimum
Battery charger	Smart charge technology 3 stage advanced cycle.
<b>Communication and management</b>	
Display and signals	<ul style="list-style-type: none"> <li>• Digital display</li> <li>• Touch screen menu.</li> <li>• LED multi-colour status indicator.</li> <li>• Alarms full description (not coded or referencing to manual).</li> <li>• Audio signals.</li> </ul>
Communication ports	<ul style="list-style-type: none"> <li>• 2 RS232 serial ports, 1 logical gate, 5 ports with dry contacts.</li> <li>• Alarms and controls to be connected into the existing 2 x SCADA system (IMC &amp; Electrical) for monitoring (IMC) and remote control (Electrical)</li> </ul>
Back feed protection	NC/NO auxiliary contact

Emergency power off	yes
Remote management	Available or network monitoring
<b>Ambient condition</b>	
Operating temperature	0 – 40°C / 0 – 95% non-condensing
Protection rating	IP65
Max audible noise	58 – 62 (dBA)

### **Specification for static UPS**

S N	TECHNICAL PARAMETERS	PARAMETER DESCRIPTION
1.	Type	Single phase, IGBT based, True sine wave Online UPS
2.0	Input	240V±10% V AC, Single phase-three wire (Phase + Neutral +Ground)
		50±5% Hz
		Power factor : ≥ 0.9 Lag
3.0	Output:	
		1 - 6KVA
		230V±10% V AC, Single phase-three wire (Phase + Neutral +Ground),
		50±5% Hz
		≤ 0.75 to ≥ 0.95 (Lag)
	Voltage Regulation	≤ ±2%
4.0	Inverter Efficiency	≥ 85%
5.0	Crest factor	≥ 3:1
6.0	Overload Capability	110%: ≥10 Minutes 125%: ≥05 Minutes 150%: ≥30 Seconds
7.0	Current Harmonic distortion (THDI)	<5% at Full load
8.0	Transient response & recovery period	-Less than ±10% voltage variation at sudden application/removal of full load -Rated voltage shall be recovered within 500msec.
9.0	Bypass: Static Switch Transfer /	≤10ms (UPS to static bypass & Vice versa)
	Retransfer Time	Maintenance Bypass: No interruption
10.0	Battery Charger	Float / Boost Charging Mode shall be provided
		Battery Charging Voltage & Current shall be adjustable
		Line & load Regulation: ≤ ±1%
		Output Ripple : ≤ 3%
	Battery Running Time	1hour minimum
11.0	Control Switch (MCB/Fuse/Isolator)	i) Input ON/OFF ii) Output ON/OFF iii) Battery iv) Maintenance Bypass Switch

<b>12.0</b>	<b>Protections</b>	<b>UPS shall trip on following faults.</b> i) Input AC Under/Over voltage ii) Output overload / Short circuit ii) DC Under/Over voltage iv ) Over temperature	
<b>13.0</b>	<b>Indications &amp; Alarms</b>		
<b>13.1</b>	<b>LED Indications</b>	Mains Healthy UPS Healthy UPS Trouble / Trip	Output Overload Load on Battery
<b>13.2</b>	<b>Alarms (Audible for Trouble/fault)</b>	Mains fail Charger fail DC Under/Over voltage	Battery Low/ Discharging Output overload Over temperature
<b>13.3</b>	<b>Metering: LCD Display</b>	Input/Mains Voltage  UPS Output Voltage  UPS Output /Load Current	Charger / Battery Voltage Battery Charging / Discharging Current
<b>14.0</b>	<b>Environment</b>	0-55°C & 95% RH	
<b>15.0</b>	<b>Communication (Optional)</b>	<ul style="list-style-type: none"> <li>RS232 serial ports, 1 logical gate, 5 ports with dry contacts.</li> <li>Alarms and controls to be connected into the existing 2 x SCADA system (IMC &amp; Electrical) for network monitoring (IMC) and remote control (Electrical)</li> </ul>	

### **Modular UPS Installation**

#### **UPS greater than 10 kVA**

- a. UPS shall be housed in a free-standing cabinet and offer IP-65 protection rating
- b. The cabinet shall be fitted with heat extraction and cooling fans for adequate ventilation to ensure that all components operate within their environmental ratings.
- c. Rectifier and Inverter sections shall be housed in separate cabinet/panels and shall be complete with all interconnections.
- d. Hinged doors shall be provided at the front and back where required, with dust tight gaskets.
- e. Cable entry: Standard cable entry for the UPS cabinet shall be through either the enclosure bottom or top. A dedicated wireway shall be provided within the UPS cabinet for routing user input and output wiring.
- f. Busbars shall be colour coded and live parts shall be properly shrouded to ensure complete safety to personnel intending routine inspection by opening the panel doors.
- g. All equipment inside the cabinet and on door shall have suitable nameplates and device number as prescribed by ACSA.
- h. Supply UPS Network card for monitoring integration. The existing cabling and DB downstream will be reused.

**Inspection, Tests and Commissioning**

On completion, inspect and test the services installation in accordance with SANS10142-1-2 and the Occupational Health and Safety Act 85/1993. Record test results on printed test sheets and submit to the employer or representative.

The UPS shall be tested for the following in the presence of employer's representative:

**Commissioning checklist**

- Visually inspect all equipment for signs of damage or foreign materials
- Observe the type of ventilation, the cleanliness of the room, the use of proper signs, and any other safety related factors
- Check all the power connections for tightness
- Check all the control wiring terminations and plugs for tightness or proper seating.
- Check the DC bus for a possible short circuit
- Check input and Bypass power for proper voltages and phase rotation.
- Check all lamp test functions

Testing of the electrical installation shall include the following:

- Ensure correct polarity, phase rotation and balance load between the phases. Verify polarity and phase identification
- Continuity and resistance of earth conductor including all bonding conductors
- Continuity of ring circuit
- Earth electrode resistance
- Insulating resistance
- Earth fault loop impedance test
- Operation of earth leakage protection devices and circuit breakers

After inspection and testing, timeously arrange for any inspection and test by the appointed network operator if required

Submit a "Certificate of Compliance by an accredited person" Annexure 1 in terms of the Occupational Health and Safety Act 85/1993, Electrical Installation Regulation 1992, to the Employer and forward a copy to the Engineer.

**PRODUCT Local Support**

Bidder to provide a specification brochure, technical specification or equivalent from the OEM/Agent.

Bidder to provide a letter from OEM/Agent to confirm that:

- OEM/Agent will commit to the supply of the UPS and spares

- Confirmation of Local technical support

### **WARRANTY:**

All Equipment must have a 2-year warranty.

### **Handover documents**

	Description of Handover requirement	Requirement met	
	Design reports include design calculations of the UPS load distribution		
	As-built drawings (.dwg format) includes load supplied		
	A list of "Nameplate Data" giving full particulars of serial numbers and other descriptive data pertaining to the equipment installed		
	Electronic datasheets of equipment purchased		
	User Guide Manuals and maintenance manuals		
	An electronic and hard copy of all routine tests results, and measurements as recorded during site and factory testing		
	Formal record of the training provided to the ACSA staff by the Tenderer.		
	A list of minimum spares, tools and testing equipment required		
	All certificates and records of the testing and commissioning phase		

Equipment must comply with the following SANS standards: -

- SANS 62040-1
- SANS 62040-4
- SANS 10142-1

### **Location of the works**

The works is located at King Shaka International Airport at various locations in restricted areas and access-controlled areas. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

### **Quality Control and Reporting**

The Contractor shall provide a complete set of reports and control documents in accordance with the contractor's quality management to manage the report process and action all aspects of the installation program. The detail report will be made up by the following reports:

- Test Reports
- Feedback Reports

- Installation Reports
- Hand-Over Reports
- Health and Safety Reports
- Calibration reports

**Extend of The Works**

The Contractor will be fully responsible for meeting all requirements in this document regarding the works. In addition, all works will be carried out in accordance with SANS standards and as required by the Engineering working procedures, as well as any applicable governing law and/or regulations.

**PART C4: SITE INFORMATION**

Document reference	Title	No of pages
C4	This cover page Site Information	1
	Total number of pages	

Core clause 11.2(16) states

“Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.



**Description of the Site and its surroundings****General description**

The works is located at King Shaka International Airport at various locations in restricted areas and access-controlled areas. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

**Other reports and publicly available information**

KSIA is a national key point and the contractor must read the national key point ACT to familiarise themselves with the regulations.
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### **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 ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

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

<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

### Penalties

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

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

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

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

agree to the above conditions and acknowledge ACSA's right to impose penalties 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).

**POPIA ANNEXURE:****CONFIDENTIALITY AND DATA PROTECTION**

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

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

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

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

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

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

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

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this

clause, such Party will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SIGNATURES:****FOR AIRPORTS COMPANY SOUTH AFRICA**

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

\_\_\_\_\_

**FOR SERVICE PROVIDER**

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

\_\_\_\_\_