

TENDER DOCUMENT

FOR

**The Refurbishment of Fuel Depot Facilities
at the Chief Dawid Stuurman International Airport (CDSIA)**

Tender Reference Number: PLZ6756/2021/RFP

JANUARY 2022

Issued by

Airports Company South Africa
Chief Dawid Stuurman International Airport

Note:

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

TENDERER'S DETAILS

1.	Name of Tenderer (Bidding Entity)	
		(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd, JV, SOLE PROPRIETOR etc.)
2.	Tel Number	
3.	Fax Number	
4.	Email	
5.	NAME of CONTACT	
6.	National Treasury CSD Registration Number	

PLZ6756/2021/RFP: The Refurbishment of Fuel Depot Facilities

at the Chief Dawid Stuurman International Airport (CDSIA)

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T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOUTH AFRICA invites tenders for the **Refurbishment of Fuel Depot Facilities at the Chief Dawid Stuurman International Airport (CDSIA)**

Only tenderers who are a CIDB contractor grading of 7ME or higher as stated on the Tender Data may submit tender offers.

Tender Document Availability

Tender documents are available from the **19th of January 2022** (<http://www.etenders.gov.za>) and the ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>. Kindly print and complete.

Queries relating to the issue of these documents may be addressed to Mr. Sekwati Nkwana Tel no. **011 723 7922** E-mail address: **Sekwati.Nkwana@airports.co.za**

Closing date for enquiries is the **10th of February 2022 at 16:00 pm.**

Non-Compulsory Tender Briefing Session

A non-compulsory clarification meeting with representatives of the Employer will take place via **MICROSOFT TEAMS** on the **01st of February 2022** starting a **10:00am**. Please follow this link for the meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Yjl5MzZjNzAtYjQxNy00NGYzLWJINGEtOGYwZDQxOWQwYWYw%40thread.v2/0?context=%7b%22Tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%225f68c6fc-5041-4fa7-ab7c-588bd0d4c23c%22%7d

Closing Date

The closing date and time for receipt of tenders is **the 17th of February 2022 at 12h00 pm** (South African Standard Time).

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.

Please note that: Submission of bid documents via email is allowed using the email address below:

Sekwati.Nkwana@airports.co.za

PLEASE SUBMIT IN PDF FORMAT AND BIDDERS MUST NOT SEND THEIR SUBMISSION AS ONE BIG ATTACHMENT. PLEASE BREAK YOUR SUBMISSION IN AT LEAST 4 OR MORE ATTACHMENTS OF 4MB EACH.

Please send an additional email to the email address above, stating that you have made a submission once you have sent all your attachments.

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: Returnable Document</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2: Pricing Schedule</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Price List</p> <p>Part C3 : Scope of work</p> <p>Part C4 : Site information</p> <p>Part C5 : Annexures</p>
C.1.4	<p>The Employer's Agent is: Sekwati Nkwana (SCM Representative)</p> <p>Telephone number: 011 723 7922</p> <p>Email address: Sekwati.Nkwana@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>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> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</p>

Clause Number	Tender Data
	<p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p> <p>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</p> <p>C.1.5.3 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 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 comply 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>Clarification meeting</p> <p>The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</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	Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)
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 as 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 copy of the tender offer as separate packages marking the packages as "ORIGINAL" 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>Closing time</p> <p>Identification details: Bid Ref. No: PLZ6756/2021/RFP</p> <p style="text-align: center;">Title: The Refurbishment of Fuel Depot Facilities at the Chief Dawid Stuurman International Airport (CDSIA)</p> <p>Closing Date: 17th of February 2022</p> <p>Time: 12:00pm</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>

	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	<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	There will NOT be public opening of tenders after the closing date. A price register will be sent to all bidders a day after tender closing.
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.

	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	<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 Stage 1 Test for Responsiveness (as per clause C.3.8)

Stage 2 Pre-Qualification Criteria

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

Accordingly, only the bidders with a minimum B-BBEE status Level 1,2,3 and 4 are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.

A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated.

Stage 3 Mandatory Administration Criteria

- a) Only bidders with the following CIDB Contractor Grading of 7ME or higher can bid. Returnable document B4
- b) Fully signed and completed Form of Offer C1.1
- c) Letter of Good standing with workman's compensation commissioner COIDA. Returnable document B7
- d) Completed in full and signed Declaration of Interest (SBD 4). Returnable document A17
- e) Completed in full and signed Declaration of Bidder's past supply chain management practices (SBD 8). Returnable document A20
- f) Proof of registration with the Department of Labour as an electrical Contractor must be attached either for the bidding entity or the nominated electrical subcontractor

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

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

Functional Evaluation

ACSA will score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.

No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score **(60 points)** for functionality as indicated in the Tender data and summarised in the table below.

Stage 4 Functionality Evaluation Criteria

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

- 1) 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

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

- Achieve the minimum points will not be considered further in the evaluation process.
- It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.
- The table above and sub criteria with their own minimums also apply.
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.
- Only tenderers scoring at least the minimum of 60 out of 100 for each criterion and sub criterion of functionality will be considered for further evaluation on Price and B-BBEE
- The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.
- All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.

	Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
			Quality Score		
1	Tenderer's resource proposal	30	Qualifications	20	12
			Years of experience in similar works	20	12
2	Project Planning	50	Technical Approach	20	12
			Health and safety plan	10	6
			Project plan/schedule/Programme	10	6
			Project specific Organogram	10	6
3	References and experience	20	Number of relevant completed petroleum construction projects.	10	6
Total				100	60

Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables to be able to earn points.

PROPOSED PRODUCT FUNCTIONALITY

The obligation to demonstrate compliance with all the above and below requirements will remain with the Tenderer and ACSA's decision in this regard will be final.

FUNTIONALITY BREAKDOWN

1. TENDERER'S RESOURCE PROPOSAL BREAKDOWN (40 Points)

Qualifications (20 points) – Proof (certificates, relevant registrations, diplomas or degrees) of qualification should be attached to the resources' CV's.

		Maximum = 20	Minimum = 10	Poor = 0
No	Key Personnel Description	Qualifications		
1	Lead Mechanical Engineer	BEng/BSC Mechanical, PRENG Mechanical	BTECH Mechanical, PRTECH Mechanical	If any of these resources is below minimum the score is automatically zero for the whole matrix on
2	Civil Engineer	BEng/BSC Civil, PRENG Civil	BTECH Civil, PRTECH Civil	

		Maximum = 20	Minimum = 10	Poor = 0
No	Key Personnel Description	Qualifications		
3	Metallurgical Engineer	BEng/BSC Metallurgy, PRENG Metallurgy	BTech Metallurgy, PRTECH Metallurgy	qualifications (e.g. Less qualifications/lack of professional registration in the relevant discipline as stated)
4	Electronic/Mechatronics Engineer	Degree in Electronic/Mechatronics	Trade test in fitting/boilermaking, Diploma in Mechanical or Civil.	
5	Health and Safety Practitioner	Construction related or safety related or environmental related post graduate degree with SACPCMP registration in the category of Health and Safety.	Construction related or safety related or environmental related diploma/degree with SACPCMP registration in the category of Health and Safety	
6	Master Installation Electrician	SAQA Accredited Electrical trade test and registration as a Master Installation Electrician with DOL and a Technical Diploma.	SAQA Accredited Electrical trade test and registration as a Master Installation Electrician with DOL.	
7	Rigger	SAQA accredited Rigging Trade test and a Technical Diploma	SAQA accredited Rigging Trade test	
Comments:				
NB A mix of BTECH and BENG/BSC degrees for engineers and project manager will secure min points if requirements for Site Manager and Health and safety practitioner are also satisfied. DOL – means Department of Labour				

Years of Experience of key personnel as per the evaluation criteria (20 Points)- (Proof of relevant experience should be included in the resources' CV's).

		Maximum = 20	Minimum = 10	Poor = 0
No	Key Personnel Description	Qualifications		
1	Lead Mechanical Engineer	More than 7 years' experience as an engineer and at least 4 of the 7 years must be in petroleum designs and registered for at least 3 or more years as PRENG/PRTECH.	6 years' experience as an engineer and at least 3 of the 6 years must be in petroleum designs and registered for at least 3 or more years as PRTECH/PRENG	If any of these resources experience is below minimum the score is automatically zero for the whole matrix on experience (e.g. Less than the

		More than 7 years' experience as an engineer and at least 4 of the 7 years' experience must be in petroleum or general design/construction and registered for at least 3 or more years as PRENG/PRTECH	6 years' experience as an engineer and at least 3 of the 6 years' experience must be in petroleum or general design/construction and registered for at least 3 or more years as PRTECH/PRENG	minimum required experience)
2	Civil Engineer			
3	Metallurgical Engineer	More than 7 years' experience as an engineer and at least 4 of the 7 years' experience must be in corrosion protection and registered for at least 3 or more years as PRENG/PRTECH	6 years' experience as an engineer and at least 3 of the 6 years' experience must be in corrosion protection and registered for at least 3 or more years as PRTECH/PRENG	
4	Electronic/Mechatronics Engineer	More than 7 years Controls and instrumentation for Hazardous areas in terms of the Hazardous area classification SANS Code	6 years' experience in Controls and instrumentation for Hazardous areas in terms of the Hazardous area classification SANS Code.	
5	Health and Safety Practitioner	More than 5 years' experience in construction environments and at least registered for a year or more with the SACPCMP	3 years' experience in construction environments and at least registered for more than 6 months but less than a year with the SACPCMP	
6	Master Installation Electrician	More than 7 years' experience as an electrician and at least 2 of the years must be in hazardous areas in terms of the Hazardous area Classification SANS code.	6 years' experience as an electrician and at least 2 of the years must be in hazardous areas in terms of the Hazardous area Classification SANS code.	
7	Rigger	More than 3 years' experience as a rigger	At least 3 years' experience as a rigger	
Comments: N/A				

2. PROJECT PLANNING BREAKDOWN (50)

Technical Approach – (20 Points)

Poor = 4	Methodology is generic and not tailored to the project. Risks are not adequately addressed including management (mitigation or removal) thereof. The method does not show adequately how work will be performed in a live environment.
Minimum = 12	The methodology is specific on key applicable legislation, shows key regulatory approvals and consultations, shows an engineering and project methodology tailored to the project, shows applicable mandatory standards and best practice standards or codes, shows the Jet A1 Fuel tank construction and installation method and tie-in to the existing system, highlights key project risks and management (mitigation or removal) thereof, shows how works will be executed within live Airport environment without impact to operations.
Maximum = 20	The methodology is specific on key applicable legislation, shows key regulatory approvals and consultations, shows an engineering and project methodology tailored to the project, shows applicable mandatory standards and best practice standards or codes, shows the Jet A1 Fuel tank construction and installation method and tie-in to the existing system, highlights key project risks and management thereof, shows how works will be executed within live Airport environment without impact to operations. Method also shows a QCP (Quality Control Plan) for the project.

Health and safety plan – (10 Points)

Item	Requirement description	Maximum = 10	Minimum = 6	Poor = 0
1	Shows the relevant standards to be adhered to.	All items adequately addressed	Requirement items 1-7 and 9 adequately addressed.	Any of requirement items 1-7 and 9 not adequately addressed.
2	Shows how incident reporting and recording procedure			

3	Shows how safety incidents will be communicated			
4	Shows how incidents will be investigated and remedial actions implemented			
5	Shows a rigging plan			
6	Shows who the key health and safety personnel will be and their roles.			
7	Shows framework for how risks will be identified and assessed.			
8	Shows how continuous improvement will be achieved.			
9	Shows the approach to comply with the safety aspects of the MHI regulations.			

Project plan/ Schedule/ Programme – (10 Points)

Poor =0	The work plan/schedule/programme is poor when : the project plan is not within set timelines more than 15 months and does not clearly outline tasks,timelines, resource allocation etc for all engineering disciplines.
Minimum = 6	The work plan/schedule/programme is average when : the project plan is within set timelines more than 12 to 15 months and clearly outline tasks, timelines, resource allocation etc for all engineering disciplines. Also shows how the engineering disciplines will be managed for delivery of the project

Maximum = 10	The work plan/schedule/programme is Good when : the project plan has improved timelines(12 months or less) and clearly outline tasks, timelines, resource allocation etc for all engineering disciplines. Also shows how the engineering disciplines will be managed for delivery of the project
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Project specific Organogram – (10 Points)

Poor =0	The team is not balanced with key personnel to deliver the project successfully, responsibility is not allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram does not show clear responsibilities and resources dedicated to the project and the support resources.
Minimum = 6	The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project.
Maximum = 10	The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project and the support resources.

3. RELEVANT REFERENCE AND EXPERIENCE OF THE TENDERING ENTITY/ENTITIES BREAKDOWN (10)

Number of relevant completed petroleum construction projects (10 Points) -The Tenderer should provide proof of company references of similar works (similar works Similar referring to fuel depot construction in the petrochemical industry, or work in a petroleum refinery NB not gas project) previously done, contract value and the duration of the contract.

Poor =0	1 reference letter.
Minimum = 6	2 reference letters
Maximum = 10	more than 2 reference letters

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 or 90/10)

(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.

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

B-BBEE status level of contributor	Number of points (80/20)
1	20
2	18
3	14
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.

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.

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

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications

shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.2.5 .

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 (Not Applicable in this Tender)

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be

for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

posting shall not be accepted as proof of delivery.

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

- a) the gross misplacement of the decimal point in any unit rate;

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that

he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.

- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

AIRPORTS COMPANY SOUTH AFRICA

CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT

TENDER REF. No: PLZ6756/2021/RFP

The Refurbishment of Fuel Depot Facilities at the Chief Dawid Stuurman International Airport (CDSIA)

T2.1: LIST OF RETURNABLE DOCUMENTS

T2.2: RETURNABLE SCHEDULES

The tenderer must complete the following returnable documents:		<u>Completed</u> (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Certificate of Attendance at Compulsory Briefing session	N/A
	A2: Certificate of Authority for Signatory	
	A3: Certificate of Authority for Joint Ventures (where applicable)	
	A4: Record of addenda to tender documents	
	A5: Proposed amendments and qualifications	
	A6: Schedule of the tenderer's recent experience	
	A7: Schedule of the tenderer's current commitments	
	A8: Schedule of key personnel's details	
	A9: Schedule of key personnel's experience	
	A10: Schedule of resources for this contract	
	A11: Project plan	
	A12: Schedule of proposed sub-contractors	
	A13: Enterprise questionnaire	
	A14: Proposed product functionality	
	A14: Occupational health and safety agreement	
	A16: ACSA service & maintenance contractors	
	A17: SBD 4: Declaration of Interest	
	A18: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A19: SBD 6.2 (Declaration for local content and production for PPPFA designated	
	A20: SBD 8: Declaration of Bidder's past supply chain management practices	
	A21: SBD 9: Certificate of independent bid determination	
2	Other documents required only for tender evaluation purposes	
	B1: BBBEE verification certificate	
	B2: letter of warrantee / guarantee from the OEM or OEM agent The letter must be on the letterhead and signed by the OEM or OEM agent	
	B3: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	

B4: construction industry development board grading certificate (cidb)	
B5: Central Supplier Database (CSD) proof of registration.	
B6: Central Supplier Database (CSD) proof of registration.	
B7: Proof of registration for Contractor's WCA registration and or COID	

CERTIFICATE OF AUTHORITY TO SIGN TENDER

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

In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A4) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition F.2.13.4

An example is shown below:

"By resolution of the board of directors taken on 20____ Mr/Ms_____ has been duly authorized to sign all documents in connection with this tender for PLZ6756/2021/RFP and any contract which may arise therefrom on behalf of
(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date: Signatory of Authority:

Witnesses:

Signature

Signature

Name

Name

Signed		Date	
Name		Position	
Tenderer			

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures in addition to Form A3 for each JV member. We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

PROPOSED AMENDMENTS AND QUALIFICATIONS

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

SCHEDULE OF THE TENDERER'S RECENT EXPERIENCE

Make as many copies of this page as required

In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.

The following is a statement of work i.e.	Employer, Contact Person and Telephone Number.	Description of Contract	Value of Work inclusive of VAT (Rand)	Duration (Start and End dates)

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

The information provided above must align to the letters from the tenderer's client

Signed		Date	
Name		Position	
Tenderer			

SCHEDULE OF THE TENDERER'S CURRENT COMMITMENTS

Make as many copies of this page as required

The tenderer shall list below all assignments with which the proposed key personnel (as named in Form "C6") are currently involved.

In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.

	Employer, Contact Person and Telephone Number.	Description of Contract	Value of Work inclusive of VAT (Rand)	Duration (Start and End dates)

Signed		Date	
Name		Position	
Tenderer			

SCHEDULE OF KEY PERSONNEL'S DETAILS

1. Lead Mechanical Engineer

Make as many copies of this page as required

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

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	ECSA Registrations number	
11.	Registrations	
12.	Registrations	

SCHEDULE OF KEY PERSONNEL'S DETAILS

2. Civil Engineer

Make as many copies of this page as required

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

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	ECSA Registrations number	
11.	Registrations	
12.	Registrations	

SCHEDULE OF KEY PERSONNEL'S DETAILS

3. Metallurgy Engineer

Make as many copies of this page as required

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

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	ECSA Registrations number	
11.	Registrations	
12.	Registrations	

SCHEDULE OF KEY PERSONNEL'S DETAILS

4. Electronic/Mechatronic Engineer

Make as many copies of this page as required

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

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	ECSA Registrations number	
11.	Registrations	
12.	Registrations	

SCHEDULE OF KEY PERSONNEL'S DETAILS
5. Occupational Health and Safety Practitioner

Make as many copies of this page as required

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

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	ECSA Registrations number s	
11.	Registrations	
12.	Registrations	

SCHEDULE OF KEY PERSONNEL'S DETAILS

6. Master Installation Electrician

Make as many copies of this page as required

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

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	ECSA Registrations number s	
11.	Registrations	
12.	Registrations	

SCHEDULE OF KEY PERSONNEL'S DETAILS

7. Rigger

Make as many copies of this page as required

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

1.	Name:	
2.	Position:	
3.	Surname:	
4.	Nationality:	
5.	Date of Birth:	
6.	Highest Qualification:	
7.	Other Qualification	
8.	Other Qualification	
9.	Other Qualification	
10.	ECSA Registrations number s	
11.	Registrations	
12.	Registrations	

SCHEDULE OF KEY PERSONNEL'S EXPERIENCE

Make as many copies of this page as required

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

In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF RESOURCES FOR THIS CONTRACT

Tenderers to insert a page listing all human resources indicating their roles in the project (with levels of training and qualification for each) that will be employed for the execution of the contract. Specific reference needs to be made to additional resources (may be utilised at other sites) that will be available, should the need arise.

FORM A 11: Project Plan

(start-up proposal and delivery time)

NB: For demonstrative purposes, select the 15 March 2022 as the start date of the contract

SCHEDULE OF PROPOSED SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-contractors 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 Sub-contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor.

Signed		Date	
Name		Position	
Respondent			

Current or within last 12 months?

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

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

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

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

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

Current or within last 12 months?

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

BBBEE VERIFICATION 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. The certificate should be an original or a certified copy.

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.

LETTER OF WARRANTEE / GUARANTEE FROM THE OEM or OEM AGENT

The letter must be on the letterhead and signed by the OEM or OEM agent

TAX CLEARANCE CERTIFICATE or PIN

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

Letter of good standing with the Workers Compensation Commissioner

The tenderer is required to provide the letter of good standing from the Workers Compensation Commissioner. A valid letter if they have one OR proof of application for one if they have an expired one and have applied for a new one.

Construction Industry development board grading certificate (CIDB)

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

OBJECTIVES

To assist Airports Company South Africa SOC Limited (ACSA) to comply with the requirements of:

The Occupational Health & Safety (Act 85 of 1993) and its regulations and

The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COLD Act).

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

The parties to this Agreement are:

Name of Organization:
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Physical Address:
Chief Dawid Stuurman International Airport Allister Miller Drive Walmer Gqeberha 6070

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

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

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which

cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

- Public Liability Insurance Cover as required by the Subcontract Agreement
- Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practices.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the

Provincial Director: Department of Labour as well as to the Client.

11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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

Appointee acting for and on behalf of _____
(Company Name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

NAME

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

NAME

FORM A 18

ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<p>No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</p> <p>Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</p> <p>Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</p> <p>No leaking equipment or vehicles shall be permitted on the airport.</p>
Air Pollution	<p>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</p> <p>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</p> <p>Fires: No open fires shall be permitted on site.</p>
Noise Pollution	<p>All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</p> <p>The Contractor shall comply with the applicable regulations with regard to noise.</p>
Waste Management	<p>Waste shall be separated as general or hazardous waste.</p> <p>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</p> <p>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</p> <p>Contractors shall maintain a tidy, litter free environment at all times in their work area.</p>

ISSUE	REQUIREMENT
	<p>Contractors must keep on file:</p> <p>The name of the contracting waste company</p> <p>Waste disposal site used</p> <p>Monthly reports on quantities – separated into general, hazardous and recycled</p> <p>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</p> <p>Copy of waste permit for disposal site</p> <p>This information must be available during audits and inspections.</p>
<p>Handling & of Storage Hazardous Chemical Substances (HCS)</p>	<p>All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</p> <p>Materials Safety Data Sheets shall be stored with all HCS.</p> <p>All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</p> <p>All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</p> <p>Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</p>
<p>Water and Energy Consumption</p>	<p>ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.</p>
<p>Training & Awareness</p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

Penalties

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

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management

Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹ "State" means –

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

(e) Parliament.

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

2.7.1 If so, furnish the following:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person
employed by the state and who may be involved with
the evaluation and or adjudication of this bid?

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

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

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

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

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

Full details of directors / trustees / members / shareholders.

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

DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 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.
- 2.10 **“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:

$$\begin{array}{cc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

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.

.....
SIGNATURE(S) OF BIDDER(S)

4

DATE:.....

ADDRESS:.....

.....
.....

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:
$$LC = \frac{x}{y} \times 100$$

Where
x imported content
y bid price excluding value added tax (VAT)
Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.
- 1.7. A bid will be disqualified if:
 - ☐ the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
 - ☐ this declaration certificate is not submitted as part of the bid documentation.

SBD 6.2

2. Definitions

- 2.1. "bid" includes advertised competitive bids, written price quotations or proposals;
- 2.2. "bid price" price offered by the bidder, excluding value added tax (VAT);
- 2.3. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. "designated sector" means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. "duly sign" means a Declaration Certificate for Local Content that has been signed by

the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).

- 2.6. "imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. "local content" means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. "stipulated minimum threshold" means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods Stipulated minimum threshold

_____ %

_____ %

_____ %

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency Rates of exchange

US Dollar

Pound Sterling

Euro

Yen

Other

SBD 6.2

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

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

IN RESPECT OF BID No.

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

.....

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:
Bid price, excluding VAT (y) R

- Imported content (x) R
Stipulated minimum threshold for Local content (paragraph above)
- 3 Local content % , as calculated in terms of SATS 1286
If the bid is for more than one product, a schedule of the local content by product shall be attached.
- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: DATE: _____

WITNESS No. 1 DATE: _____

WITNESS No. 2 DATE: _____

FORM A 21. SBD 8**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 of the products or services to which this bid invitation relates.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

NEC3 Engineering and Construction

ENGINEERING CONSTRUCTION CONTRACT (ECC3)

A contract between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at the Chief Dawid Stuurman International
Airport (CDSIA)

(Reg No.: 1993/004149/30)

And

(Registration Number: _____)

For

**The Refurbishment of Fuel Depot Facilities at the Chief
Dawid Stuurman International Airport (CDSIA)**

Contents:

Compiled in accordance with CIDB Standard for Uniformity in
Construction Procurement (January 2009 amendments)

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Documentation prepared by:

--

C1 Agreements & Contract Data

C 1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Services as described under section C 3 for the**

Chief Dawid Stuurman International Airport (CDSIA)

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider 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 price (including VAT)

_____ (in words);

(In figures) _____ **Refer Part C2: Pricing Data**

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

Signature(s) _____ Date _____

Name(s) _____

Capacity _____

For the Tenderer _____

(Name and address of organization)

Name and
Signature of
Witness _____ Date _____.

Acceptance

(Only to be completed at acceptance stage)

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 Service Provider the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work.

Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) 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, Airports Company South Africa SOC Limited.

ACSA offices, North Wing 4th Floor OR Tambo International Airport

Name and

Signature of

Witness _____ Date _____

Schedule of Deviations

Notes:

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

1 Subject _____

Details _____

2 Subject _____

Details _____

3 Subject _____

Details _____

4 Subject _____

Details _____

By the duly authorised representatives signing this 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 tender 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.

C1.2 ECC3 Contract Data

PART ONE - DATA PROVIDED BY THE *EMPLOYER*

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	A: Priced contract with Activity Schedule
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	Chief Dawid Stuurman International Airport, Allister Miller Drive Walmer Gqeberha 6000
	Tel No.	011 921 6911
10.1	The <i>Project Manager</i> is	Brian Machabe, Mechanical Maintenance Engineer
	Address	O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627

	Tel No.	010 207 2222
	e-mail	brian.machabe@airports.co.za
10.1	The <i>Supervisor</i> is	Thando Patikela
	Address	
	Tel No.	041 507 7351
	e-mail	thando.patikala@airports.co.za
11.2	The <i>works</i> are	The Refurbishment of Fuel Depot: Facilities at Chief Dawid Stuurman International Airport (CDSIA) (Refer to section C3 for details)
11.2	The following matters will be included in the Risk Register	Availability of As Built information
11.2	The <i>Works Information</i> is in	Section C3, Works Information of this contract
11.2	The <i>Site Information</i> is in	Section C4, Site Information of this contract
11.2	The <i>boundary of the site</i> is	The boundary of Chief Dawid Stuurman International Airport (CDSIA)
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Three (3) working days
3	Time	
31.2	The <i>starting date</i> is	Upon signing of the contract by ACSA
11.2	The <i>completion date</i> is	Twenty-four (24) Months Upon signing of the contract
30.1	The <i>access date</i> is	Upon signing of the contract by ACSA
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date	Note
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	One (1) week

35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the Employer and Others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.
4	Testing and Defects	
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>
43.2	The <i>defects correction period</i> is	Two (2) weeks
5	Payment	
50.1	The <i>assessment interval</i> is	15th day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payment is made is	30 days from date of invoice.
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time
6	Compensation events	
60.1	The <i>weather measurements</i> to be recorded for each calendar month are	N/A
60.1	The place where weather is to be recorded (on the Site) is	N/A
60.1	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	N/A
7	Title	No data required for this section of the <i>conditions of contract</i>
8	Risks and Insurance	
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data

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

X7	Delay Damages	
	Delay damages of the <i>works</i> are	Amount per day is 0.05% of the contract value, up to the maximum of 10% of the contract value
X13	Performance bond	
X13.1	The amount of the performance bond is	N/A
X16	Retention	
X16.1	The <i>retention percentage</i> is	5% of the Contract value.
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices

X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
Z(A):	The Additional conditions of contract are	Z1 – Z20
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	<p>Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>	
Z2	Providing the Works:	
Z2.1	<p>Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose</p>	
Z3	Other responsibilities:	
Z3.1	<p>Add the following at the end of core clause 27: The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date</p>	

Z3.2 The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4 Extending the defects date:

Add the following as a new core clause 46:

- Z4.1** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*
- Z4.2** If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
- Z4.3** The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data

Z5 Termination

- Z5.1** Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

Z6 Performance Bond

- Z6.1** 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 which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.
- Z6.2** Add the following new clause as Option X13.2:
The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z7 Limitation of liability:

- Insert the following new clause as Option X18.6:**
- Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

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

Additional Z Clauses

Z8 Cession, delegation and assignment

- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
-

Z9 Joint and several liability

- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
-

Z10 Ethics

- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

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

Z12 Employer's Step-in rights

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

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

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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

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

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

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

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

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

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

Z14.5.3 the proper use of the Works.

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

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

- Z17.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z18 BBBEE Certificate

- Z18.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

- Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z20 Delegation

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:

- Z20.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

Z21 Transformation Imperatives

- Z21.1** The Service Provider shall enter into a contract (either through partnership, joint venture or sub-contracting) with (a) Targeted Enterprise(s) to perform a minimum of 30% of work.
- Z21.2** A Targeted Enterprise is a registered built environment firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer; or
- Z21.3** A built environment CIDB registered firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:
- Z21.3.1.** Does not share equity holding with the tenderer; and
- Z21.3.2.** Is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- Z21.3.3.** Is registered with the South African Revenue Service; and
- Z21.3.4.** Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
- Z21.3.5.** Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and
- Z21.3.6.** Is 50% or more black owned or 30% or more black women owned; and

Z21.3.7. Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

The service provider shall achieve in the performance of the contract the contract skills development goal established in the CIDB Standard for developing skills through infrastructure contracts (August 2013)

The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services itself.

The Service Provider shall not sub-contract more than 25% of the tendered contract value excluding value of work allocated to Targeted Enterprise(s) and any services specified in the Scope of Work to be procured through the Employer's Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.

Z21.4 If due to his negligence or for reasons within its control, the Service Provider does not meet the specified target of work stated in the (measured through the value of the Fee Tendered) to the Targeted Enterprise the Employer shall be entitled to levy a penalty equal to 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage.

Z20.4.1 If the service provider fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the service provider's control, which is the only reason that may be acceptable to the employer, sanctions shall apply as follows:

Z20.4.2 In the event that the service provider does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to 50% of the Total Notional Cost over contract duration of the skills development programme.

PART TWO - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Only the Site Area. See C4 'Site Information'
24.1	The <i>Contractor's Key people</i> are:	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">• Availability of As Built information• Existing Services• Access to Site• Delay in supply of material and/or equipment• Progress of the works against the program• Travelling public and ACSA stakeholders
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the Contract Data is	the contract

C1.4 Insurance Schedule

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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



SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million



- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.



4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.



INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to: *From:

Aon South Africa (Pty) Ltd - Construction & Engineering

Attention: Priscilla Hart

1 Sandton Drive

Sandhurst, Sandton

2196

Tel No: +27 (11) 944 7974

E- mail: priscilla.hart@aon.co.za

*Please provide name of contracting company, site address, telephone, fax numbers and e-mail.

DATE OF LOSS:

REPORTED TO SITE AGENT BY: DATE

REPORTED TO AON SOUTH AFRICA BY: DATE

Locality of Incident:

How did the loss /damage/injury/death occur (cause):

C2.1 Pricing assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option A states:

Identified and defined terms	11 11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract. (27) The Price for Work Done to Date is the total of the Prices for each group of completed activities and each completed activity which is not in a group. A completed activity is one which is without Defects which would either delay or be covered by immediately following work. (30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.
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This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Hence when compiling the *activity schedule*, the tendering contractor needs to show each activity on the programme he submits with his tender.

Preparing the *activity schedule*

The tendering contractor prepares the *activity schedule* and should study the ECC3 Guidance Notes pages 19 and 20 before doing so. The *Employer* may have instructed the tendering contractor to



include particular activities which he has specified and requires the *Contractor* to identify them in his *activity schedule*.

1 Generally it is the Contractor who prepares the Activity Schedule as part of his tender by breaking down the work described within the Works Information into suitable activities which can be well defined, priced as a lump sum and shown on the programme. The Employer, in his Conditions of Tender or in a Tender Schedule, may have listed some items that he requires the Contractor to include in his activity schedule and be priced accordingly.

2 The Prices are defined in clause 11.2(20) as the lump sum for each activity in the activity schedule and the Price for Work Done to Date (PWDD) (the amount due to the contractor) is defined in clause 11.2(24) as the total of the Prices for each activity that has been completed. Hence activities in the activity schedule should be structured so as to provide an acceptable monthly cash flow as they are only assessed for payment on the assessment date if they have been completed.

3 As the Contractor has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to an Employer's risk, the lump sum Prices must also include for the correction of Defects.

4 If the Contractor has decided not to identify a particular activity, the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices in order to fulfil the obligation to complete the works for the tendered total of the Prices.

5 There is no adjustment to the lump sum activity schedule price if the amount, or quantity, of work within that activity 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.

6 Hence the Prices tendered by the Contractor in the *activity schedule* are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk.

However, the Contractor does not have to allow in his Prices 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.



General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the activity schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the activity schedule may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 Activity schedule

Option A (refer to scope of work C3 for more details)

****This amount to be transferred to the form of offer.**

Item nr	Description	Qty	Price (excl. VAT)
1.1	Initiation Stage		
1.2	Concept Stage		
1.2.1	Mechanical Engineering Discipline		
1.2.2	Health and Safety		
1.2.3	Civil Engineering Discipline		
1.2.4	Electrical Engineering Discipline		
1.2.5	Control and Instrumentation Engineering Discipline		
1.2.6	Concept stage Gate report		
1.3	Design Development Stage		
1.4	Design Documentation Stage		

1.5	Works stage		
1.5.1	Construction		
1.5.2	Testing and System Commissioning		
1.6	General		
1.6.1	P's and G's		
1.6.2	Contingency		
1.6.3	Other		
	Total of the Prices (excl. VAT)		
	Total of the Prices (incl. VAT)		

****This amount to be transferred to the form of offer.**

C3 Scope of Work

C3.1 Description of the works

C3.1.1 Executive overview

The Objectives of Airports Company South Africa with the Bulk JETA1 Fuel Storage Facility Refurbishment at the Chief Dawid Stuurman International Airport are as follows:

- Bring the facility to a fully compliant level with local petroleum facilities' Legal requirements, mandatory SANS Codes, American Petroleum Institute, Energy Institute and Joint Inspection Group requirements, requirements of the Occupational Health and Safety Act and associated Regulations.
- Improve the efficiency of Bulk Fuel storage site operations
- Enable a fully digital reconciliation of fuel stock receipts, storage and dispatched stock.
- Improve the safety of the Site with regards to protection of life and property.
- Improve the compliance level of the site with Environmental Legislation

C3.1.2 Scope of work

1 Scope of Work

The scope of work for the project has been articulated in accordance with the FIPDM (Framework for Infrastructure Procurement and Delivery Management). It is the *Employer's* requirement that the deliverables be delivered through an EPC (Engineering, Procurement and Construction) lump sum contract. The deliverables by the *Contractor* are outlined for each of the stages below.

1.1 Initiation Stage

The *Contractor* shall for this stage of work execute the following:

- 1.1.1 Coordinate with the *Employer's* Environmental Specialists regarding requirements for ground water monitoring wells around the Bulk Fuel Storage Site.
- 1.1.2 Obtain the requirements and procedures of the bulk fuel storage site Operator regarding Construction work requirements and restrictions at the site.
- 1.1.3 Appraise the current site operating procedures.
- 1.1.4 Conduct all necessary site inductions and obtain permits for all personnel who will require access to the site. Notwithstanding anything contained herein, the *Contractor*

shall not hold ACSA liable for an inability to obtain airport permits timeously or indefinitely for whatever reason.

- 1.1.5 Draw up a stakeholder engagement framework. This shall contain the identified stakeholders, their categorisation and a framework for how each stakeholder will be engaged throughout the project.
- 1.1.6 Draw up a project risk register which will be used and updated throughout the subsequent project stages.
- 1.1.7 Review the existing site Risk Assessment in terms of the Major Hazard Installation Regulations and Update where necessary. The *Contractor* shall ensure that in the event the Risk Assessment requires updating, such is conducted by an entity registered with the Department of Labour as an Approved Inspection Authority. The *Contractor* shall be liable for payment of fees due to such an Approved Inspection Authority.
- 1.1.8 Understand the requirements for vehicles requiring access to the airside.
- 1.1.9 Submit an Initiation stage gate report.

1.2 Concept Stage

1.2.1 Mechanical Engineering Discipline

- 1.2.1.1 Develop design/selection criteria for but not limited to the tanks, tank vents, the piping, the pumps, the truck loading bay, Apron and truck loading pump system, product recovery system, bund foam pourer(s), the tank sampling system, strainers, the Filter water separator, valves and the fire protection system.
- 1.2.1.2 It is the *Employer's* requirement that the tanks' capacity remain as is. Tank inlet and outlet valves should be actuated double block and bleed valves. Tank Walkways are to be minimum 750mm wide and the slope must not exceed 38 degrees. Tank separation distances shall be as a minimum be according to SANS10089-1. The fire system shall extend to the tank area and Apron/truck loading bay pump area.
- 1.2.1.3 Develop site development plan, schematic layouts and PFDs (Process Flow diagrams).
- 1.2.1.4 Perform zoning within the bulk fuel site storage facility according to the Hazardous Area Classifications Standard (SANS 10108).

- 1.2.1.5 Perform a HAZOP study and submit a report. The study must be led by an approved Inspection Authority. The *Contractor* shall be liable for payment of such Approved Inspection Authority's fees.
- 1.2.1.6 Perform a regulatory due diligence.

1.2.2 Health and Safety

- 1.2.2.1 Review ACSA's baseline risk assessment for the bulk fuel storage site and develop a project baseline risk assessment and safety specification for the project. Such safety specification shall be drawn by a Health and Safety professional registered with the SACPCMP (South African Council for the Project and Construction Management Professions).

1.2.3 Civil Engineering Discipline

- 1.2.3.1 Develop technical criteria and specification for screeding and sealing of the tank bunds, the pit oil/water separator and the surface concrete.
- 1.2.3.2 It is the *Employer's* requirement that all surface run-off within the bulk fuel storage site is captured and directed to the pit oil/water separator before disposal.

1.2.4 Electrical Engineering Discipline

- 1.2.4.1 Develop schematic layouts of electrical reticulation including essential power and lighting within the Fuel Farm. This shall be done in collaboration with other disciplines of engineering to ensure that each area and equipment requiring power, is catered for.
- 1.2.4.2 Develop design/selection criteria for electrical equipment.
- 1.2.4.3 It is the Employer's requirement that the Illumination levels comply with the latest edition of the Environmental Regulations for Workplaces.

1.2.5 Control and Instrumentation Engineering Discipline

- 1.2.5.1 Develop P&IDs (Process and Instrumentation diagrams).
- 1.2.5.2 Develop design/selection criteria for tank inlet meter, tank gauging, overfill protection system, truck loading bay Deadman, tank fuel temperature and pressure measurement, free water level, valve actuators, motor controls, flow, temperature

and pressure measuring instruments, Fieldbus, Tank Inventory Management System, Bulk Fuel storage site SCADA with web and mobile view.

1.2.5.3 It is the *Employer's* requirement that the Tank Inventory management system provides mass balance in and out of the bulk storage site, batch reports, Gross Observed Volume, Total Observed Volume, Gross Standard Volume, Net Standard Volume, mass and density in accordance with latest API Tables, has ability to export inventory and custody transfer data to Microsoft Office programs and other clients such as SCADA, Programmable Logic Controllers and Distributed Control Systems. The system must also have redundancy where there is one active PC and the other in hot standby mode. The system information retention period must be 6 months and monthly information must be exportable to a designated ACSA Network drive.

1.2.6 Concept stage Gate report

1.2.6.1 Submit a stage gate report which addresses relevant requirements of the FIPDM Concept Stage.

1.3 Design Development Stage

The deliverables of this stage for all disciplines of Engineering are as follows:

- 1.3.1 Control and operating philosophy of the bulk fuel storage site facility.
- 1.3.2 Schedule of mechanical, Electrical, Control and Instrumentation equipment with specifications.
- 1.3.3 Construction method statements.
- 1.3.4 Tank Internal coating
- 1.3.5 Construction Quality Control Plans with clear hold and witness points.
- 1.3.6 Hydraulic calculations or models.
- 1.3.7 Tank and pipes Soak testing procedure.
- 1.3.8 Commissioning procedures for all disciplines.
- 1.3.9 Fire protection system operating procedure
- 1.3.10 Business Continuity plan for receipt, settling and apron supply operations during the construction stage.
- 1.3.11 Tank rigging plan and

1.3.12 A stage gate report with relevant FIPDM Stage 3 gate requirements.

1.4 Design Documentation Stage

The deliverables for this stage are:

- 1.4.1 Detail design drawings for the tanks (product tanks, product recovery tanks and waste product tanks)
- 1.4.2 Fabrication drawings for the piping
- 1.4.3 Electrical wiring diagrams
- 1.4.4 Fire protection system detail drawings
- 1.4.5 Control and Instrumentation wiring diagrams
- 1.4.6 Approved Inspection Authority signed Pipe ISO drawings. The *Contractor* shall be liable for the fees of such Approved Inspection Authority.
- 1.4.7 A stage gate report with relevant FIPDM Stage 4 gate requirements.

1.5 Works stage

1.5.1 Construction

The following shall be delivered during this stage:

- 1.5.1.1 Remove existing and supply four (4) new tanks with capacity similar to existing (Working volume of 80 000 Litre for each tank) painted externally and coated internally and compliant with API 650 and at separation distances compliant with SANS 10089-1.
- 1.5.1.2 New Concrete plinths for all tanks
- 1.5.1.3 New and installed Tank sampling system for each tank compliant with latest edition of JIG 2 and API 1540.
- 1.5.1.4 New and installed Tank vents or Pressure/Vacuum breakers.
- 1.5.1.5 New and installed Tank gauging linked to SCADA and Tank Inventory Management system.
- 1.5.1.6 New and installed Separate Tank overfill protection system. The overfill protection system must be linked with the fuel receipt pump(s) and the tank inlet valves.
- 1.5.1.7 New and installed Tank temperature (Spot and average) and pressure measurement indicator and transmitter.

- 1.5.1.8 New and installed Tank walkways complete with kickplates, mentis grating, handrails, black and yellow suitable paint and compliant with SANS 10400.
- 1.5.1.9 New and installed actuated tank inlet/outlet double block and bleed valves.
- 1.5.1.10 Lighting in tank area suitable for hazardous areas.
- 1.5.1.11 Fire protection (water and foam) in tank area including a tank bund foam pourer(s).
- 1.5.1.12 Tank inlet filter water separator with a sampling jar.
- 1.5.1.13 Tank inlet and outlet electronic meter with local indication and remote indication. The meters should be placed in the common manifolds and not on dedicated suction or discharge piping of each tank.
- 1.5.1.14 Tank outlet Filter water Separator with a sampling jar
- 1.5.1.15 Three Apron and truck loading bay pumps including motors, VSDs, isolation valves, strainers, non-return valves and pump bases.
- 1.5.1.16 Two (2) new actuated double block and bleed valves on the Apron supply lines. These actuated valves must be connected to Apron ESB (Emergency Shutdown Buttons).
- 1.5.1.17 Tank inlet/outlet piping painted and coated internally with an API compliant coating and marked accordingly on the outside.
- 1.5.1.18 New and installed truck JETA1 fuel loading bay.
- 1.5.1.19 New and installed Product recovery tank complete with an electrically driven pump and sampling jar
- 1.5.1.20 New and installed emergency chemical shower
- 1.5.1.21 Screeded, sealed and painted tank bunds
- 1.5.1.22 Screeded, sealed and painted pit oil/water separator with new mentis grating, discharge pump and motor and area lighting
- 1.5.1.23 Screeded, sealed and painted surface concrete and bunds other than tank bunds
- 1.5.1.24 Office building within the bulk fuel storage site - Removal of existing external plaster, new plaster, plaster primer and painting with a weather resistant paint of similar colour.

- 1.5.1.25 Office building within the bulk fuel storage site – Removal of existing IBR sheeting, supply and installation of new galvanised 0.8mm thick IBR sheet complete with gutters and downpipes.
- 1.5.1.26 Office building within the bulk fuel storage site – New energy meter.
- 1.5.1.27 New and installed IP rated DBs with canopies and electrical cabling for all equipment within the bulk fuel storage site connected to mains power and essential power. New cable trays must be installed as well. The electrical cables must be painted with fire retarding coating (intumescent) every 5 meters between a point of supply and point of consumption within the bulk fuel storage site.
- 1.5.1.28 New installed lighting to achieve illumination lux levels as required by the latest edition of the Environmental Regulations for Workplaces.
- 1.5.1.29 New and installed legislative signage.
- 1.5.1.30 New SCADA with a duty PC and one on hot standby. The SCADA must show and control bulk fuel storage site equipment and future Apron equipment.
- 1.5.1.31 New Tank Inventory Management System
- 1.5.1.32 New bulk fuel storage site ESBs (Emergency Stop Buttons).

1.5.2 Testing and System Commissioning

The following minimum tests and commissioning shall be performed, and test/commissioning reports generated:

Table 1 - List of tests and commissioning activities

Item No	Description
1	Commissioning of Tank gauging instruments
2	Commissioning of the overfill protection system
3	SCADA commissioning
4	Tank Inventory Management System
5	Pumps commissioning
6	Truck Loading bay commissioning
7	Actuated valves commissioning
8	Mains to essential power test
9	Pit oil/water separator pump commissioning

Item No	Description
10	Fire protection system commissioning
11	COC tests for electrical reticulation within the bulk fuel storage site

1.6 Handover

The minimum list of documents, type, format and where the documents need to be delivered is shown below.

Table 2 - Minimum List of handover documents

Item No	Document description	Document type	Format	Repository
1	Valve data sheets	Digital	PDF	ACSA Project Teams Folder
2	Valve Maintenance and Operating Manuals	Digital	PDF	
3	Valve Actuator data sheets	Digital	PDF	
4	Valve Actuator Maintenance and Operating Manuals	Digital	PDF	
5	Tank and walkways As-built drawings	Digital	DWG and PDF	
6	Apron and Truck loading bay Pumps data sheet	Digital	PDF	
7	Apron pumps and motors maintenance and operating manuals	Digital	PDF	
8	Filter water separator maintenance and operating manuals	Digital	PDF	
9	Meter data sheets, maintenance and operating manuals	Digital	PDF	
10	PIT Oil/Water separator pump maintenance and operating manual	Digital	PDF	
11	Tank sampling system maintenance and operating manuals	Digital	PDF	
12	Tank sampling system General Arrangement drawings	Digital	DWG and PDF	
13	SCADA system documents	Digital	PDF	

Item No	Document description	Document type	Format	Repository
14	Tank Inventory Management System Documents	Digital	PDF	ACSA Project Teams Folder and File folder to Project Manager
15	Weld Xray certificates	Hard copy and digital	PDF	
16	COC certificate	Hard copy and digital	PDF	
17	Electrical wiring diagrams	Hard copy and digital	PDF	
18	Control and Instrumentation wiring diagrams	Hard copy and digital	PDF	
19	PFDs	Digital	DWG and PDF	ACSA Project Teams Folder
20	P&ID	Digital	DWG and PDF	
21	Soak test certificate(s)	Digital	PDF	
22	Electrical equipment data sheets	Digital	PDF	
23	Signed QCPs	Digital	PDF	
24	Tank and piping internal coating data sheet	Digital	PDF	ACSA Project Teams Folder and File folder to Project Manager
25	Illumination lux level measurement report within the entire bulk fuel storage site	Hard copy and digital	PDF	
26	Instruments data sheets, Maintenance and operating manuals	Digital	PDF	ACSA Project Teams Folder
27	Overfill protection system maintenance and operating manual	Digital	PDF	
28	Minimum recommended spares list for all disciplines of engineering	Digital	PDF	
29	Completion certificate signed by PRENG/PRTech Mechanical, Electrical, Electronic/Mechatronics and Metallurgical declaring that works have been completed according to API, EI, JIG, Occupational Health and Safety	Hard copy and digital	PDF	ACSA Project Teams Folder and File folder to Project Manager

Item No	Document description	Document type	Format	Repository
	Regulations and Building Regulations			
30	Commissioning and test reports	Hard copy and digital	PDF	
31	Project risk register and record of decisions	Digital	PDF	ACSA Project Teams Folder
32	Warranty certificates	Digital/Hard copy	PDF	ACSA Project Teams Folder and File folder to Project Manager
33	Project meeting minutes	Digital	PDF	ACSA Project Teams Folder

1.7 Close out stage

During the close out stage, the Employer shall issue a defects list which shall be corrected within the agreed timeline and thereafter issue an overall project completion certificate.

2 Minimum Applicable standards and legislative requirements

The scope of works of the project shall be executed to comply with the minimum relevant sections of the list of standards and legislative requirements below. It is incumbent on the *Contractor* to ensure that works are executed in accordance with other mandatory standards which may be omitted from the list below.

Table 3 - List of minimum applicable standards, legislative requirements and procedures

Standard Number	Description
API/IP 1529	Aviation Fuelling Hose
API/IP 1540	Design, Construction, Operation and Maintenance of Aviation Fuelling Facilities
API/IP 1581	Specifications and qualification procedures for aviation jet fuel filter/separators
API/IP 1584	Four-inch hydrant system components and arrangements
API/IP 1585	Guidance in the cleaning of aviation hydrant systems
API/IP 1590	Specifications and qualification procedures for Aviation Fuel microfilters
API 610	Centrifugal Pumps for Petroleum, Petrochemical, and Natural Gas Industries
API 650	Welded Tanks for Oil Storage

Standard Number	Description
API 653	Tank Inspection, Repair, Alteration and Reconstruction
EI 1541	Performance requirements for protective coating systems used in aviation fuel storage tanks and piping
EI 1560	Recommended practice for the operation, inspection, maintenance and commissioning of aviation fuel hydrant systems and hydrant system extensions
JIG 1 Standard	Aviation Fuel Quality Control and Operating Standards For Into-Plane Fuelling Services.
JIG 2 Standard	Aviation Fuel Quality Control and Operating Standards For Airport Depots and Hydrants
JIG 4 Standard	Aviation Fuel Quality Control and Operating Standards For smaller Airports
SANS 347	Categorization and conformity assessment criteria for all pressure equipment
SANS 10400	Application of the National Building Regulations
SANS 10089 All parts	The petroleum Industry
SANS 10228	The identification and classification of dangerous goods.
Statutory Requirements	
Occupational Health and Safety Act 85 of 1993 and its Regulations	
Relevant Municipality requirements for Flammable Liquids Stores	
Critical Infrastructure Protection Act 8 of 2019	
Petroleum Pipeline Act 60 of 2003 and Regulations	
National Environmental Management Act 107 of 1998 and Regulations	
ACSA Procedures	
B160 000M Serviceability Inspections	
D060 021M Fuel Depot and Reticulation system	
D060 023M Maintenance of Aerodrome Electrical Systems	
D060 024M Maintenance of General and Emergency Lighting	
D060 006M Maintenance for Electricity Backup Systems	

Electrical system	SANS	IEC	NRS	Standard description
Switchgear and Control gear	60265-1			HV switches for rated voltages above 1 kV and less than 52 kV
	62271-200			A.C. metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 52 kV
	62271-105			HV a.c. switch-fuse combinations
	60470			HV a.c. contactors and contactor-based motor starters
	60694			Common specifications for HV switchgear and controlgear standards
	62271-201			A.C. insulation-enclosed switchgear and control-gear for rated voltages above 1 kV and up to and including 52 kV

Electrical system	SANS	IEC	NRS	Standard description
	1885			Metal-enclosed switchgear for rated a.c. voltages above 11 kV and up to and including 36 kV
	62271-100			HV a.c. circuit breakers
	003-2			Metal-clad switchgear for rated voltages above 11 kV and up to and including 24 kV — Part 2 : Standardized panels
	156			Moulded-case circuit breakers
	1973-1 and 60439-1			LV switchgear and controlgear assemblies — Part 1 : Type-tested and partially type-tested assemblies above 10 kA
	60439-2			LV switchgear and controlgear assemblies — Part 2 : Busbar trunking systems
	1973—3			LV switchgear and controlgear assemblies — Part 3 : Type-tested and partially type-tested assemblies up to and including 10 kA
	1973—8			LV switchgear and controlgear assemblies — Part 8 : Safety of MTAs above 10 kA
	60439-5			LV switchgear and controlgear assemblies — Part 5 : Particular requirements for assemblies intended to be installed outdoors in public places — cable distribution cabinets
	60947-2			LV switchgear and controlgear — Part 2 : Circuit breakers
	60947-3			LV switchgear and controlgear — Part 3 : Switches, disconnectors, switch-disconnectors and fuse-combination units
				LV switchgear and controlgear -
	60947-4-1			Part 4 — 1 : Contactors and motor starters (electro-mechanical)
	60947-4-2			Part 4 — 2 : Contactors and motor starters (semi-conductor)
	60947-5-1			Part 5-1 : Electromechanical control circuit devices
	60947-5-2			Part 5 — 2 : Proximity switches
	60947-5-5			Part 5 — 5 : Electrical emergency stop device with mechanical latching function
	60947-6-1			Part 6 — 1 : Automatic transfer switching equipment

Electrical system	SANS	IEC	NRS	Standard description
	767-1			Earth-leakage protection units — Part 1 : Fixed earth-leakage protection circuit breakers
	61008-1			RCCBs without integral overcurrent protection for household and similar use — Part 1 : General rules
	61058-1			Switches for appliances — Part 1 : General requirements
	62771-102			AC disconnectors and earthing switches above 1 kV
	1195			Busbars
	1874			Metal-enclosed ring main units for ac voltages 1 kV to 24 kV
Electrical System	SANS	IEC	NRS	Standard description
Meters, Instrument and Relay	60439-5			Meter cabinets
		60051		Electrical instruments and meters
	62052-11			A.C. electromechanical watt-hour meters
		60255-3		Electrical relays — Part 3 : Single input energizing quantity measuring relays with dependent or independent time
		60255-6		Electrical relays — Part 20 : Protection systems
	1799			Watt-hour meters — A.C. electronic meters for active energy
	62053-21 to 23			Electricity metering equipment – static meters
Electrical system	SANS	IEC	NRS	Standard description
Earthing and Surge Protection	1063			Earth rods and couplers
	10199			Design and installation of an earth electrode
	10200			Neutral earthing in MV industrial power systems
	10313			Protection of structures against lightning
				Protection against lightning
	62305-1			- Part 1 : General principles
	62305-2			- Part 2 : Risk management
	62305-3			- Part 3 : Physical damage to structures and life hazard
	62305-4			- Part 4 : Electrical and electronic systems within structures
	61643-1			Surge protective devices connected to LV power distribution systems — Part 1 : Performance requirements and testing methods

Electrical system	SANS	IEC	NRS	Standard description
	60099-1			Surge arrestors — Part 1 : Non-linear resistor type gapped surge arrestors for a.c. systems
	60099-4			Surge arrestors — Part 4 : Metal-oxide surge arrestors without gaps for a.c. systems
Electrical system	SANS	Instrument Transformers		
Instrument Transformers	60044-1	Part 1 : Current transformers		
	60044-2	Part 2 : Inductive voltage transformers		
	60044-3	Part 3 : Combined transformers		
	60044-5	Part 5 : Capacitive voltage transformers		
Electrical System	SANS	IEC	NRS	TRANSFORMERS AND MINISUBS
Transformers and minisubs	60076			Power transformers
		60726		Dry-type power transformers
	780			Distribution transformers
	60146-1-3			Semiconductor converters — Part 1 — 3 : General requirements and line commutated convertors — Transformers and reactors
	61378-1			Convertor transformers — Part 1 : Transformers for industrial applications
	61558-2-4			Safety of power transformers, power supply units and similar — Part 2 — 4 : Particular requirements for isolating transformers in general use
	61558-2-6			Part 2 — 6 : Particular requirements for safety isolating transformers in general use
	61558-2-15			Part 2 — 15 : Particular requirements for isolating transformers for the supply of medical locations
	1029			Miniature substations

Electrical System	SANS	IEC	NRS	Standard description
Cables				The selection, handling and installation of electric power cables of rating not exceeding 33 kV
	10198			(Parts 1 to 14)
	97			Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3 kV to 33 kV
	1339			XLPE-insulated cables for voltages from 6,6 kV to 33 kV
				Paper-insulated metal-sheathed cables for voltages up to 18/30 kV
		6055—1		- Part 1 : Test on cables and their accessories

Electrical System	SANS	IEC	NRS	Standard description
		6055—2		- Part 2 : General construction requirements
	1507			Electric cables with extruded solid dielectric insulation for fixed installations (300 / 500 V to 1900 / 3300 V)
	1574			Flexible cords and cables
	1411			Materials of insulated electric cables and flexible chords (Parts 1 to 7)
	1213			Mechanical cable glands
	1576			Single core arc welding cable
				Lugs and ferrules for insulated electric cables -
	1803-1			Part 1 : copper conductors
				Power cables with extruded insulation and their accessories from 1 kV to 30 kV -
	60502-4			Part 4 : Test requirements on accessories
			53	Accessories for MV power cables



C3.1.2 Employer's objectives and purpose of the works

In brief, the Contractor will be responsible for the **RFP Refurbishment of Fuel Depot: Facilities at Chief Dawid Stuurman International Airport (CDSIA)**

:-

The *Contractor* prepares a Detailed Scope of Services based on the submission of a Scope of Works document prior to commencing with any Works/Activity. The work shall be executed with **No** interruption to the airport's operations, thus some of the work will be done at night. The aim of this capital project is to Refurbishment of Fuel Depot: Facilities at Chief Dawid Stuurman International Airport (CDSIA).

REASON FOR THE PROJECT: The aim of this capital project is to Refurbishment of Fuel Depot: Facilities at Chief Dawid Stuurman International Airport (CDSIA).

Expected Project Duration: The work must be done within 14 months from the start date.

C3.2 TRANSFORMATION AND EMPOWERMENT

Historically, in South Africa there has been a lack of investment in skills development and inequality in the distribution of wealth for a significant portion of the population. A number of Government initiatives such as the National Development Plan (NDP) have been developed to address these challenges.

ACSA fully supports socio-economic development and transformation through its facilitation of Supplier Development initiatives. Therefore, tenderers are required to submit their commitment to Supplier Development for the duration of this contract.

ACSA has an Integrated Transformation Strategy, the overall objective of which is to support the Government's National Agenda of Job Creation through Transformation, with an external focus on Skills Development, Enterprise Development and Preferential Procurement. This implies that ACSA must employ rigorous transformation imperatives with respect to all procurement. Transformation within the Built Environment's Professions means the empowerment of all black people, with particular focus on supporting Black women, youth, and people with disabilities, in order to increase the number of black people that manage, own and control enterprises and productive assets in this sphere. The transformation of small consulting practices into sustainable medium or large firms will require opportunities provided to existing emerging built environment consulting firms, as well as newly formed firms entering into the construction services industry.

Towards this end, the following initiatives have been identified for this Project:

Enterprise and Supplier Development Initiatives

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

Scope Of Work



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



C3.2.1 Definition of a Targeted Enterprise

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

- a) *does not share equity holding with the tenderer; and*
- b) *is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and*
- c) *is registered with the South African Revenue Service; and*
- d) *is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) with at least 1 (one) registered ECSA professional in the applicable discipline as a permanent employee; or*
- e) *is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013) with at least 2 (two) registered ECSA professionals in the applicable discipline as permanent employees; and*
- f) *has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.*

C3.2.2 Participation of Targeted Enterprise(s)

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

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

C3.2.3 Sanctions for non-compliance with the transformation proposal

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

Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airport Company South Africa
CDSIA	Chief Dawid Stuurman International Airport
SANS	South African National Standards
OHS ACT	Occupational Health and Safety Act
PO	Purchase Order
OEM	Original Equipment Manufacture
RSA	Republic of South Africa
UOM	Unit of Measure

Extent of the Works

The scope of works, as outlined below, does not necessarily provide a comprehensive list of all activities and deliverables:

- All work will be performed in a live operational environment, mostly in security controlled areas and normal airport operations may not be interrupted
- Condition assessment of equipment and controls – both those that will be reused and those that will be replaced
- Condition assessment of existing system (including its design, functionality and hardware)
- Ensuring that no existing system functionality is reduced or limited by the end product (i.e. the Works).
- Ensuring the Works (including all new system functionality) complies with all applicable safety legislation AND industry best practise
- On-site verification of all measurements
- Decommissioning, disassembling and disposal of all redundant parts / system components
- Condition assessment of all old system components and moving to spares rooms and booking into stock all system components that can be reused in the baggage system
- Removal and safe disposal of all parts of the existing installation that ACSA



Mechanical Maintenance do not want to keep

- Removal and safe disposal of all rubble from Site on a daily basis.
- The design of complete functional systems where applicable
- All electrical works such as wiring, motor control systems, field equipment, etc. where applicable
- All system hardware and software required to effectively control the systems
- All signage such as height restriction, danger and all other signage as may be required in terms of the OHS Act.
- Full operating and maintenance manuals
- All required training

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

For each piece of equipment, all work will be carried out to the standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required time period as provided in the project plan. Any work impacting on operations shall be attended-to until restored to good reliable condition. No project work may be left unattended or incomplete for the next day or shift unless agreed to by the project manager. All repair work shall carry a defect free guaranteed for a period of 12 months after completion of work.

All work shall be charged according to the bill of quantities. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by the scheduled project team. The on-site maintenance contractor shall be notified prior to the project commencement. A handover shall take place between the project contractor and the maintenance contractor before and after completion of the works.

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

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



The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Project Manager from time to time. Current airport requirements are: safety shoes, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).

Generic Specifications

All work shall conform to all the relevant SANS standards, OHS ACT 85 of 1993 regulations and all other legislations that might be relevant to this Contract and the execution thereof.

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

Environment

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

At no time shall the Contractor:

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

Daily records

The Contractor shall keep accurate daily records of staff attendance, progress on the works, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Project Manager at any time. All records shall be in a format as agreed with the Project Manager.

Proof of compliance with the law

The Project Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with applicable laws or regulations.

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 hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same. 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.



Management and start up.

Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Mondays at 10H00	Onsite	Employer and Contractor
Overall contract progress and feedback	biweekly on Fridays at 9H00	Onsite	<i>Employer, Contractor and Supervisor</i>

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

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

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in this document.

The Project Manager shall be entitled to fine the Contractor an amount of **R3000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

All persons on company premises shall obey all health and safety rules, procedures and practices. 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 from the ACSA Safety Department.

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

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



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

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

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

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

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

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

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

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

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

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

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



Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in this document

Quality assurance requirements

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 *Project Manager* from time to time.

Invoicing and payment

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

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

Airports Company South Africa SOC Ltd
 Chief Dawid Stuurman International Airport,
 Allister Miller Drive
 Walmer
 Gqeberha
 6000

and include on each invoice the following information:

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

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

Invoices should be submitted via email to Invoices.Acsa@airports.co.za

Provision of bonds and guarantees

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

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

**Note:**

These sizes are standard for the units. The contractor must verify the sizes before installation to ensure accuracy in order to prevent delays.

Storage

ACSA will provide storage of the parts at airport premises. It will be the contractor's responsibility to move the parts from the store to installation sites.

Disposal

The Contractor is required to remove the existing units and safely dispose of. A disposal certificate will be required by the employer.

Subcontracting

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

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

Resources**Minimum requirements of people employed on the Site**

A schedule of key personnel to this Contract will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager. The Project Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

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

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

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

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

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

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

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

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

Construction

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	Handover and Closure Report	Within 5 days after Completion



C3.2 *Contractor's* Works Information

The tenderer to provide details or specification of parts to be used for the

C4 Site Information

1 Site location

Note that access to the site is through the Main Gate and that the site is on the airside of the airport.



2 Site Data

Note that the following site data is for tender purposes only. It is the responsibility of the Contractor to verify the data for design purposes.

It is the Contractor's responsibility to acquaint himself with the site conditions as well as the nature and strata of material on site. No additional claims will be entertained over and above the tender rates as submitted by the Contractor due to the lack of knowledge by the Contractor about the site conditions.

All the material and equipment being supplied in terms of this Contract shall be suitable for continuous operation at the total specified output or capacity under the following conditions:

Applicable site conditions	Unit	Value
Record high (January)	°C	40.7
Record low (August)	°C	-0.5
Average high	°C	22.3
Daily mean	°C	22
Average low	°C	13.5
Corrosion conditions	-	Severe
Pollution conditions	-	Moderate
Average relative humidity	%	74

Electrical network status	Value
Maximum design short circuit current at 400V point of supply	50 kA
System nominal voltage	11 / 0.400 / 0.230 kV
System highest voltage	12 / 0.45 / 0.26 kV
Contractual voltage	11 / 0.42 / 0.242 kV
Frequency + possible variation	50 Hz ± 1%
Neutral grounding system	Solid
Settings of upstream protection relays	Shall be provided on site