



TENDER DOCUMENT

FOR

THE CONTRACTOR APPOINTMENT FOR PLUMBING MAINTENANCE AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF 5 YEARS

Tender Reference Number: KSIA6982/2022/RFP

November 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 to which, all reference to the term "Bidder(s) / Tender(s)" then becomes synonymous with term "Contractor".

VOLUME 1

NAME OF TENDERER:

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TENDERER'S DETAILS

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



Contents

Contents	
The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T1.3	CIDB Standard conditions of tender
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2a	Contract Data Provided by Employer
C1.2b	Contract Data Provided by Consultant
C1.3	Occupational Health and Safety Agreement
C1.4	ACSA Insurance Requirements
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Pricing Data
Part C3: Scope of Work	
C3.1	Description of the Works
Part C4: Site information	
C4.1	Site Information
C4.2	ACSA Special Requirements at an Operational Airport
C4.3	ACSA Environmental Policy
C4.4	Environmental Management System
C4.5	ACSA Services and Maintenance Contractors Terms to Commence Work
C4.6	Baseline HIRA: ACSA Generic Hazard Assessment



Part T1: Tender Procedures

T1.1 Tender Notice and Invitation to Tender

T1.2 Tender Data



T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Contractor Appointment for the **Plumbing Maintenance at King Shaka International Airport for a period of 5 years.**

Only tenderers who are a CIDB contractor grading of **3 SO or higher** as stated on the Tender Data may submit tender offers. The CIDB grading is calculated annually.

In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.

The tenderers are to fulfil the following criteria:

A. A tenderer having stipulated minimum **B-BBBEE status level of contributor 1 or 2**

Tender Document Availability

Electronic documents of the bid document will be made available on the National Treasury e-tender portal from **09 November 2022**. No bid documents will be available at the briefing session or from the employer.

Tender documents may be downloaded from the following websites:

www.etenders.gov.za

Kindly print and complete.

Enquiries

Queries relating to the issue of these documents may be addressed to Mr Motlhabane Molamu, E-mail address: motlhabane.molamu@airports.co.za

Enquiries will close on **Monday 28th November 2022 at 16h00.**

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

Any clarification question should be sent to Motlhabane Molamu at motlhabane.molamu@airports.co.za and response will be shared with bidder that attended the Compulsory Briefing session and posted on the National Treasury e-tender website at www.etenders.gov.za for all potential bidders to have the same information and understanding



Compulsory Tender Briefing Session

- Briefing Date: **18th November 2022**
- Briefing Time: **10H00 AM (South African Time)**
- Briefing Venue: **King Shaka International Airport, Multi Storey Offices (MSO), Level 4, Ushaka Boardroom**

Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder at Mandatory Requirements stage.

Physical Tender Submission and Closing Date

- Tender Closing Date: **09th December 2022**
- Tender Closing Time: **10H00 AM (South African Standard Time)**
- Tender Closing Venue: **King Shaka International Airport, Multi Storey Offices (MSO), Level 4, Ushaka Boardroom**

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

No late tenders will be accepted.

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

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

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



T1.2 Tender Data

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

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
C.1	GENERAL
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>Part T1: Tendering Procedures</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>Part T2: Retournables Documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>Part C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2a Contract Data Provided by Employer</p> <p>C1.2b Contract Data Provided by Consultant</p> <p>C1.3 Occupational Health and Safety Agreement</p> <p>C1.4 ACSA Insurance Requirements</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Pricing Data</p> <p>Part C3: Scope of Work</p> <p>C3.1 Description of the Works</p> <p>Part C4: Site information</p> <p>C4.1 Site Information</p> <p>C4.2 ACSA Special Requirements at an Operational Airport</p> <p>C4.3 ACSA Environmental Policy</p> <p>C4.4 Environmental Management System</p> <p>C4.5 ACSA Services and Maintenance Contractors Terms to Commence Work</p> <p>C4.6 Baseline HIRA: ACSA Generic Hazard Assessment Part C1: Agreements and contract data</p>
C.1.4	<p>The Employer's Agent is: Motlhabane Molamu (SCM Representative)</p> <p>Email address: motlhabane.molamu@airports.co.za</p>



	All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ul style="list-style-type: none"> 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. <p>C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional</p>



	<p>information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>



C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p><u>Compulsory Tender Briefing Session</u></p> <ul style="list-style-type: none"> • Briefing Date: 18th November 2022 • Briefing Time: 10H00 AM (South African Time) • Briefing Venue: King Shaka International Airport, Multi Storey Offices (MSO), Level 4, Ushaka Boardroom <p>Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder at Mandatory Requirements stage.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p>Submitting a tender offer</p>



	<p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</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><u>Physical Tender Submission and Closing Date</u></p> <ul style="list-style-type: none"> • Tender Closing Date: 09th December 2022 • Tender Closing Time: 10H00 AM (South African Standard Time) • Tender Closing Venue: King Shaka International Airport, Multi Storey Offices (MSO), Level 4, Ushaka Boardroom
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working/business 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>Clarification of tender offer after submission</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>Submit securities, bonds and policies</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>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</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>Public opening of bids and price reading:</p> <ul style="list-style-type: none"> • Tender Closing Date: 09th December 2022 • Tender Closing Time: 10H15 AM (South African Standard Time) • Tender Closing Venue: King Shaka International Airport, Multi Storey Offices (MSO), Level 4, Ushaka Boardroom
C.3.7	<p>Grounds for rejection and disqualification</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>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. (check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> 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. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>



C.3.9	<p>Arithmetical errors, omissions and discrepancies.</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"> 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: <ul style="list-style-type: none"> (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. <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"> 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	<p>Clarification of a tender offer</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>Test for Responsiveness (as per clause C.3.8)</p> <p>1. Pre-Qualification Criteria</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>The tenderers are to fulfil the following criteria:</p> <p>A. A tenderer having stipulated minimum B-BBEE status level of contributor 1 or 2</p> <p>A tender that fails to meet any Pre-qualifying criteria stipulated above is NOT an acceptable tender and shall result in the immediate disqualification of the Bidder.</p> <p>A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated</p> <p>2. Mandatory Administration Criteria</p> <p>(a) Completed in full and signed Form of offer C1.1. (Found in the NEC 3 ECC Contract)</p> <p>(b) Only bidders who are a CIDB contractor grading of 3 SO or higher.</p> <p>(c) Letter of Good standing with workman's compensation commissioner COIDA</p> <p>(d) Bidder Disclosure Form (SBD 4). Please refer to Form A4</p> <p>A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated</p> <p>3. Functionality Evaluation Criteria</p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability, and functionality.</p> <p>Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 60 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80/20 split). Bidders who also fail to achieve the minimum score per sub-criteria will be disqualified and not be eligible for further evaluations.</p>
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**FUNCTIONALITY EVALUATION BREAKDOWN**

#	Evaluation Criteria	Sub-Criteria	Scoring	Max and Min Points
1.	Bidders Previous Experience			
1.1	Bidders current or previous experience in plumbing maintenance NB: Only reference letters in the referee's letter head from commercial projects will be considered.	<p>Three (3) relevant / similar projects/services carried out by the bidder in the past 10 years</p> <ul style="list-style-type: none"> Only services / projects that have a duration of one year or more OR a contract value of R 450 000.00 or more will be considered. Relevant – Similar shall mean commercial high traffic environments such as airports, malls, train stations, conference centres etc. This list is not exhaustive, the bidder shall ensure that sufficient clarity is provided regarding scope of the project / service <p>10 points per relevant/similar project up to a maximum of 50 points.</p>	10 points per relevant/similar project	Max = 50 Min = 30
2.	Key Team Members Experience (Two of the onsite staff (plumber and assistant) must be female)			
2.1	Supervisor for Plumbing (Trade Tested Plumber)	<p>Plumbing Trade Test and More than 8 years' (Minimum of Three (3) years Plumbing Trade Experience post trade test qualification and Minimum of two (2) years Plumbing Trade Experience in a supervisory / management role) = [10 points]</p> <p>Plumbing Trade Test and 5 – 8 years' (Minimum of Three (3) years Plumbing Trade Experience post trade test qualification and Minimum of two (2) years Plumbing Trade Experience in a supervisory / management role) = 6 points</p> <p>Less than 5 years' experience and less than 3 year post trade test qualification 2 years post trade test qualification = 0 Points</p>	<p>10</p> <p>6</p> <p>0</p>	Max = 10 Min = 6
2.2	Plumber 1 (Trade Tested Plumber)	<p>Plumbing Trade Test and More than 4 years (Minimum of one (1) years Plumbing Trade Experience post trade test qualification)</p> <p>Plumbing Trade Test and 2 – 4 years (Minimum of one (1) years Plumbing Trade Experience post trade test qualification)</p> <p>Less than 2 years Plumbing Trade experience</p>	<p>10</p> <p>6</p> <p>0</p>	Max = 10 Min = 6
2.3	Plumber 2 (Trade Tested Plumber)	<p>More than 4 years (Minimum of one (1) years Plumbing Trade Experience post trade test qualification)</p> <p>2 – 4 years (Minimum of one (1) years Plumbing Trade Experience post trade test qualification)</p> <p>Less than 2 years Plumbing Trade experience</p>	<p>10</p> <p>6</p> <p>0</p>	Max = 10 Min = 6
2.4	Plumbing Assistant 1 (Matric or equivalent)	<p>More than 2 years Plumbing experience and Matric / NQF level 4 or equivalent</p> <p>1 – 2 years Plumbing experience and Matric / NQF level 4 or equivalent</p> <p>Less than 1 year Plumbing experience and no Matric / NQF level 4 or equivalent</p>	<p>10</p> <p>6</p> <p>0</p>	Max = 10 Min = 6



2.5	Plumber assistant 2 (Matric or Equivalent)	More than 2 years Plumbing experience and Matric / NQF level 4 or equivalent	10	Max = 10 Min = 6
		1 – 2 years Plumbing experience and Matric / NQF level 4 or equivalent	6	
		Less than1 year Plumbing experience and no Matric / NQF level 4 or equivalent	0	
	TOTAL POINTS - Bidders must score a minimum of 60 points of 100 points to be considered for further evaluation		60	100

Stage 5 Determine acceptability of preferred tenderer:

Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- Unduly high or unduly low tendered rates or amounts in the tender offer;
- Contract data provided by the tendered; or
- The contents of the tender returnable which are to be included in the contract.

Stage 6 Price and BBBEE (80/20)

- (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%
- BBBEE – 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.

The 80/20 preference points system for acquisition of services, works or goods with a Rand value below R 50 million

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

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

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 (80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.

The award of business will be made to a Bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exist, justifying an award to another bidder or ACSA splits the award or cancels the tender, etcetera. The pricing schedule to be completed.

C.3.12

Insurance provided by the employer

Refer to Contract Data



C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> 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.
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Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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



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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil 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.
- a) **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.
- b) **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.
- c) **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

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.

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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 Were 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.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
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:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- 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.



Part T2: Returnable Documents

T2.1 List of Returnable Documents

T2.2 Returnable Schedules



T2.1: List of Returnable Documents

The tenderer must complete the following returnable documents:	Completed (tick)
1 Returnable Schedules required for tender evaluation purposes only	
A1: Record of Addenda to Tender Documents	
A2: Certificate of Authority for Signatory	
A3: Certificate of Authority for Joint Ventures (where applicable)	
A4: SBD 4: Bidder Disclosure Form	
A5: SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	
A6: SBD 6.2: Declaration certificate for local production and content for designated sectors	
A7: SBD 8: Declaration of forbidden practices	
A8: SBD 9: Certificate of Independent Bid Determination	
A9: Schedule of the Tenderer's Recent Experience related to this Maintenance Contracts / Projects	
A10: Schedule of Current Commitments	
A11: Bidders must be registered on CSD (Central Data Base from National Treasury)	
A12: Bidder ownership structure	
A13: ACSA's Terms and Conditions of Bid	
2 Other documents required for tender evaluation purposes only	
B1: Proof of registration for Bidder's Letter of Good Standing with the Workers Compensation Commission	
B2: Proof of relevant valid Construction Industry Development Board registration	
B3: Tax compliance status pin certificate issued by the South African Revenue Services.	
B4: An original Bank Letter of good financial standing (Bank Rating) for the tender sum	
3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
C1: Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C3: B-BBEE Verification Certificate	
C4: CV's of key personnel	
C5: Qualifications of key personnel	
C6: Preliminary Health & Safety Plan	
C7: Safety and Fire Rules	
C8: Occupational Health and Safety Questionnaire	
C9: Schedule of Information to be provided by Tenderer	
C10: Proposed Amendments and Qualifications	
C11: Resource Plan for Plants and Equipment	
C12: Client reference letters on clients' letterhead of Previous Projects Completed	
4 C1 Agreement and Contract Data	



The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
5 C2 Pricing Data	

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not.

Validity of submitted information:

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed



FORM A1: Record of Addenda to Tender Document

This is to certify that:

The Bidder confirms that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A2: CERTIFICATE OF AUTHORITY OF SIGNATORY

This is to certify that:

The signatory has been duly authorised to sign all documents in connection with this tender and any contract which may arise therefrom on behalf of the Bidder.

An example is shown below:

"By resolution of the board of directors taken on 20
 Mr/Ms
 has been duly authorized to sign all documents in connection with this tender and
 any contract which may arise therefrom on behalf of
 (Block capitals)

 Signed on behalf of Company:
 In his/her capacity as:
 Date:"

Signatory of Authority:

Witnesses:

Signature: _____

Signature: _____

Name: _____

Name: _____

Attach:

- Annual Financial Report
- Company Documents



FORM A3: Certificate of Authority for Joint Ventures (where applicable)

This Returnable Schedule is to be completed only by joint ventures in addition to Form A3 for each JV member.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise:

Mr/Ms.....;

authorised signatory of the company.....;

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A4: SBD 4 – BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder’s declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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

- 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:

.....

¹ 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.



- 2.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

² 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.



COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



Form A5: 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors



(IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) 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 regarding preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 1.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid



documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.



4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).



8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION REGARDING COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?



9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES	
1.
2.

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS



FORM A6: SBD 6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (where applicable)

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

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

1. General Conditions

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

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

Where

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

Prices referred to in the determination of x must be converted to Ra# on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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



1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

3. Does any portion of the goods or services offer have any imported content?
(***Tick applicable box***)

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

IN RESPECT OF BID NO.

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

.....

NB

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

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

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



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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



FORM A8: SBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:



(Name of Bidder)

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting



Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position
Js914w 2

.....
Name of Bidder


FORM A9: Schedule of the Tenderer's Recent Experience related to this PLUMBING MAINTENANCE contract

The following is a statement of similar work successfully executed over the past 10 years:

No.	Project/Contract	Client	Start Date (M/Y)	Duration (months)	Contact Person and Number	Value of work

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED



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

(Attach additional information to this page)

Note: When completing the above schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F3.8

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____



FORM A10: SCHEDULE OF CURRENT COMMITMENTS

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form

No.	Project/Contract	Client	Contact Person and Number	Start Date (M/Y) and End Date	Duration (months)	Value of work

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED



Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form A11: Registration on the national treasury central supplier database

This is to Certify that:

The Bidder's is registered with the Department of National Treasury's Central Supplier Database.

Please attach proof of valid registration on CSD to this page.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM a12: BIDDER OWNERSHIP STRUCTURE

Name of Entity	Black Ownership Percentage

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form 13: ACSA TERMS AND CONDITIONS

This RFP is open to South African Registered Bidders and overseas. All legal requirements for tax and customs must be observed and the cost is for the bidder.

ACSA reserves the right to award the contract on the basis of RFP submitted or to negotiate at the option of ACSA terms and conditions suitable to this RFP; and by submission of its RFP the proposer agrees to be legally bound thereby if its RFP is accepted by ACSA.

ACSA or its duly appointed representatives shall be the sole adjudicators of the RFP s received. The decision shall be final and **no discussion or correspondence regarding the reason for the acceptance or rejection of any RFP will be furnished except as required by law.**

ACSA shall not be liable for any expense incurred by any proposer in the preparation and submission of its RFP.

If the RFP has been awarded on the strength of information furnished by a proposer, which information proves to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

- (a) Recover from the relevant proposer all costs, losses or damages incurred by it as a result of the award and/or
- (b) Cancel the award of the RFP and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favorable arrangements.

If a written contract has been concluded between the parties and ACSA exercises the right to cancel such contract, the proposer shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation and having to make alternative arrangements. ACSA shall furthermore have the right to recover such losses, damages or additional costs by means of set off against monies due or which may become due to the proposer in terms of the said contract. Otherwise ACSA may process a claim in terms of a performance bond provided for due fulfillment of the contract by the proposer. Until such time as the amount of such losses, damages or additional costs have been determined, ACSA shall retain such monies for any loss or damage, which ACSA may suffer or has suffered.

If ACSA and the successful proposer fail to enter into and execute a formal written contract within thirty (30) days of the award as a result of the proposer's failure to comply with the representation made in his/her RFP , then the RFP may be deemed null and void. ACSA' s aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages.

ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalization of the contract between the parties and shall not be liable to any proposer or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All RFP s are submitted at the entire risk of the proposer.

All agreements arising from RFP s submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA in accordance with applicable laws and policy.

ACSA reserves the right **to postpone the closing date for submission** of RFP s or to withdraw the RFP at any time.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

Works must be executed in the name of the business actually tendering to perform the supply, installation and maintenance, and if awarded the contract it must be signed by an authorised representative of the proposer. In the case of a joint venture or partnership, evidence of such authorisation from all members must be included. In the case of a joint venture RFP, officers authorised by both entities must sign the RFP form. The address and telephone numbers of the proposer must appear in B-BBEE Vendor form

The foreign exchange values for the imported content shall be indicated in the country of source and in US Dollar. The exchange rates used in calculating the SA Rand value must be clearly stated in the Schedule of rates, in the RFP.

The following is of utmost importance to ensure the smooth and efficient payment of invoices:

- ✓ Ensure that a proper procurement process was followed, and a PO number is obtained before any goods are delivered or services are rendered.
- ✓ The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you STILL need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.
- ✓ An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier and will not be forwarded to the SSC for processing.
- ✓ Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered, or the service rendered.
- ✓ Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to invoices.acsa@airports.co.za. The original invoice should not be handed to business.
- ✓ Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.
- ✓ Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- ✓ Payment by means of electronic funds transfers.
- ✓ At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques anymore.
- ✓ Invoices will be paid on the last working day of the month following the invoice date e.g., if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- ✓ Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to suppliers@acsa.co.za in order to ensure that your payment is made in time.
- ✓ If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:
 - Email a copy of a cancelled cheque to suppliers@acsa.co.za as proof of your banking details

The RFP Submission shall be in English.

Binding Arbitration Provision

It is a condition of participation in this RFP process and the proposer and ACSA agree that should any dispute or difference arise between any proposer and ACSA:

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under.
- Concerning any aspect of the RFP process to anything done or decided there under or
- Concerning the validity of the award of the RFP to any proposer or the failure to award same to any proposer, then such dispute or difference shall be finally resolved by arbitration.

Such arbitration shall be by a single arbitrator who shall be:

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

RFP Acceptance

- ACSA reserves the right to reject: -
 - a. Incomplete RFP s
 - b. Late RFP s
 - c. Conditional RFP s.
 - d. Non-compliant RFP s with one or more of the procedural and administrative criteria.
- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.
- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
- ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
- Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT	
ACCEPT WITH AMENDEMENT/S	
DO NOT ACCEPT	

COMPANY NAME _____

REPRESENTATIVE NAME AND SURNAME: _____

SIGNATURE _____

DATE: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM B1: PROOF OF REGISTRATION FOR CONTRACTOR'S WCA REGISTRATION

This is to certify that:

The Bidder is registered and is in good standing with a compensation insurer who is approved by the Department of Labour, in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993)

Please attach proof of registration.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM B2: proof of relevant valid construction industry development board registration

This is to certify that:

The Bidder is registered and has the minimum CIDB grading of **4 GB** or higher.

Please attach proof of CIDB registration.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM B3: Tax compliance status pin certificate issued by the South African Revenue Services

This is to certify that:

The Bidder's Tax Matters have been declared in order by the South African Revenue Services. In the event of a Joint Venture, each member shall comply with this requirement.

Please attach an valid Tax Compliance Status Pin Certificate issued by the South African Revenue Services.

If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax clearance certificate in their personal capacities.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

**FORM B4: AN ORIGINAL BANK LETTER OF GOOD FINANCIAL STANDING
(BANK RATING) FOR the TENDER SUM****This is to certify that:**

The Bidder is in Good Financial Standing for the Tender Sum.

Information to be included in bank letter of good financial standing:

Bank Report on : (Tenderer's Name)

Account No :

Bank :

Bank Code :

Amount : (Tender value)

Duration : 6 months

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)**() A UNDOUBTED FOR ENQUIRY****() B GOOD FOR AMOUNT QUOTED****() C GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS****() D FAIR TRADE RISK****() E FIGURE CONSIDER TO HIGH****() F FINANCIAL POSITION UNKNOWN****() G OCCASIONALLY DISHONOURED****() H FREQUENTLY DISHONOURED**

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C1: Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

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

Confidential

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

Name: _____

Position: _____

Bidder: _____

FORM C2: SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature, extent and approximate value of work to be sub-contracted	Previous experience with Subcontractor (attach details)

(Attach additional information to this page)

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C3: Valid B-BBEE Certificate

The bid must include an original or certified copy of the B-BBEE verification certificate issued by a SANAS accredited ratings agency, or an IRBA Registered Accounting Practice or a Sworn Affidavit certified by the Commissioner of Oath.

The Preferential Procurement Regulations Part 3, section 11 (9) states that, "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

Signed		Date	
Name		Position	
Tenderer			

(Attach proof to this page)

FORM C4: CV'S OF key personnel**Note to Tenderer:****When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.**

Compulsory detailed CV's are required for the following:

- Contract Manager / Supervisor, who will be the Primary Person
- Trade tested Plumber 1
- Trade tested Plumber 2
- Assistant Plumber 1
- Assistant Plumber 2

The full CV's are to be attached to the relevant pages and, in addition, the following summaries are to be completed for each of the above key personnel members.

CONTRACT MANAGER / SUPERVISOR (PRIMARY PERSON)

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

Commitment to the Project

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form C4: CV'S OF key PERSONNEL (CONT)**PLUMBER 1**

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form C4: CV'S OF key PERSONNEL (CONT)**PLUMBER 2**

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form C4: CV'S OF key PERSONNEL (CONT)**ASSISTANT 1**

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

form C4: CV'S OF key PERSONNEL (CONT)**ASSISTANT 2**

Name	
Surname	
Nationality	
Date of Birth	
Current Residence	
Highest Education	
Major experience in previous 10 years:	

(Attach additional information to this page)**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: QUALIFICATIONS OF KEY PERSONNEL

Attach Copies of Qualifications for the CONTRACT MANAGER/SUPERVISOR

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: QUALIFICATION OF KEY PERSONNEL (CONT)

Attach Copies of **Qualification for the PLUMBER 1**

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: CV'S OF KEY PERSONNEL (CONT)

Attach Copies of Qualifications for the PLUMBER 2

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: QUALIFICATION OF KEY PERSONNEL (CONT)

Attach Copies of Qualification for the PLUMBING ASSISTANT 1

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C5: CV'S OF KEY PERSONNEL (CONT)

Attach Copies of Qualifications for the PLUMBING ASSISTANT 2

Note to Tenderer:

When completing this schedule, Tenderer's must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C6: PRELIMINARY HEALTH AND SAFETY PLAN

Note to Tenderer:

When completing this schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Section T1.2, Clause F3.8.

(See Part 3 and 4, Occupational Health and Safety Specifications)

Attach a signed copy of the Plan to this page. Any Occupational Health and Safety certification by a recognised international body must be stated and proof attached.

Acceptance of ACSA's Terms and Conditions in terms of Occupational Health and Safety

I, _____ (name & surname)

of

_____(comp any)

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: _____

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C7: SAFETY AND FIRE RULES**SAFETY AND FIRE RULES FOR CONTRACTORS ON THE PREMISES**

- (i) All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request.
- (ii) All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met.
- (iii) Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided prior to signing of the contract or commencement of work.
- (iv) The Contractor's Workmen's Compensation fees must be up to date. A copy of Contractor's WCA registration shall be produced on request. WCA Registration No. of the Contractor
- (v) The following areas in the company are declared as "HOT WORK PERMIT" areas:

AREA	PERSON RESPONSIBLE TO ISSUE PERMIT
All airside areas	Fire and Safety department
All basement areas	Fire and Safety department
All areas accessible to the public	Fire and Safety department
All enclosed areas	Fire and Safety department
The Terminal building	Fire and Safety department

Any process in the above-mentioned areas involving open flames, sparks or heat shall be authorised by the issue of a permit to work, obtained from the company officials designated as permit issuer for the relevant area. Any work done under the protection of a permit to work shall be in strict compliance with every prescription on the permit.

- (vi) Safety equipment shall be used where applicable, (e.g. safety goggles, boots, harness, etc.). The Contractor shall at his own expense provide such equipment, for his employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- (vii) All work shall be done during normal working hours, unless otherwise instructed or agreed in writing.
- (viii) All Contractor employees shall familiarise themselves with the existing emergency procedures and co-operate in any drills or exercises, which might be held. Emergency/fire equipment and extinguishers shall not be obstructed at any time.
- (ix) No person shall perform an unsafe/unhygienic act or operation whilst on the Company premises.
- (x) No unsafe / dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and prevent/ prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.
- (xi) The Contractor shall maintain good housekeeping standards in the area where he is working for the

duration of the contract.

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

(Attach additional information to this page)

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C8: OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE

1.	OCCUPATIONAL HEALTH AND SAFETY POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have an Occupational Health and Safety Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy (attach to this form).		
1.2	Does an Occupational Health and Safety structure exist in your company?		
	Please provide details (attach to this form).		
1.3	Are senior and middle management actively involved in the promotion of Occupational Health and Safety?		
	Please provide details eg.		
	• Periodical work area inspection		
	• Regular Health and Safety meetings with personnel		
	•		
	•		
1.4	Are the Occupational Health and Safety responsibilities of managers clearly defined?		
	Please provide details:		
	•		
	•		
	•		
1.5	Are annual Occupational Health and Safety objectives included in your business plan?		
	Please provide an example:		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number:		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof (attach to this form).		
2.	OCCUPATIONAL HEALTH AND SAFETY TRAINING		
2.1	Is training provided to employees at the following stages?		
	• When joining the company		
	• When changing jobs within the company		
	• When new plant or equipment needs to be operated		
	• As a result of experience and feedback from accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	If so, please attach proof to this form.		
2.2	What formal Occupational Health and Safety training is provided specifically to		
	• First line supervisors		

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

	• Middle and top management		
	Please describe:		
2.3	Are all employees (including sub-contractors) instructed as to the application of the rules and regulations?		
	When is this done and how is it achieved?		
2.4	Does this training include the selection, use and care of personal protective equipment?		
2.5	What refresher training is provided and at what intervals?		
	Please list examples		
	Course Title	Target audience	Interval
2.6	Has the person(s) allocated as your Occupational Health and Safety advisor followed specific Occupational Health and Safety training?		
	Please list most recent courses:		
	•		
	•		
	•		
	Does this include refresher training?		
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES		
3.1	Do you have a system for establishing Occupational Health and Safety specifications as part of the assessment of goods, materials and services?		
	Please describe:		
3.2	Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?		
	Please give examples of plant /equipment covered:		
	•		
	•		
	•		
3.3	Is there record of inspection?		
	Where is it kept?		
	Are you able to supply copies of these inspection records if required?		

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PLUMBING MAINTENANCE SERVICES

3.4	How is plant and equipment, which has been inspected, identified as being safe to use?		
3.5	Do you evaluate the Occupational Health and Safety competence of all sub-contractors?		
	Please describe how this is achieved and how the results are monitored:		
4.	OCCUPATIONAL HEALTH AND SAFETY INSPECTIONS		
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above:		
	•		
	•		
	•		
	•		
5.	RULES AND REGULATIONS		
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover:		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)?		
5.3	Do you have experience of project Occupational Health and Safety plans?		
	Please give examples of where these have been used:		
	•		
	•		
	•		
	•		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the employer?		

6	RISK MANAGEMENT			
6.1	Have the following, involved in the execution of your work, been identified?			
	<ul style="list-style-type: none"> Hazards affecting health and safety? 			
	<ul style="list-style-type: none"> The groups of people who might be affected? 			
	<ul style="list-style-type: none"> An evaluation of the risk from each significant hazard? 			
	<ul style="list-style-type: none"> Whether the risks arising are adequately controlled? 			
6.2	Are these findings and assessments recorded?			
6.3	How often are they reviewed?			
	Please list the time frame e.g. years:			
6.4	For what processes/risk is personal protective equipment issued?			
	Process/Risk	Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?			
7	EMERGENCY ARRANGEMENTS			
7.1	How do you manage your arrangements for dealing with emergencies?			
	Are these communicated to your sub-contractors?			
7.2	What provision have you made for first aid? e.g. Trained First Aiders:			
7.3	What training do you provide to employees in Safety/Fire Fighting?			
	Please list institutions used for these training:			
	<ul style="list-style-type: none"> 			
	<ul style="list-style-type: none"> 			
8	RECRUITMENT OF PERSONNEL			
8.1	Are health and safety factors considered when hiring personnel?			
8.2	Are medical examinations carried prior to employment?			
	<ul style="list-style-type: none"> In all cases? 			
	<ul style="list-style-type: none"> Where type of work requires a medical examination? 			
8.3	Do you cover exit medical examination?			
8.4	How do you assess the competence of staff before an appointment is made?			
	e.g. via trade testing, reference checks:			
	<ul style="list-style-type: none"> 			
	<ul style="list-style-type: none"> 			
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS			

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PLUMBING MAINTENANCE SERVICES

9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy (attach to this form).		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy (attach to this form).		
9.3	Do you have a formal system for reporting situations/near misses etc?		
	Please provide a copy (attach to this form).		
9.4	Please provide the following statistics for the last five years:		
	YEAR 1	YEAR 2	YEAR 3
	YEAR 4	YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man days due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method:		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples:		
	•		
	•		
	•		
	•		

Declaration

I/wedeclare that the above information provided is correct.

Signed: _____

Date: _____

Name: _____

Position: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

Bidder: _____

FORM C9: Schedule of Information to be provided by Tenderer**1. Company details:**

Registered Address:.....
 Contact Person:
 Telephone:
 Fax

2. Shareholders:

Names/Percentages of holdings:

3. Bankers:

Bank:
 Branch:
 Account Number:

4. Turnover:

Approximate turnover for each of the past three years:

2018:

2019:

2020:

5. Management and Manpower Resources:

Supervisors:

Labourers:

Other:

Names of Supervisors to be allocated to this contract:

6. Construction Equipment (Value in R):

Value of equipment owned by the Company:

Own workshop/stores (location):

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

FORM C10: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed: _____

Date: _____

Name: _____

Position: _____

Bidder: _____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

FORM C11 Resource Plan for Plants and Equipment

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

Form C12: Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed and Current Projects

A minimum of three (3) reference letters required from the client bodies/Principal Agent.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER REFERENCE NUMBER: KSIA6982/2022/RFP

TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS AT KING SHAKA INTERNATIONAL AIRPORT

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING SHAKA INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

And

(registration Number:.....)

For THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS AT KING SHAKA INTERNATIONAL AIRPORT

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Employer's Service Information	[•]
Part C4 Site Information	[•]

PART C1: AGREEMENTS AND CONTRACT DATA

Contents:	No of pages
C1.1 Contract cover page	[•]
C1.2 Form of Offer and Acceptance	[•]
C1.3 Contract Data provided by the Employer	[•]
C1.4 Contract Data provided by the Contractor	[•]

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

PART C2: PRICING DATA

Contents:	No of pages
C2 Pricing Data Option A	[•]

PART C3: EMPLOYER'S SERVICE INFORMATION

Contents:	No of pages
C3 Employer's Service Information	[•]

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

PART C4: SITE INFORMATION

Contents:	No of pages
C4 Site Information	[•]

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED****TENDER REFERENCE NUMBER: KSIA6982/2022/RFP**

**TITLE OF PROJECT: THE APPOINTMENT OF A
CONTRACTOR FOR THE PROVISION OF PLUMBING
MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS
AT KING SHAKA INTERNATIONAL AIRPORT**

C1.2 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

THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF PLUMBING MAINTENANCE SERVICES FOR A PERIOD OF FIVE YEARS 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 incur 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)
.....Rand;

R.....(in figures)

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.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

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 or the Pricing 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	Service 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 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	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 Subject	
Details	
.....	
.....	
.....	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
PLUMBING MAINTENANCE SERVICES

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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	A: Priced contract with price list
	and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013) ³	
10.1	The <i>Employer</i> is (name):	[Airport Company South Africa]
	Address	[King Shaka International Airport]
	Tel No.	[TBC]
10.1	The <i>Service Manager</i> is (name):	[TBC]
	Address	[King Shaka International Airport]
	Tel	[TBC]
	e-mail	[TBC]
11.2(2)	The Affected Property is	[King Shaka International Airport]
11.2(13)	The <i>service</i> is	[Plumbing Maintenance Services]
11.2(14)	The following matters will be included in the Risk Register	[OHS Act and Construction Regulation compliance.]
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa

³ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see www.ecs.co.za

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	[14 days]
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no additional data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	[4] weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>service period</i> is	[FIVE Years from The Starting Date] or when contracted funds are depleted, whichever comes first.
4	Testing and defects	N/A
5	Payment	
50.1	The <i>assessment interval</i> is	Monthly
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	(30 Days).
51.4	The <i>interest rate</i> is	(i) [The prime lending rate] percent above the publicly quoted prime rate of interest charged by [Nedbank] Bank for amounts due in Rands and Cents
6	Compensation events	(If the optional statement for this section is not used, no additional data will be required for this section)
	No additional data	
7	Use of Equipment Plant and Materials	[Refer to C3.3]
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	[Refer to part C1.4]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	[Refer to Part C1.4]
83.1	The <i>Employer</i> provides these additional insurances	[Refer to Part C1.4]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	[Refer to Part C1.4]
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	[Refer to Part C1.4]

83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	[Refer to section C1.4]
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	[Refer to section C1.4]
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	[Refer to Part C2]
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	[Johannesburg] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1.
X1.1	The <i>base date</i> for indices is	Price adjustment for inflation shall only take place on contract anniversary after negotiations between the parties to the contract.

	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X17	Low service damages	If the Contractor produces substandard work the Employer can -insist the Contractor to corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or - accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information		
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> liability for Defects due to his design of an item of Equipment 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 the 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. The excluded matters are amounts payable by the Contractor as stated in this contract for: Loss of or damage to the Employer's property, Defects liability, Insurance liability to the extent of the Contractor's risks death of or injury to a person; infringement of an intellectual property right]		
X18.5	The <i>end of liability date</i> is	[3] months after the end of the <i>service period</i>.		
Z	The <i>additional conditions of contract</i> are			
	AMENDMENTS TO THE CORE CLAUSES			
Z1	Interpretation of the law			
Z1.1	Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service</i>			

Manager, the, or the *Adjudicator* 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.

Z2 Providing the Service: Delete core clause 20.1 and replace with the following:

Z2.1 The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

Z3. Other responsibilities: add the following at the end of core clause 27:

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date*.

Z3.2 The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service* Information or notified by the *Service Manager*, any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4. Termination

Z4.1 Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

Z5.2 The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6. Payment: Add the following at the end of core clause 51:

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**Z7.1** A change in law is defined as:**Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;**Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.**Z8. Performance Bond: The following amendments are made to clause X13:****Z8.1.** **Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c.ii of this Contract Data.**Z8.2.** **Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security**Z9. Limitation of liability: Insert the following new clause as Option X18.6:****Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.**Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.**ADDITIONAL Z CLAUSES****Z10. Cession, delegation and assignment****Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.**Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.**Z11. Joint and several liability****Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.**Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. *Employer's Step-in rights*

Z14.1. If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [4] weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2. The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z15. *Liens and Encumbrances*

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z16. *Intellectual Property*

Z15.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or the *Affected Property*.

Z15.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z15.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z15.5.1 the *Contractor's* service;

Z15.5.2 the use of the *Contractor's* Equipment, or

Z15.5.3 the proper use of the *Affected Property* on which the service is provided.

Z15.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”: “excluding disputes relating to termination of the contract”.**
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer, Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

Part C1.3 Contract Data**Part two – Data provided by the Contractor**

The conditions of contract are the NEC3 Term Service Contract (TSC), April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract (TSC) to which it mainly applies.

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No: Email Address:	
	Represented by (Full Name): Title: Address: Telephone No: Email Address:	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name: Job: Responsibility: Qualifications: Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

Name:

Job:

Responsibility:

Qualifications:

Experience:

-
- | | | |
|------|---|--|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none">• Existing Services• Access to Site• Delay in supply of material and/or equipment• Progress of the works against the program / agreed time frames |
|------|---|--|
-

PART C2: PRICING DATA
TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	[•]

C2.1 Pricing assumptions: Option A**The conditions of contract****How work is priced and assessed for payment**

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

- | | | |
|-------------------------------------|------|---|
| Identified and defined terms | 11 | |
| | 11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. |
| | | (17) The Price for Services Provided to Date is the total of |
| | | <ul style="list-style-type: none">• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. |
| | | (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*.

- 1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
- 2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
- 3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 4 Hence the prices and rates tendered by the *contractor* in the *price list* are inclusive of everything necessary and incidental to providing the service in accordance with the service information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- 5 The contractor does not have to allow in his prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *employer's* risk event listed in core clause 80.1.

C2.2 The price list

The following Price list is provided “as-is” for pricing purposes, the bidder should refer to C3 (Service information) for activities that need to be priced. Only items listed in this price list may be billed to the Employer. ACSA will compensate for works done.

EMPLOYER: AIRPORTS COMPANY SOUTH AFRICA

DEPARTMENT: BUILDING & FACILITIES MAINTENANCE

CONTRACT TITLE: Plumbing Maintenance at King Shaka International Airport

C2.3 Pricing Instructions

C2.3.1 For the purpose of the Price list, the following words shall have the meanings assigned to them:

- Unit: The unit of measurement for each item of work.
- Quantity: The number of units of work for each item.
- Rate: The payment per unit of work for which the Service Provider tenders to do the work.
- Amount: ` The product of the quantity and the rate tendered for an item.

C2.3.2 It will be assumed that prices included in the price list are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information standards)

C2.3.3 The prices and rates in the pricing list are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, transportation, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

C2.3.4 An item against which no price is entered will be considered to be covered by the other prices or rates in the Pricing list.

C2.3.5 The quantities set out in the pricing list are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing list.

C2.3.6 The short descriptions of the items of payment given in the pricing list are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

C2.3.7 All prices and rates entered in the price list must be **excluding** VAT. VAT will be added last on the summary page of the price list.

PRICING SCHEDULE

MONTHLY ADMINISTRATIVE COSTS:

#	Description	UoM	Quantity	Rate	Monthly Amount	Annual Amount
1	Preliminaries and General	Month	1	R	R	R
2	Insurance costs	Month	1	R	R	R
3	OHS Act Safety Requirement: <ul style="list-style-type: none"> • Prepare and maintain compliant safety file for duration of the service (including training, medicals, PPE etc) • Ensure full compliance with the OHS Act 	Month	1	R	R	R
Total Administrative Cost					R	R

MONTHLY TRAVEL COSTS:

	Description	UoM	Quantity	Rate	Monthly Amount	Annual Amount
1	Estimated mileage (kilometres) Allowable usage per month is 2,000 km's.	Km	2000	R	R	R
Total Travel Cost					R	R

MONTHLY CALL OUTS:***Applicable outside scheduled working hours***

	Description	UoM	Quantity	Rate	Amount	Annual Amount
1	Call outs for urgent works / emergency which occurs outside of scheduled working hours	No	4	R	R	R
	Total Travel Cost				R	R

MONTHLY LABOUR RATES: SCHEDULED LABOUR

- a) Labour Rates: Normal Hours
- b) Working Hours: The working hours for the plumbing team will be as follows:
Normal Service Time: (Day Shift): Monday to Friday- 08h00am to 16h30
Public Holidays and Weekends: Saturday, Sunday and Public Holidays - 08h00 to 12h00
- c) One Plumber along with the Assistant will be required on weekends and public holidays
- d) Payment will be made on the actual hours worked
- e) Plumbing teams (1 x Plumber and 1 x Assistant) will work alternating weekends
- f) Relevant labour legislation must be respected at all times

#	Position	UoM	Hours Per Month (Weekdays)	Hourly Rate	Monthly Amount	Annual Amount
1	Supervisor Plumbing	Hours	176	R	R	R
2	Plumber	Hours	176	R	R	R
3	Plumber	Hours	176	R	R	R
4	Assistants:	Hours	176	R	R	R
5	Assistants:	Hours	176	R	R	R
Total Scheduled Labour (Weekdays)					R	R

#	Position	Saturdays			Sundays/Public Holidays			Monthly Amount (A+B)	Annual Amount
		Hours per Month	Hourly Rate	Total	Hours per Month	Hourly Rate	Total		
1	Plumber	20	R	R	24	R	R	R	R
2	Assistants: plumber	20	R	R	24	R	R	R	R
Total Scheduled Labour (Weekends/Public Holidays)		A		R	B		R	R	R

MONTHLY LABOUR RATES: AFTER HOURS INCLUDING CALL OUTS (UNSCHEDULED LABOUR)

The following resources shall be made available for call outs as and when required:

- 1x Qualified Plumber
- 1x Plumber Assistant
- Services of a supervisor will only be requested where deemed necessary by ACSA.

#	Position	Weekdays / Saturdays			Sundays / Public Holidays			Monthly Amount (A+B)	Annual Amount
		Hours per Month	Hourly Rate	Total	Hours per Month	Hourly Rate	Total		
1	Supervisor: Plumbing	24	R	R	12	R	R	R	R
2	Plumber	24	R	R	12	R	R	R	R
3	Assistants: Plumber	24	R	R	12	R	R	R	R
Total Unscheduled Labour (Weekdays/Weekends/Public Holidays)		A		R	B		R	R	R

MONTHLY THIRRD PARTY COSTS: PROCURMENT OF MATERIALS/ SPARES/ HIRE OF EQUIPMENT AND OUTSOURCED SERVICES

- a) Spares and sub-contracted work will be charged at cost plus mark-up.
- b) VAT shall not form part of mark-up calculations.
- c) Cost shall be net cost (excluding VAT) of parts/services supplied to site with all discounts deducted.
- d) Markup percentage will be subject to negotiations between the Bidder and ACSA.
- e) **All amounts/allowables are provisional and maybe subject to change at the discretion of ACSA. No commitment is made to spend any portion of the allowable.**

Materials / Services						
	Value of Item or Services Per Task Order / Job Card	Mark Up Percentage	Allowable	Mark Up Value	Monthly Amount Including Mark Up (Allowable + Mark Up Value)	Annual Amount
1	R0 – R10 000.00	%	R30 000	R	R	R
2	R10 000.01 - R50,000	%	R12 000	R	R	R
	Total 3rd Party Cost Excl. VAT				R	R

PREVENTATIVE MAINTENANCE: BI – ANNUAL TREATMENTS (PROVISIONAL QUANTITIES PROVIDED – PAYMENT WILL BE BASED ON ACTUALS COMPLETED)

#	Description	Qty / Units	Frequency	Rate	Total Amount Per Treatment	Annual Amount X 2 Treatments Per Year
1	Jetting of Sewer-line / Stormwater lines within the KSIA precinct	3500m	Bi-Annually	R	R	R
2	Dislodge, clean and remove all sludge and debris in terminal sewer pits. Upon completion sewer pit must be visibly clean. Contractor to provide safe disposal certificate for all solid waste disposed.	1	Bi-Annually	R	R	R
3	To dislodge and removal of scum/effluent in the Terminal Basement sewer pits. Cart effluent to South Waste Treatment Works	80 000 litres	Bi-Annually	R	R	R
Total Per Treatment					R	R

RATES FOR SPECIALISED WORKS

The rates quoted below will be used if/as and when required. All quantities are provisional and subject to change.

#	Description	Unit	Qty	Rate	Annual Amount
1	Underground leak Detention <i>(including, transport, equipment and competent personnel/operator with assistants)</i>	Normal Hours / Per Hour	1	R	R
2	CCTV Camera drain inspection <i>(including, transport, equipment and competent personnel/operator with assistants)</i>	Normal Hours / Per Hour	1	R	R
3	High Pressure Drain Cleaning <i>(including, transport, equipment and competent personnel/operator with assistants)</i>	Normal Hours / Per Hour	1	R	R
4	Brick Layer / Concrete Work – Rater Per Hour (Ad Hoc)	Normal Hours / Per Hour	1	R	R
5	Plasterer – Rate Per Hour (Ad Hoc)	Normal Hours / Per Hour	1	R	R
6	Underground leak Detention <i>(including, transport, equipment and competent personnel/operator with assistants)</i>	After Hours / Per Hour	1	R	R
7	CCTV Camera drain inspection <i>(including, transport, equipment and competent personnel/operator with assistants)</i>	After Hours / Per Hour	1	R	R
8	High Pressure Drain Cleaning <i>(including, transport, equipment and competent personnel/operator with assistants)</i>	After Hours / Per Hour	1	R	R
9	Brick Layer / Concrete Work – Rater Per Hour (Ad Hoc)	After Hours / Per Hour	1	R	R
10	Plasterer – Rate Per Hour (Ad Hoc)	After Hours / Per Hour	1	R	R
Total Other Costs					R

PRICING SCHEDULE –ANNUAL SUMMARY

#	Description	Annual Total Excl. VAT
1	Administrative Costs	R
2	Travel Rates	R
3	Call Outs	R
4	Labour Rates: Scheduled Labour	R
5	Labour Rates: Unscheduled Labour	R
6	Third Party Procurement	R
7	Bi – Annual Preventative Maintenance	R
Total Annual Cost Excluding Escalation and VAT		R

PRICING SCHEDULE – FINAL SUMMARY

	Escalation CPI %	Total After Escalation
Year 1		
Contract Value for Year 1 (excl. VAT)	No Escalation in Year 1	R
Year 2		
Contract Value for Year 2 (excl. VAT and incl. escalations)	5 %	R
Year 3		
Contract Value for Year 3 (excl. VAT and incl. escalations)	5 %	R
Year 4		
Contract Value for Year 4 (excl. VAT and incl. escalations)	5 %	R
Year 5		
Contract Value for Year 5 (excluding VAT and including escalations)	5 %	R
Provisional Sum - Contract Period: Permits / Ad hoc Costs (no escalation)		R 120 000.00
Subcontract Value for five (5) years (excluding VAT and including Provisional Sum)		R
Value Added Tax (VAT) – 15%		R
Contract Value for five (5) Years including VAT, Escalation and Provisional Sum (This amount must be carried to the C1.1 Form of Offer)		R

C3: EMPLOYER'S SERVICE INFORMATION

Contents

Part C3: EMPLOYER'S SERVICE INFORMATIONError! Bookmark not defined.
C3: Employer's service Information	135
1 Description of the service	137
1.1 Executive overview	137
1.2 <i>Employer's</i> requirements for the <i>service</i>	137
1.3 Interpretation and terminology	150
2 Management strategy and start up	152
2.1 The <i>Contractor's</i> plan for the <i>service</i>	152
2.2 Management meetings	153
2.3 <i>Contractor's</i> management, supervision and key people	154
2.4 Provision of bonds and guarantees	154
2.5 Documentation control	154
2.6 Invoicing and payment	156
2.7 Contract change management	157
2.8 Records of Defined Cost to be kept by the <i>Contractor</i>	157
2.9 Insurance provided by the <i>Employer</i>	157
2.10 Training workshops and technology transfer	157
2.11 Design and supply of Equipment	157
2.12 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use	157
2.12.1 Equipment	157
2.12.2 Information and other things	157
2.13 Management of work done by Task Order	157
3 Health and safety, the environment and quality assurance	158
3.1 Health and safety risk management	158
3.2 Environmental constraints and management	158
3.3 Quality assurance requirements	159
4 Procurement	159
4.1 People	159
4.1.1 Minimum requirements of people employed	159
4.1.2 BBBEE and preferencing scheme	159
4.2 Subcontracting	159
4.2.1 Preferred subcontractors	159
4.2.2 Subcontract documentation, and assessment of subcontract tenders	159
4.2.3 Limitations on subcontracting	160
4.2.4 Attendance on subcontractors	160

4.3	Plant and Materials	160
4.3.1	Specifications	160
4.3.2	Correction of defects	160
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	160
4.3.4	Tests and inspections before delivery	161
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	161
5	Working on the Affected Property	161
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	162
5.2	People restrictions, hours of work, conduct and records	162
5.3	Health and safety facilities on the Affected Property	163
5.4	Environmental controls, fauna & flora	163
5.5	Cooperating with and obtaining acceptance of Others	163
5.6	Records of <i>Contractor's</i> Equipment	163
5.7	Equipment provided by the <i>Employer</i>	164
5.8	Site services and facilities	164
5.8.1	Provided by the <i>Employer</i>	164
5.8.2	Provided by the <i>Contractor</i>	164
5.9	Control of noise, dust, water and waste	164
5.10	Hook ups to existing works	164
5.11	Tests and inspections	164
5.11.1	Description of tests and inspections	164
5.11.2	Materials facilities and samples for tests and inspections	164
6	List of drawings	165
6.1	Drawings issued by the <i>Employer</i>	165

Description of the service

Executive overview

Airports Company South Africa is focused on creating and operating world-class airports measuring up to international standards. The main focus for the plumbing maintenance service is to provide support to airport operations with adequate levels of availability, reliability and operability at an acceptable cost.

The service provider will be responsible for the servicing, repair & maintenance of plumbing infrastructure, purchase of spares, hiring of equipment, advising ACSA of potential plumbing related risks, condition assessments and project related works when needed. All works will be carried out within the King Shaka International Airport precinct.

The key objectives for this service is to:

- Maintain ACSA plumbing infrastructure in line with relevant and applicable standards, regulations, legislation, and industry best practise.
- Ensure that asset availability targets are met.
- Ensure that asset reliability targets are met.
- Ensure that safety targets are met.
- Ensure that maintenance costs are optimized and executed at the lowest possible cost.

The Contractor will be appointed directly by the Airports Company of South Africa and should be available to carry out the works on all days off the year including, nights and public holidays.

Employer's requirements for the service

The contractor will be tasked with executing various activities on plumbing infrastructure at KSIA.

The employer will periodically provide the contractor with activities which must be completed within specified time frames.

Rates tendered by the contractor on the appended price schedule will be utilised when determining the amount due to the contractor for a particular task.

WORK SCOPE

Note: Plumbing works include all water supply, sewer and stormwater services.

The Contractor will be responsible for effectively dealing with all plumbing maintenance, which will comprise of all ACSA facilities on landside and airside and all other areas that may be pointed out by ACSA to the contractor at KSIA.

The contractor will be expected to be available 7 days a week, including weekends, public holidays including during the December builder's break. The contractor will be expected to keep stock of materials that will be required for various repairs to ensure that provision of the required services is not affected by closure of various suppliers during public holidays and December builder's break, the contractor is to note airport peak-time operations often fall on these holidays/builder's break.

Work shall cover preventative, routine, planned & unplanned maintenance work, and maintenance related projects.

Work shall include:

- Maintenance on all airport plumbing infrastructure, i.e., repairs on water pipes, sewer pipes, valves, manholes, toilets, urinals, handwash basin, kitchen sinks, showers, geysers, bulk water infrastructure and all other infrastructure associated with Plumbing systems.
- Purchase of spares / materials and hire of equipment/services as required by ACSA.
- Hire of 3rd Party services where needed.

All works shall either be conducted as day shift maintenance, planned preventative maintenance or ad hoc maintenance, the description of this shall be provided in sections below. All the work shall be in line or comply with the South African National Standard (SANS), relevant regulations and legislation including local municipal by laws. All work conducted on site must comply with all ACSA policy and procedures and any other relevant procedure, regulation and legislation applicable at the airport.

The service provider will be fully responsible for meeting all requirements in this document regarding the Works. In addition, all Works will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and Maintenance and Engineering working procedures, as well as any applicable governing law and/or regulations.

Service and maintenance shall be carried out as per agreed work schedule & frequency and work instructions (e.g., attending to technical helpdesk logged calls).

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

EXTENT OF THE WORKS

General

The description of the work contained in the scope of Work is merely an outline of the work to be executed in the service and shall not limit the work to be carried out by the Contractor. **All quantities and allowances are provisional and will be subject to remeasure or will be measurable on a proven cost basis.**

Note: The employer reserves the right to scale down the service as and when needed through notification per provisions in contract. In such instance, any fixed costs within the services will be scaled down proportionately to the scaling down of the service. (e.g. Preliminaries maybe scaled down to match the reduction to labour, mileage and transport)

Preliminary and General

This section describes works that are the contractors' general obligations, these are works whose payment will be covered under the preliminary and general items in the Price List. These are rates for Items which have not been specifically listed elsewhere in the price schedule.

Day Shift Maintenance

Upon arrival the contractor shall conduct daily inspections on assets identified in respective schedules and perform routine and preventative maintenance on these assets. The contractor shall also be

expected to attend to adhoc failures and any issues that arose from these assets from the previous day (Failures / breakdowns logged at the help desk helpdesk).

Day shift maintenance means the maintenance of plumbing infrastructure conducted during airport day shift hours. Plumbing infrastructures include urinals, toilets, handwash basin, kitchen sinks, shower units, water pipes, fitting, valves, sewer system and drains, ventilation pipes, hot water cylinders, excavation, reinstatement, bulk water infrastructure and daily inspections as per SABS and SANS standards. Day shift hours shall start from 08h00am to 16h30pm Monday to Friday and from 08h00am to 12h00pm (midday) on weekends and public holidays.

Note: Only 1 x plumber and 1 x assistance will be required on weekends and public holidays.

The contractor shall be expected to be onsite during day shift hours to conduct day shift maintenance activities. The following are the day shift maintenance activities:

- Inspections
- Repairs and/or replacement
- Scheduled preventative maintenance

Ad hoc Maintenance

Ad hoc work will be any works that falls outside day shift maintenance work times. Upon arrival at Employer's premises as per service level times stated in low service damages section, the Contractor shall report to the Employer's representative and attend to any matters which may necessitate action.

Upon completion of ad hoc service/maintenance, the Contractor shall complete a comprehensive written service report in respect of work completed, listing all activities undertaken, additional work performed, and consumables used and submit this report to the Employer's representative for approval and endorsement. The report pro-forma shall be to the Employer's approval.

Daily Inspections

Daily inspections- inspection shall be conducted one or more times per day, frequency will be dependent on operational requirements.

Routine Inspections

The inspection shall be completed by a competent person (plumber) at a frequency determined by ACSA.

Special inspections

There shall be special inspections conducted by airport management and the service manager; the contractor will be expected to form part of this inspections on an ad hoc basis.

All new installation, replacement and repairs must be approved by ACSA prior to works being carried out.

The work will be done for the following systems / fittings categories:

Hot Water System

The hot water system shall include new installation, replacement, repairs and maintenance on the hot water reticulation system, which shall include but not limited to; the pressure regulation valve; electrical

hot water cylinder, all relevant valves and components and all hot water pipe and fittings and shall end at any of the relevant hot water terminal fittings.

Cold Water System

The cold-water system shall include new installation, replacement, repairs and maintenance on the cold water reticulation system, which shall include but not be limited to all relevant valves and components relating to the cold water system and all cold water pipe and fittings and shall end at any of the relevant cold water terminal fittings.

Sanitary-ware and Sanitary fittings

The sanitary-ware and sanitary fittings shall include new installation, replacement, repairs.

Solar Water Heating System

The solar water heating system shall include new installation, replacement, repairs and maintenance on the solar water heating system which shall include, but not be limited to, hot water reticulations system, a solar (electrical) hot water cylinder, all relevant valves and components and all hot water pipe and fittings and shall end at any of the relevant hot water terminal fittings.

Below-Ground Drainage System

The below-ground drainage system shall include new installation, replacement repairs and maintenance on the below-ground drainage systems which shall include but not limited to sewers, manholes, floor drains, septic tank and French drains installations.

Above –Ground Drainage System

The above-ground drainage system shall include new installation, replacement, repairs and maintenance on the above-ground drainage systems which shall include but not limited to all internal and external wastewater and soil drainage.

Rainwater Disposal System

The rainwater disposal system shall include new installation, replacement repairs and maintenance on the above-ground drainage systems which shall include but not limited to storm water drainage, guttering and flashing. (Where deemed necessary by ACSA)

Jetting of Sewer-Line and Camera Inspection

The cleaning or unblocking of sewer line (where plumbing rods are impractical) shall be done using industrial jetting machines and where required the use of camera inspection will be requested from the service provider as per agreed work instruction/request.

Sewer Suction Services

The service provider must be able to source suction trucks for the removal of effluent sewer water due to preventative maintenance, plumbing system or pump systems failure.

Desludging and Removal of Sewer Scum

To desludge and remove sludge and effluent from sewer pit and transport to the King Shaka International Airport South Waste Treatment Works. The cost will be paid based on the number of litres transferred from the pit to the south waste treatment works.

To manually clean and remove scum and debris from inside the pit. All solid waste removed from the pit must be disposed of at a facility permitted to receive such waste. A safe disposal certificate must be issued.

Prior to entry to the confined space/sewer pit; the service provider shall allow for gas testing equipment by a competent technician/person who will pronounce on the safety thereof, and to certify in writing that

the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.

First aider who is trained in resuscitation and provision of safety harness and ropes required to enter the pit and lighting, Tripod Fall Arrest-Access system and spades and all necessary PPE etc.)

The work shall be completed in one (1) night and the work shall commence at 22h00 and be completed before 04h00 am. The service provider to allow for sufficient transportation/trucks of sludge/effluent to ensure that the work is completed as per timelines.

The bidder, once appointed, must submit relevant documentation - This includes waste manifests, safe disposal certificates etc.

The bidder to provide proof of the following documents as part of the returnable for this bid and will need to provide proof these documents are still valid prior to each service being rendered.

- Provide the Permit/Licence of the proposed Landfill site to be utilised for solid waste removed from the pit.
- Entity/Company transporting the waste, must be registered to transport hazardous/dangerous substances in terms of the National Road Traffic Regulations, Hazardous Substances Act.
- The eThekweni Municipality permit for transportation and handling of hazardous waste must be provided. If the Landfill site to be used falls outside of the EThekweni Municipality's jurisdiction, the bidder must in addition submit the permit of the relevant Municipality.
- Proof that the driver and the assistant are trained in handling hazardous substances must be provided. A certified copy of the certificate must be attached.
- An emergency handling procedure to address any potential incidents such as spillages etc. must be provided.

Water Metering Reading (Provisional – As and When Required)

The service provider shall be responsible for the monthly physical reading of all water meters at KSIA when deemed necessary by ACSA.

Upon completion to prepare a schedule / return to ACSA in a format agreed with ACSA (Spreadsheet)

Meters are checked every month for physical condition and functionality purposes and provide feedback in terms of the condition of each meter.

To provide feedback on tenant queries regarding water charges.

To replace defective water meters as and when requested by ACSA.

3 x Municipal meters are read 1 x each week and 1 x each month (Frequency will be weekly and monthly)

Water Tank Cleaning and Inspections.

All steel water tanks shall be emptied, inspected, cleaned, and refilled every 3 years, the purpose of this inspection to ensure that there is no sludge build-up or defects such as corrosion inside the tank. The tanks shall be disinfected, and Chlorine tested after each cleaning operation.

DESIGN SERVICES

The main aim of this contract is to maintain the existing infrastructure in the “as built” condition, therefore it is envisaged that the following shall be applicable in respect of design services.

The Employer is predominantly responsible for the designs as shown on drawings and as built on site, to this effect, design changes on the maintained infrastructure shall be limited to those changes that are compliance driven or are necessitated by unavailability of spares or replacements parts.

The Contractor is responsible for the design of limited permanent works (as envisaged in (a) above and for the designs of the temporary Works, their compatibility with the permanent Works.

All design work shall be to the applicable designs standards as shown on the drawings
The Contractor shall provide the as-built drawings for all designed work.

CONTRACTOR'S DESIGN BRIEF

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

DRAWINGS

Available drawings will be made available to the successful bidder, the contractor is to note that some infrastructure/components might not have "as-built" drawings.

Location of the Works:

The Works is located at King Shaka International Airport at various locations in general, restricted and access-controlled areas.

It is crucial for the service provider to note that King Shaka International Airport is a National Key Point and governed as such.

The following areas will be covered by this contract:

Item No.	Building	Location
1.	Terminal	Airside/Landside-KSIA
2.	Multi Storey Office	Landside-KSIA
3.	Multi Storey Parkade	Landside-KSIA
4.	Permit Office Building	Landside-KSIA
5.	Airside Waste Area/ Offices	Airside-KSIA
6.	Maintenance Handling Building	Airside-KSIA
7.	Maintenance Building/s (1/2/3)	Airside-KSIA
8.	ALL ACSA Stores	Airside/Landside-KSIA
9.	Sewer Waste Area (North and South)	Landside-KSIA
10.	Airside sub-stations (AS1/2/3/4)	Airside
11.	Staff Processing	Airside/Landside-KSIA
12.	Fire & Rescue	Airside-KSIA
13.	Reservoirs (Water and Fire)	Airside/Landside-KSIA
14.	Fire Hydrant Chamber Rooms (North and South)	Airside/Landside-KSIA
15.	Security Screening Points (North and South Gates)	Airside- KSIA
16.	Aircraft waste facility	Airside- KSIA
17.	Dog kennel building	Airside- KSIA
18.	All other areas not mentioned above but located within the KSIA precinct	Airside/Landside-KSIA

Leased Property / Retail Areas

In case of emergencies/breakdowns where it affects ACSA operations, the successful bidder (contractor) will be required to mitigate or shut off or make the area safe, however the actual works (and reimbursement thereof) that needs to be done afterwards shall be attended by the tenant at their cost.

NB: There is no obligation for the tenant to appoint the successful bidder unless they wish to. The successful bidder shall always ensure that no private work is undertaken while on duty for this service.

Planned Maintenance Activities and Frequency

The daily activities and their frequency are as follows:

Frequency	Task	Date	Remarks
Daily	Check all ceilings, walls, floors for water leaks or obvious problems		
Daily	Check all toilets, urinals, basins, sinks, showers, taps for correct operation, usability and damaged seats		
Daily	Check for leaking taps and proper drainage of water		
Daily	Verify if geyser is operational by checking for hot water where such equipment is provided		
Daily	Check all hygienic equipment for correct operation		
Daily	Report any damaged equipment and/or infrastructure which may form part of other services to the contracts manager.		
Daily	Check and complete inspection sheets		

The monthly / quarterly and bi-annual activities and their frequency are as follows:

Item No:	Task	Frequency
1.	Inspection and reading of water meters	Monthly
2.	Cleaning and servicing of all basin waste, urinal waste traps and drainage pipes within ablutions	Quarterly
3.	Cleaning of service ducts	Quarterly
4.	Removal of existing silicon and re-sealing around bathroom basins	Bi-annual
5.	Cleaning of gutters, downpipes, drains and gulley's (Where necessary/ad-hoc)	Bi-annual
6.	Cleaning and maintenance of shower roses and shower floor drains	Bi-annual
7.	Cleaning of grease traps (Where necessary / ad-hoc)	Bi-annual
8.	Inspection of shut off valves	Bi-annual
9.	Cleaning of storm water and floor drains (Where necessary / ad-hoc)	Bi-annual
10.	Jetting of sewer-line(s)	Bi-annual
11.	Desludge and removal of scum	Bi-annual
12.	Inspection of geyser for operation	Bi-annual
13.	Inspection of hydro-boil for operation	Bi-annual
14.	Inspection of under-counter geyser for operation	Bi-annual
15.	Inspection of macerator pumps for operation	Bi-annual

Resource Requirements:

The following full-time resources are required to execute the contract effectively who will be based on site:

- 1x Qualified (trade-tested) Supervisor
- 2x Qualified (trade-tested) Plumbers (1 x Male – 1 x female)
- 2x Plumbers Assistants (1 x Male – 1 x female)

The following resources shall be made available for call-outs:

- 1x Qualified (trade-tested) Plumber
- 1x Plumber assistant

Staff Experience:

Any person working on Plumbing Infrastructure must be a qualified (trade-tested) plumber. It is illegal for an unqualified person to work on a plumbing installation. Plumber assistant must work under the supervision of a qualified plumber.

Qualifications / Requirements of the staff will be as follows:**Qualified Supervisor**

- Trade tested plumber
- Minimum of five (5) years plumbing experience of which three (3) years must be post trade test and two (2) years must be supervisory experience.

Qualified Plumbers

- Trade tested plumber
- Minimum of two (2) years plumbing experience of which a minimum of one (1) year must be post trade test.

Plumber Assistants

- Be able to read and write English
- Matric / equivalent
- Relevant experience

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace. (Note: If for any reason any staff members are replaced. It is the contractors responsibility to familiarise new staff with the requirements of the service. New staff will not be considered a valid reason for any decline in service levels).

Construction Industry Development Board (CIDB) Registration Requirement / Grading:

The plumbing services provider must be registered with the CIDB and must be in possession of Specialist Works Grading of 3SO OR ABOVE.

Plumbing Certificate of Compliance:

The plumbing practitioner must ensure that they self-certify their plumbing work to ensure compliance to all regulatory installation requirements by issuing of the plumbing certificate of compliance to ACSA. The practitioner must ensure that COC's are issued where regulation and legislation determines it is necessary ie: for new installation, geysers and any other works where a COC becomes necessary.

A Plumbing certificate of compliance from PIRB shall be issued to ACSA within five (5) working days of the completion of the said plumbing works. Bidder is to ensure that they have a resource to issue PIRB certificates of compliance within the abovementioned time. Costs of certifying must be included in tendered rates.

Where a physical fee is required by the regulatory authority (e.g. cost of the document from the PIRB) then such fee will be reimbursed through third party procurement.

In addition all works must be conducted in compliance with eThekweni municipality by-laws and regulations as KSIA falls within eThekweni municipality.

Management of Works by ACSA-KSIA

Particular / Generic Specifications

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

In addition, all work shall be carried out in accordance with prevailing industry norms and best engineering practice.

Planning and Programming:

Weekly Planned Work Scheduled:

All maintenance work shall be scheduled and a schedule presented to the relevant ACSA Representative at the end of each week. Work shall be scheduled in a manner as not to interfere with any airport operations.

The service provider may not utilize scheduled maintenance staff for any other work than those as specifically described in this Contract. This implies that staff dedicated to this contract will not be used for any other contracts or projects the service provider might have from time to time.

Quality Control and Workmanship

The service provider must execute all maintenance work according to industry quality norms and standards prevailing from time to time. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards and workmanship.

Call Outs (45-minute response time)

Call outs will be activated in the event of an emergency or where the services of the contractor are urgently needed to make safe or perform a task(s).

Due to the nature of call outs, the response time needed will not be longer than 45 minutes from the time the call is made to the time the contractor arrives to site and notifies ACSA accordingly

Call outs will be attended by one (1) plumber and one (1) general assistant.

The contractor will be reimbursed for labour based on the accepted tendered rates provided for in the pricing schedule.

The contractor must make allowance for transport and mileage required for this call out. (Include cost in call out fee)

The contractor must make allowance for all expenses and incidental costs associated with this call out. (Include cost in call out fee)

The contractor will attend and mitigate the risk within one (1) hour. In the event more time is required, then permission must be granted by the employer.

Permission to procure third party services, equipment and materials to attend to the emergency must be approved by the employer.

Note: Call outs will not apply if an incident occurs during scheduled working hours

Vehicle

The vehicles to be used must not be more than 8 years old throughout the project. Requirements for operational vehicles and equipment; the following are operational requirements that shall be met prior to a vehicle permit being issued:

Requirements for Operational Vehicles and Equipment

The following are operational requirements that shall be met prior to a permit been issued:

- Usage

These procedures apply to all vehicles and equipment operating airside of the site
- Operational Vehicles and Equipment

In instances where in the required documentary evidence of the vehicles age cannot be provided, the Apron Operations Permit shall not be issued.
- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
 - Light commercial passenger vehicles (up to twelve (12) passengers) – maximum age eight (8) years;
- Strobe Light
 - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
 - The amber strobe light shall be visible from all angles.
 - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.
 - In the event that a Safety Compliance/ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within one (1) hour of notification.
- Signage

All vehicles and equipment including dollies and baggage wagons shall be registered and recorded at the Permit Office of each site;

 - The vehicle/equipment shall display signage which includes both prefix and a company logo;
 - The registration number of the vehicle/equipment shall not be used as a prefix;
 - The prefix shall be displayed in arial bold font, black or dark blue in colour and 200 mm in height;
 - Where the prefix is not clearly visible on dark coloured vehicles and equipment, the prefix shall be displayed in white;
 - The company logo need not conform to the above standard, as each company has their specific logo;
 - The company's prefix shall be clearly visible and have a minimum of two (2) alphanumeric and two (2) numerical characteristics e.g. SP 01, BD 02 etc.;
 - The prefix shall be displayed visibly on the front two (2) doors and the roof of the vehicle/equipment;
 - It is recommended that the prefix and logo be situated next to one another on the doors but this shall be separated;
 - Signage shall be affixed permanently on all vehicles/equipment whether used permanently or as a contracting vehicle/equipment. and
 - Where the vehicle/equipment is being escorted, this shall not be required.

Note: ACSA will reimburse the service provider for ACSA issue permits, this includes initial issue at start of contract and subsequent renewals at expiry per prevailing ACSA policy and procedure.

Should a contractor opt to change vehicles prior to the renewal period, then such costs of renewal will be for the contractors account.

Vehicle Travel Kilometers'

The average kilometre/s per month is **2000** (for inspection of all buildings and collection of material).

Note: Trips to and from KSIA at the start of each day and at the end of each day will not be reimbursed in this provision.

WORK MANAGEMENT

Work on this service will be instructed via task order. All work performed will be initiated, performed and regulated by a unique reference number(s) issued by ACSA.

Task Orders

During inspections the contractor shall make use of preventative maintenance (PM) work orders provided by the service manager. Upon completion of work/ task the contractor shall complete and submit PM work orders to the service manager within 24 hours of completion of work/task.

In the event of ad hoc work the contractor shall complete a job card upon completion of work/task the contractor shall submit the job card to the service manager within 24hours of completion.

Note: This contract refers to the maintenance of ACSA common use premises only or where otherwise instructed by the service manager. All tenants operating at KSIA will always procure their own plumbers and conduct their own repairs.

The Site Manager and Supervisors need to be always accessible by cell phone when in operations.

Ad hoc Maintenance

Similar works to the day shift maintenance but that occurs outside day shift working hours. This work will only be as and when required

.

Spares, Materials and 3rd Party Services

This section covers spares, materials and 3rd party services. The contractor will procure all Plumbing spares, materials and services.

The Contractor will respect OEM (Original Equipment Manufacturer) warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Payment

Spares and materials will be charged at cost plus mark-up. Vat shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

LEGAL REQUIREMENTS

The service provider is required to ensure compliance with all legal requirements pertaining to this service. This includes national, regional legislation as well as local Municipal By-Laws. The key legislation and regulations include but is not limited to the following:

- National Building Regulation
 - Relevant South African National Standard(s)
 - Other relevant legislation
 - Other relevant regulation
 - Municipal by-laws
 - Industry standards and best practise
 - Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993
- The act also imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times.

INCIDENTS

All safety incidents must be reported to the Service Manager and subsequently to the Safety Manager in writing.

All environmental incidents must be reported to the Service Manager and subsequently to the Environmental Manager in writing. Records of the above must be kept on site at all times.

INSPECTIONS AND AUDITS

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of the service provider to address noncompliance's found.

The service provider is also required to inspect its own facilities per prevailing regulation and provide proof when required.

The service provider must provide a list of personnel appointed in terms of the Occupational Health and Safety Act.

Interpretation and terminology

The following abbreviations/terms are used in this Service Information:

Abbreviation / Term	Meaning given to the abbreviation/term
PM - Planned Preventative Maintenance	Preventative maintenance (FTM – Fixed Time Maintenance), defined as the type of maintenance where repairs or replacement actions are performed at predetermined, fixed, intervals to prevent failures from becoming reality.
CM - Corrective Maintenance	Maintenance carried out after a failure has occurred and intended to restore an item to a state in which it can perform its required function. Corrective maintenance can be planned or unplanned.
Predictive maintenance or condition-based maintenance	Predictive maintenance or condition-based maintenance (CBM), defined as the type of maintenance trying to predict the condition of the equipment and plan maintenance strategy accordingly. Once the condition is known a decision is taken to take the equipment out of service for repairs or to leave it in service for an extended period of time based on the condition of the equipment.
Proactive maintenance or engineer out maintenance	Proactive maintenance or engineer out maintenance (EOM), defined as maintenance or task performed to prevent failure. It also involves the

	development of new facilities or changing of existing facilities. Updating or putting new procedures in place is also a form of EOM.
Unplanned Maintenance-Breakdown Maintenance;	Breakdown maintenance, defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the physical asset.
Minor/smaller approved Project related Maintenance work	Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.
Functional Failure	A functional failure is the inability of an item (or the system/sub-system in which it is installed) to meet a specified performance standard.
Potential Failure	A potential failure is an identifiable physical condition which indicates that a functional failure is imminent.
Asset Life	Period from asset creation to asset end of life.
Condition	The physical state of the asset.
Maintenance	All actions intended to ensure that an asset performs a required function to a specific performance standard(s) over its expected useful life by keeping it in as near as practicable to its original condition, including regular recurring activities to keep the asset operating.
Risk Register	A record of information that stipulates the risks identified, the levels of risk exposure before and after implementation of risk controls and details of appointed risk owners as a minimum.
CMMS	Computerized maintenance management system
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
Third Party Procurement	The purchase of materials, hire of equipment and the procurement of subcontracted services.
COC	Certificate of Compliance
PIRB	Plumbing Industry Regulatory Board
AIRSIDE	The movement area of an airport, adjacent terrain and building or portions thereof, access to which is controlled, but excluding leased areas.
AIR TRAFFIC	Means all aircraft in flight or operating on the manoeuvring areas of an aerodrome.
LANDSIDE	The area of the airport to which the public has unrestricted access
BASIN	A sanitary fitting for rinsing or washing the hands
BATH	Sanitary fitting/fixture with full length bathtub with edge around the rim
BIDET	A sanitary fitting/ feature for washing nether parts of the body
BRANCH	A secondary pipe connecting to a main distribution or collection system
BRANCH-PIPE DISCHARGE	A branch pipe that carries soil water or wastewater to the stack
CISTERN	Water tank used to flush water into a Water Closet (WC Pan)/ toilet
DISCHARGE PIPE	A pipe that carries foul water from discharge fittings
DISCHARGE STACK	A pipe carrying waste water from multiple ablutions

Management strategy and start up.

The *Contractor's* plan for the service

A plan is to be submitted in the proposal by the service provider which details how the service will be executed describing the processes or procedures that will be followed which aligns to the requirements of this service. The service provider will in his/her plan focus on the following aspects.

- Daily maintenance
- Preventative Maintenance Schedules
 - Bottle trap cleaning including cleaning of lines to the discharge stack
 - Jetting of sewer lines
 - Desludging and cleaning of basement sewer pit
- Third Party Procurement
- Safety
- Warrantees & Guarantees
- Staff turnover – Loss of qualified and experienced staff
- Training aligned to scope of works. Specific attention is drawn to working at height among others.
- Reporting

In addition, the appointed service provider will submit the following plans:

EMERGENCY RESPONSE PLAN

The appointed contractor will have an onsite emergency response plan to deal with various emergencies (including, but not limited to: spills and pollution, flood, fires, bombs etc.) that will be documented and available on site.

CONTINGENCY PLAN

The contractor is to provide ACSA with a contingency plan demonstrating ability to maintain continuity of service that will cover but is not limited to the following aspects:

- Labour unrest – Risks arising from labour disputes.
- Civil unrest – Risks arising from public/civil unrest.
- Natural disasters (example: global pandemics such as COVID19, Acts of nature such as flooding etc)
- ACSA's exposure to third party service provider(s).
 - ACSA is not adversely affected by any challenges experienced by third party service providers in performing.
 - ACSA is not adversely impacted by increased tariffs/prices/rates charged by these third parties.

Note: Escalation on contracted rates is limited to the consumer price inflation percentage applicable on the anniversary of the contract each year. Additional increases will not be permitted.

Quality plans and control

- i All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the successful bidder will be expected to continuously compile quality plans and quality improvement plans for the ACSA Service Manager. Emphasis must be on improving services provisions and ensuring that rostered artisan work is indeed performed in line with contractual requirements.

- ii The quality management system (QMS) will detail amongst others, but not limited to plumbing work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedure and enhancement procedures.
- iii Bidders are required to submit a QMS proposal. The quality management system will detail amongst others, but not limited to cleaning (general and special) work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedures, enhancement procedures, etc.
- iv The QMS proposal should as a minimum, cover the following key areas:
 - a. Illustration of an understanding of requirements of this contract and the airport operation.
 - b. General audit system being applied.
 - c. Ablution facilities audit document.
 - d. Monthly reporting.
 - e. Human resources audit system (auditing head counts & ensuring that staff are allocated to the dedicated areas
 - f. Corrective/Preventative Actions.
 - g. Rectifying/correcting/communicating problems logged on the Helpdesk.
 - h. ACSA is audited monthly based on Airport Council International (ACI) industry norms and standards using a passenger feedback Airport Service Quality (ASQ) survey. Cleanliness of the airport forms a major part of the ASQ rating, and the successful bidder needs to partner with ACSA to ensure that this rating is achieved every month. This rating is benchmarked for both ablutions and terminal floors. The ASQ ratings results will be made available to the successful bidder monthly.

Management meetings

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

The meetings will be conducted formally. The Contractor needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be recorded and distributed to the Contractor electronically for record keeping and actioning of the agreed activities.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, risk register, feedback on early warnings and compensation events	Monthly on _TBC_ at ___TBC	KSIA	<i>Employer, Contractor and ___TBC</i>
Ad Hoc Meetings for a specific purpose	As and when required	KSIA	TBC

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

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

Contractor's management, supervision and key people

- The service provider will ensure that a suitably experienced and qualified site manager/supervisor is appointed to manage the service. The service manager / supervisor shall be a trade tested plumber with supervisory/management experience.
- The service provider will ensure that plumbers are competent, qualified, and experienced. Plumbers are to be trade tested and possess relevant plumbing experience.
- The service provider will ensure that regulatory and legislative compliance is performed by competent individuals as specified in relevant regulations and legislation.

In the event of a person being replaced the Contractor must inform the Service Manager prior to the replacement and also submit an amended Resource Proposal accordingly. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

Contract management organogram required as submitted in the resource plan in the tender document.

The contractor will provide the following key personnel.

Personnel	Description
Site manager / Supervisor	Trade tested and suitable supervisory/management experience
Plumber	Trade tested and suitable experience
General Assistant	Matriculated – Grade 12 (School) and suitable experience
Ad-Hoc personnel	Skilled personnel required to perform ad-hoc task(s) will be suitably qualified and experienced per industry standard.
OHS	Skilled personnel required to perform OHS related task(s) will be suitably qualified and experienced per industry standard.

Provision of bonds and guarantees

Guarantees / warranties will be issued by the contractor for every task completed effective from the date the task is completed and accepted by the employer. The guarantees / warranties will remain valid for a period of 6 months thereof. Where a product manufacturer provides a written guarantee / warranty exceeding six (6) months then the contractor shall extend their guarantee / warranty on workmanship to coincide with the guarantee / warranty provided by the manufacturer. The guarantee / warranty shall be waived where it can be demonstrated that repeat failure are not due to the fault of the contractor – Example, abuse, vandalism, wear.

It should be noted that a signed and completed Job card by both the contractor and employer confirming the work has been completed will be regarded as the guarantee/warranty.

Documentation control

The following documentation must be provided by the appointed Service Provider:

- **Monthly Reports**

Reports are submitted within the first ten days of the new month.

The monthly report must include:

- Summary of all maintenance activities carried out
- Pack includes signed copies of task orders completed for the month.
- Copy of claim for the month.
- Operations (General, challenges, achievements, improvement areas, lessons learned)
- Copy of completed preventative maintenance schedules.
- Review suitability of safety files, risks and treatment.
- Inventory of materials on hand.
- Registers from tool box talks held.

The report must be submitted in a user friendly and in a compatible format agreed by ACSA upon award.

- The contractor must ensure that insurance for compensation for occupational injuries and disease – COID (Workman's Compensation) remains valid, up to date and in place at all times for employees working on ACSA premises. Proof will be requested at regular intervals.
- The contractor must ensure that insurance requirements as outlined in the attached ACSA insurance specification is valid, up to date and in place at all times for the duration of the contract. Proof will be requested at regular intervals.
- The contractor shall ensure that all employees working on ACSA premises have completed medicals certifying them fit to work. Note, ACSA permits are issued subject to there being a medical in place certifying the employee fit to work.

General Information

For the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to the Employer at the end of the Service Period. These will include, but is not limited to, the following:

- Reports
- Memorandums
- Drawings
- Operating manuals
- Service history books
- Pictures
- Video Clips
- Audio Clips
- Spread sheets / Data bases
- Meeting minutes
- Communiqués
- Files
- Warranties

Computerized Maintenance Management System (CMMS)

The contract deliverables will interact extensively with ACSA's CMMS system. The work orders/task orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

Procedure General

- The contractor will be issued with a list of maintenance requirement(s) which need to be assessed and subsequently actioned.
- The contractor will review the list and perform the necessary condition assessments and inspections and execute necessary repairs.
- The task orders issued to the contractor will be titled 'work order'
- "Work Orders" are separated into two (2) categories which are,
 - Planned work orders
 - Unplanned work orders
- Each work order issued to the contractor will have a unique reference number for the work that is to be done.
- The contractor will complete and submit the completed work order to the employer once the work on site is completed.
- The work order will be completed on the prescribed form and will have attached support documentation which includes, third party invoices, labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The contractor will ensure that a copy of all submissions is retained by the contractor for the duration of the contract.

Invoicing and payment

Invoices will be itemized per the price schedule.

When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

The *Contractor* shall address the tax invoice to ACSA and include on each invoice the following information:

- Name and address of the Contractor and the Employer;
- The contract number, Blanket Purchase Order Number and contract title;
- Contractor's VAT registration number;
- The Employer's VAT registration number;
- Description of service provided for each item invoiced based on the Price List;
- Total amount due invoiced excluding VAT, the VAT and the invoiced amount including VAT
- Duly completed signed payment certificate

All payments shall be made by electronic transfer into the *Contractor's* bank account.

The *Employer* may set off any amounts due and payable from the *Contractor* pursuant to the terms of this Agreement against any amounts payable by the *Employer* to the *Contractor* on any invoice. If the amounts payable by the *Contractor* to the *Employer* exceed the amounts payable by the *Employer* to the *Contractor* pursuant to an outstanding invoice under this Agreement, then, at the *Employer's* option, the Service Provider shall either issue a credit note for the net amount which the *Employer* may set off against any other invoices rendered by the *Contractor*, or promptly pay the amount to the *Employer*.

ESCALATION

Escalation will be limited to a maximum of Consumer Price Inflation (CPI) on the anniversary date of the contract.

Contract change management

- Early Warnings to notify the contractor or employer of arising risks.
- Risk Registers for the recording of risks to the service
- Further requirements to be announced during course of contract execution in line with contract provisions of the NEC Term Service Contract.

Records of Defined Cost to be kept by the *Contractor*

All costs which relate to compensation events must be retained by the service provider for the duration of the contract and must be available for review when required.

Insurance provided by the *Employer*

Refer to attached Insurance specification from the employer.

Training workshops and technology transfer

To be discussed and agreed as and when required.

Design and supply of Equipment

To be discussed and agreed as and when required.

Things provided at the end of the *service period* for the *Employer's* use

Equipment

None

Information and other things

All intellectual property issued to the service provider must be returned to the employer on completion of the contract. All intellectual property, manuals, instructions, drawings and specifications arising from the service must be handed over to the employer at the end of the service period.

Management of work done by Task Order

Computerized Maintenance Management System (CMMS)

The contract deliverables will interact extensively with ACSA's CMMS system. The work orders/task orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

Procedure General

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- "Work Orders" are separated into two (2) categories which are,
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- Each work order issued to the contractor will have a unique reference number for the work that is to be done.
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- The work order will be completed on the prescribed form and will have attached support documentation which includes, third party invoices, labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The contractor will ensure that a copy of all submissions is retained by the contractor for the duration of the contract.

Health and safety, the environment and quality assurance

Health and safety risk management

An Occupational Health and Safety Plan in line with the Occupational Health and Safety Act as well as in line with ACSA guidelines must be submitted. Work will only commence once the plan has been approved by the Safety Manager and a permit to work is issued.

The Service Provider will supply all on-site personnel with the necessary PPE and a uniform, with the company logo, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file will be approved by the Safety department.

The appointed service provider must make allowance for appropriate PPE for all staff in line with regulations set out by the relevant authorities.

The contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose, he shall, inter alia, provide and maintain sufficient signs, barricades, and guarding as may be necessary or required by the employer or by any act, regulation, or statutory authorities. All operations required in connection with the contract shall, as far as the provisions of the contract permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the contractor's rates.

Good safety and housekeeping practices will be entrenched in daily maintenance practices. The contractor will comply with all safety regulations prescribed by the employer (ACSA). It is the contractor's responsibility to know and understand the regulations. The service manager or ACSA's representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

The *Contractor* shall comply with the health and safety requirements annexed to this Service Information.

Workmans compensation letter of good standing must be aligned to general building or written proof must be provided that employees will be covered given the activities executed in the service.

Provide the necessary hoarding, signage, trolleys etc to safely execute works.

Environmental constraints and management

Environment

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

At no time shall the Contractor:

- Allow any pollution or toxic substance to be released into the air or storm water systems.
- Interfere with, or put at risk, the functionality of any system or service.
- Cause a fire or safety hazard.
- Other requirements are included in the SHE Specification documentation attached.

Quality assurance requirements

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time.

Procurement

People

Minimum requirements of people employed

- ACSA issued permits which are issued in line with policies and procedures of ACSA.
- Relevant experience
- Relevant qualification.

BBBEE and preferencing scheme

The service provider must comply at all times with the transformation requirements set out in the tender. Such conditions must be maintained throughout the contract period.

Subcontracting

Preferred subcontractors

ACSA reserves the right to reject subcontractors based on past performance, price competitiveness, lead time management.

Subcontract documentation, and assessment of subcontract tenders

All third-party procurement which is done/ executed on a proven cost basis will be subject to approval following a 3-quote assessment. i.e., the service provider will submit 3 quotes from suppliers for every purchase valued at R1000 or more and the most competitive quote will be permitted. Where the same items are procured frequently then ACSA may waive the need for the 3 quotes as the prices would have been assessed previously.

ACSA reserves the right to verify prices submitted are market related before approving quotes. All quotes must be provided by recognized suppliers/providers for the specific item.

All payments for 3rd party procurement will be made at the net cost paid excluding VAT (discounts deducted).

The contractor will then add the agreed mark up to the net cost.

Limitations on subcontracting

All specialised works must be subcontracted out to entities/companies with the required expertise and experience. For specialised works, sub-contractors must hold the required CIDB grading if the scope relates to a CIDB category of work.

Attendance on subcontractors

Attendance on purchase of materials, equipment and services, including specialised services is provisioned in the table of percentages for 3rd party procurement. All goods and additional services will be purchased through third party procurement.

Attendance on professional services is quantified in the bills of quantities where the contractor will be reimbursed in either value related or time related fees.

Plant and Materials

Specifications

The contractor shall provide all necessary tools of trade for the execution of the works. No additional costs will be permitted for the purchase of or hire of tools.

Service provider is expected to be well-equipped and have all general tools and equipment readily available and in sufficient quantity to provide quality work considered satisfactory by ACSA KSIA. Attention is drawn to the scope of works listed in the bid document. The contractor is to ensure that an adequate set of tools is supplied for the purposes of this contract. The contractor is to further ensure that all staff deployed to KSIA are adequately resourced with tools to maintain continuity of work.

The following exceptions are to be noted by all bidders:

- The following equipment if needed will be sourced through 3rd Party procurement:
 - Generators
 - Jack Hammers
 - Cherry Pickers
 - Scissor lifts
 - Scaffolding
 - Excavators
 - Trucks/Tankers
 - Other specialised equipment deemed necessary by the client.

Correction of defects

All tools & equipment must be regularly inspected and approved by the Service Manager. Any tools deemed to be not “fit for use” must immediately removed from operation and either repaired where possible or replaced.

Contractor's procurement of Plant and Materials

The service provider will be responsible to ensure deliveries are made to the airport premises place of storage or work.

All warranties and guarantees shall be made out in the name of the employer.

Tests and inspections before delivery

Per prevailing legislation and industry standards.

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

ACSA will provide the contractor with specified materials which are held in attic stock/stores.

All other plant and materials are to be provided by the contractor unless otherwise determined on a case by case basis.

Working on the Affected Property

Personal Protective Equipment (PPE) & Uniforms

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

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

Emergency Procedures

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

General Safety Requirements

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

No unsafe/dangerous equipment or tools may be brought onto or used on Airports Company South Africa premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use.

ACSA reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets.

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting (Where applicable)

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

Employer's site entry and security control, permits, and site regulations

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for work not to be delayed as a result thereof. This will include the permit application process.

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

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit (AIT)	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Tool's permit	All persons taking cell tools to airside	ACSA Security

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.

Note: All vehicles intended to be used on the airside must not be older than 8 years for the duration of the contract per prevailing ACSA policy and procedures.

People restrictions, hours of work, conduct and records

OPERATING HOURS

Airport operating hours are on average from 04h00 to 24h00, seven (7) days a week.

Staffing will be provided between 08:00am and 16:30pm Monday to Friday and from 08:00 to 12:00 on Saturday, Sundays and public holidays.

Call outs if necessary will be applicable when outside the hours stipulated above.

Where work will adversely impact airport operation, such work shall be executed after operating hours (On average between 24h00 and 04h00 daily). Exact times will vary based on the time for the last arriving flight for the day.

Note: Airport operating hours are subject to change based on prevailing lock down regulations and restrictions.

The service provider shall formulate and maintain a resource file which shall include but is not limited to the following:

List of all resources deployed to KSIA for the duration of the contract (Personnel file)

Full names

Copies of ID docs

Record of medicals

Copy of (ACSA training certificates eg: AIT, AVOP, temporary permits etc)

Attendance Registers

Record of attendance registers are to be maintained for the duration of the contract

Records to clearly reflect dates that staff are replaced, together with relevant correspondence detailing reasons for replacement

Attendance registers to be signed daily

The service provider is to note that these records must be available at all times.

Health and safety facilities on the Affected Property

Refer to the occupational health & safety specification annexed to the tender document

Environmental controls, fauna & flora

Refer Section 3 above

Cooperating with and obtaining acceptance of Others

Where work impacts other stakeholders, such impact will be assessed, communicated with the affected stakeholders and approval to proceed with the works must be granted by the employer.

Records of *Contractor's* Equipment

The contractor is to provide a schedule of their own equipment that's provided to KSIA for the duration of the service.

The specification makes allowance for specialised equipment needed on an as and when basis for specialised items of work. (Note: ACSA will pay for rental for these specialised items of equipment as and when the need arises. Therefore the contractor does not need to make allowance for it in their schedule of their own equipment)

Equipment provided by the *Employer*

Not applicable

Site services and facilities

Provided by the *Employer*

- Storage and office area.
 - Common use ablutions / showers / change rooms
 - Water – Free for use due to operational needs
 - Electricity – Free for use due to operational needs
 - Certain material items of attic stock.
- The contractor shall provide everything else necessary to provide the service.

Provided by the *Contractor*

- Supervision and management
- Equipment, tools and machinery to discharge the service
All tools used shall be safe and in good working condition. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.
- Labour as required
- Materials as requested
- Maintenance vehicle(s)
- Disposal of construction waste
- Specialized sub-contracting supplied by the contractor.
- The contractor shall provide everything else necessary to provide the service.

Control of noise, dust, water and waste

To limit impact to passengers and stakeholders. Work creating noise, dust and wastewater will be done at a time that will cause minimal interference to passengers and stakeholders.
Refer to the environmental specification.

Hook ups to existing works

Where applicable as tasks arise.

Tests and inspections

Description of tests and inspections

Describe the tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others [40.1].

Inspections are to be carried out and findings to be actioned as part of planned maintenance.

Materials facilities and samples for tests and inspections

Where applicable as tasks arise

List of drawings

Drawings issued by the *Employer*

Drawing number	Revision	Title
		Drawings will be issued as and when required

C4.1 ANNEXURES

Title	
Service Level Agreement	

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be regarded as being **from 04:00 (Commencement of airport operations) to 00:00 (end of airport operations)** for every day of the year. However, this time will vary on a day-to-day basis based on the flight schedule for the day.

The service will be required as follows:

Monday to Friday – 08:00am – 16:30pm (8 Hour Shift)

Saturday, Sunday & Public Holidays – 08:00am – 12:00pm (Midday) (4 Hour Shift)

Where work is required in areas that will impact passengers, airport operations or both then the contractor will only be permitted to work after operational hours on the day and must stop works and vacate site before operations commence the next day.

Airport operational hours may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Contractors fee and rates.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the airport, the Contractor shall ensure a sufficient quantity and effective allocation of staff to meet or exceed the Service Level Agreement.
2. The Site Manager and Supervisors need to be always accessible by cell phone when in operations.

Onsite SLA is applicable when the contractor is already on site during working hours (From 08h00 to 16h30 Weekdays and from 08h00 to 12h00 Weekends and public holidays).

Offsite SLA is applicable when the contractor is not on site.

Onsite plumbing maintenance calls. (Service level agreement SLA)

- a. **100%** of all calls must be responded to **within 45 minutes** and inform the service managers or help desk.
- b. **100%** of all calls must be resolved **within 2hours** and closed and resolved with the ACSA help desk

- c. All calls which could not be resolved with the agreed times must be communicated to the service manager and extended to the agreed period by both parties and communicated to ACSA help desk.
- d. All plumbing maintenance in the public space must be performed with minimum disruption to always ensure compliance.
- e. Project supervisor/team leader/manager in charge of the site must be always contactable and reachable, 365 days a year to respond to all plumbing related quires.
- f. **100%** of all issued (preventive maintenance- PM) must be completed within the agreed time frame.
- g. The contractor to ensure all tools and equipment used in public areas are always clean and hygienic.
- h. The contractor must ensure good housekeeping of all their storeroom and offices and compliant to OHS standards.
- i. Contractor must ensure uniform compliance to all their employees always when there are onsite.
- j. Contractor to keep minimum of high rotation spares based on daily plumbing repairs. (e.g., Toilets seat cover, sensors for flush master on urinal etc.)

Offsite plumbing maintenance calls (service level agreement SLA)

- a. 100% of all calls must be responded to within 45 minutes.
- b. 100% of all calls must be resolved within 2 hours or as agreed depending on the severity of the call.
- c. 100% for all calls must be resolved without comprising safety.
- d. 100% of all calls must be resolved with minimum disruptions to operations.

Please note:

Contractor must provide tools for all plumbing maintenance to execute works. In addition:

- a) Effectively and timeously report all breakdowns on infrastructure and in ablution areas to ACSA and to take ownership for the general state of the facilities which includes maintenance and housekeeping.

Plumbing machinery and equipment

Machinery

- 1.1.1 All the machinery being provided on the contract must still be within its serviceable life, be full functional and in good condition.

- 1.1.2 The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.
- 1.1.3 The successful bidder must ensure that all staff operators of machinery have received the proper training for the usage of the machinery prior to the commencement of any works.
- 1.1.4 All special equipment to be available within 24 hours when they are required on site.
- 1.1.5 All vehicles used on site must comply with ACSA's vehicle permit requirements.

Performance Management

Key Performance Area	When	Target	Low Performance Damage
1. Repairs completed on time as agreed between client and contractor	Always	Complete each work request / work order / task order within the time agreed between the contractor and client in line with relevant ACSA procedures which will vary between 1 day and 7 days depending on the nature of works.	R500 per incident per week (7-day period). Calculated per week following the first 7 day period
2. Preventative Maintenance Schedules	As needed	Complete each preventative maintenance schedule within the time allocated.	R500 in low performance damages for failure to complete the schedules within the allocated time.
3. Off Site Response time	As needed	Within 45 minutes from notification	R250 in low performance damages for failure to respond in the specified time. More than 3 failures or repeat failures will result in further consequence management in line with the provisions of the contract.
4. Closure of Work orders / Work Requests	Monthly	100% must be achieved	R 500 per deviation
5. Unavailability of equipment	As and when required	100% achieved	R1500 per deviation
6. Staff compliment to be suitably qualified and experienced	As needed	The contractor must ensure that there is always qualified and experienced staff to	R1000 in low performance damages and instruction for the individual to vacate site until such time the contractor

		attend to the works as set out in the specifications	can provide a suitably qualified and experienced staff member.
7. Housekeeping	Always	Contractor allocated areas must always be neat, tidy, and hygienically clean	R250 in low performance damages for every deviation found.
8. Safety & Environmental Compliance	Always	Always adhere to Safety and Environmental policy, procedure, regulation and legislation	Per ACSA safety & environmental requirements
9. Failure management / Work Quality	Always	Ensure there are no repeat failures which are due to poor workmanship and poor materials.	To repair per industry standard at own cost. Continuous repeat failures will result in a review of contractor's ability to perform works which may lead to contract termination.
10. Reporting	Monthly	Quality parameters as per specification in scope. Frequency of submission = Monthly by agreed date.	R250 per deviation

Notification of low service damages:

- The Employer will notify the contractor in writing of its intention to claim a penalty within 10 days of an event or the Employer may lose its right to claim the penalty. Should the Employer not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that the Employer shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim.

Parties agree to the above low service damages table. The low service damages do not influence the calculation of the contract sum/value.

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

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

at: _____ (airport name).

In addition to the low services Damages table, contractors will be evaluated on the following on a continuous basis:

Safety & Housekeeping	Information / Safety / warning sign(s) in place/Apology sign/ Out of Order signs(Toilet cubicles, Urinals, Basins)
	Isolation / cordon / barricading off area
	Suitable tool box/tool bag to carry tools and equipment through the facility (Ensure tools, equipment and materials is always concealed when carried through the facility in areas exposed to passengers)
Security	Permit card always clearly visible
	Clear sign of the name of contractor
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Routine inspection and assessment of operations
Finance	Competence of staff
	Invoices submitted to finance department on time and with correct order numbers.
	Cost control and efficiency improvements
Uniforms	To be properly dressed in overalls with company name for identification
Quality of workmanship	Work to be done according to correct practices and standards.
	Workmanship to be of a good quality
Submission of safety documents on a regular basis	Adhering to OHS Act & ACSA safety requirements, processes and procedures.