

TENDER DOCUMENT

FOR

**THE UPGRADE OF 11KV MEDIUM VOLTAGE
SWITCHGEAR AT THE KIMBERLEY AIRPORT**

Tender Reference Number: KIM6683/2021/RFP

NOVEMBER 2021

Issued by

Airports Company South Africa
Kimberley 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	

<u>KIM6683/2021/RFP 11kV Medium Voltage Switchgear Upgrade at the Kimberley Airport</u>	
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T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOUTH AFRICA invites tenders for the **Upgrade of 11kV Medium Voltage Switchgear at the Kimberley Airport**

Only tenderers who are a CIDB contractor grading of 4EP or higher as stated on the Tender Data may submit tender offers.

Tender Document Availability

Tender documents are available from the **17th November 2021** (<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 **09th of December 2021 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 **26th of November 2021** starting a **10:00am**. Please follow this link for the meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWQ4NWQ4Y2MtMTgyNC00NTYzLTImNjctZDViZjU5NDkwYmE1%40thread.v/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 December 2021 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> <ul style="list-style-type: none"> T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender <p>Part T2: Returnable Document</p> <ul style="list-style-type: none"> T2.1 List of returnable documents T2.2 Returnable schedule <p>Part C1: Agreements and Contract Data</p> <ul style="list-style-type: none"> C1.1 Form of offer and acceptance C1.2 Contract data <p>Part C2: Pricing Schedule</p> <ul style="list-style-type: none"> C2.1 Pricing instructions C2.2 Price List <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) Telephone number: 011 723 7922 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> <ul style="list-style-type: none"> a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process. <p>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>

Clause Number	Tender Data
	<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>
<p>C.1.6</p>	<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>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER’S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>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.</p>
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> <ol style="list-style-type: none"> complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) has been properly and fully completed and signed, and is responsive to the other requirements of the tender documents. (Check certificates if attached, e.g., Qualifications, etc allow bidder reasonable time to submit.)

	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p>Arithmetical errors, omissions, and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate. b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>

C.3.11 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 4EP 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

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

Criteria Description	Minimum Threshold	Weight																
Medium Voltage and Reticulation Experience Proven company experience in Medium Voltage infrastructure projects and reticulation or relatively similar environment; specifically, the installation and commissioning not maintenance. (Completion certificates of the previous installation work to be attached) <table border="1"> <tr> <td>< 3 Projects</td> <td>0</td> </tr> <tr> <td>3 Projects/Sites</td> <td>5</td> </tr> <tr> <td>5 Projects/Sites</td> <td>10</td> </tr> </table>	< 3 Projects	0	3 Projects/Sites	5	5 Projects/Sites	10	5	10										
< 3 Projects	0																	
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References Contactable references for where works was executed. <table border="1"> <tr> <td>< 3 References</td> <td>0</td> </tr> <tr> <td>3 References</td> <td>5</td> </tr> <tr> <td>>3 References</td> <td>10</td> </tr> </table> Contactable references must include site where project was done, this must include telephone or cell phone numbers, email address and contact names	< 3 References	0	3 References	5	>3 References	10	5	10										
< 3 References	0																	
3 References	5																	
>3 References	10																	
Warrantees Warranties on workmanship. <table border="1"> <tr> <td>1 - 2 years</td> <td>3</td> </tr> <tr> <td>More than 2 years</td> <td>5</td> </tr> </table> A supplier must submit in writing commitment of the duration with regards to warranties on workmanship.	1 - 2 years	3	More than 2 years	5	3	5												
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Project Manager Relevant Project Management Experience (project details and reference to be supplied) <table border="1"> <tr> <td>>5 yrs</td> <td>3 – 5 yrs</td> <td><3 yrs</td> </tr> <tr> <td>5</td> <td>2.5</td> <td>0</td> </tr> </table> Relevant Education (certified qualification certificate to be provided) <table border="1"> <tr> <td>B.Tech Elec</td> <td>NDip Elec</td> <td><NDip Elec</td> </tr> <tr> <td>5</td> <td>2.5</td> <td>0</td> </tr> </table>	>5 yrs	3 – 5 yrs	<3 yrs	5	2.5	0	B.Tech Elec	NDip Elec	<NDip Elec	5	2.5	0	[5] 2.5 2.5	10				
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Criteria Description	Minimum Threshold	Weight																								
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Semi-Skilled Labourer Relevant Experience (project details and reference to be supplied) <table border="1"> <tr> <td>>2</td> <td>1-2</td> <td><1</td> </tr> <tr> <td>5</td> <td>2.5</td> <td>0</td> </tr> </table> Relevant Education (certified qualification certificate to be provided) <table border="1"> <tr> <td>>Matric</td> <td>Matric</td> <td><Matric</td> </tr> <tr> <td>5</td> <td>2.5</td> <td>0</td> </tr> </table>	>2	1-2	<1	5	2.5	0	>Matric	Matric	<Matric	5	2.5	0	[7] 3.5 3.5	10												
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Medium Voltage Switchgear Specification – Switchgear specification to be attached Proposed Solution <table border="1"> <tr> <td>More than</td> <td>4 Way Switch</td> <td>Less than</td> </tr> <tr> <td>5</td> <td>3</td> <td>0</td> </tr> </table> Insulation Medium <table border="1"> <tr> <td>SF6 with self-pressuring CB</td> <td>SF6 with Puffer CB</td> <td>Oil / vacuum</td> </tr> <tr> <td>5</td> <td>3</td> <td>0</td> </tr> </table> Life Span (Guarantee) <table border="1"> <tr> <td>>20 years</td> <td>20 years</td> <td><20 years</td> </tr> <tr> <td>5</td> <td>3</td> <td>0</td> </tr> </table> O/C + E/F self-powered relay <table border="1"> <tr> <td>Both Relays self-powered</td> <td>Either O/C or E/F relay self-powered</td> <td>No Relays</td> </tr> <tr> <td>5</td> <td>3</td> <td>0</td> </tr> </table>	More than	4 Way Switch	Less than	5	3	0	SF6 with self-pressuring CB	SF6 with Puffer CB	Oil / vacuum	5	3	0	>20 years	20 years	<20 years	5	3	0	Both Relays self-powered	Either O/C or E/F relay self-powered	No Relays	5	3	0	[12] 3 3 3 3	[20] 5 5 5 5
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Project Program & Schedule The outcome is to be presented and delivered on or before 30 June 2022 <ul style="list-style-type: none"> • 16 Weeks 0 • 9 – 15 Weeks 3 • 8 Weeks 5 	3	5																								
Total	60	100																								

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.

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

KIMBERLEY AIRPORT

TENDER REF. No: KIM6683/2021/RFP

THE UPGRADE OF 11KV MEDIUM VOLTAGE SWITCHGEAR AT THE KIMBERLEY AIRPORT

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	
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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 **KIM6683/2021/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			

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. 11kV Medium Voltage Switchgear Installation	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

Project Manager

Make as many copies of this page as required

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria. The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
Previous Work Experience				
Position Held	Company	Start Date	End Date	Responsibilities/F unctions

Name: _____

Signed: _____

Date: _____

Schedule of Key Personnel's Details

Electrician

Make as many copies of this page as required

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
Previous Work Experience				
Position Held	Company	Start Date	End Date	Responsibilities/Functions

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

Schedule of Key Personnel's Details

Make as many copies of this page as required

Safety Officer

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria. The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
Previous Work Experience				
Position Held	Company	Start Date	End Date	Responsibilities/Functions

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

Make as many copies of this page as required



Semi-Skilled Labourer

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
Previous Work Experience				
Position Held	Company	Start Date	End Date	Responsibilities/Functions

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

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 01st December 2021 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			

FORM A 13: ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships
 Name*, Identity number*, Personal income tax number*

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

Section 5: Particulars of companies and close corporations
 Company registration number
 Close corporation number
 Tax reference number

Section 6: Record of service of the state
 Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

If any of the above boxes are marked, disclose the following:
 Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder

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

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 the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the 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)**

**PROPOSED PRODUCT FUNCTIONALITY
(SUPPLY, DELIVER, INSTALL AND COMMISSIONING METHODOLOGY AND
SPECIFICATION OF THE 11 KV MV SWITCHGEAR)**

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 (COID Act).

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Physical Address: Kimberley Airport Comp Patterson Rd Diskobolos Kimberley 8300

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 Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who 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> <p>Contractors must keep on file:</p>

ISSUE	REQUIREMENT
	<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 & Storage of 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	Employee / Peral Number

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:

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

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:
$$LC = 1 \times 100$$
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 (PPPFA), 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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	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

Short Contract (ECSC3)

A contract between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KIMBERLEY AIRPORT

(Reg No.: 1993/004149/30)

And

(Registration Number: _____)

For

11KV MEDIUM VOLTAGE SWITCHGEAR UPGRADE

Contents:

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

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Documentation prepared by:

Tshego Ntombela

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of a service provider for the following services:

Contract No. KIM6683/2021/RFP for the 11KV MEDIUM VOLTAGE SWITCHGEAR UPGRADE AT THE KIMBERLEY AIRPORT

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The offered total of the Prices inclusive of VAT is	
(in words)	

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

Signature(s)

Name(s)

Capacity

For the tenderer: *(Insert name and address of organisation)*

Name & signature of witness Date

Tenderer's CIDB registration number (if applicable)

Acceptance

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

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Employer (Insert name and address of organisation)
Airports Company South Africa SOC Limited

Kimberley Airport
P.O BOX 10000
Kimberley
Northern Cape, 8301

Name & signature of witness Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name): Address Tel No. E-mail address	AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED Registered office at Kimberley Airport P.O BOX 10000 Kimberley Northern Cape South Africa 8301 +27 44 876 9310
11.2(11)	The <i>works</i> are	11kV Medium Voltage Switchgear Upgrade at Kimberley Airport
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Kimberley Airport Landside
30.1	The <i>starting date</i> is.	Upon contract signing by both parties
11.2(2)	The <i>completion date</i> is.	24 months from the starting date, or when the 24 months contract value has been exhausted, whichever occurs first
13.2	The <i>period for reply</i> is	7 (seven) days
40	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>
41.3	The <i>defect correction period</i> is	2 (two) weeks
50.1	The <i>assessment day</i> is the	5th (fifth) of each month.
50.6	The retention is	5% of the contract value
51.2	The interest rate on late payment is	The prime lending rate of the Nedbank Bank. as determined from time to time.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Refer to Part C1.3
82.1	The <i>Employer</i> provides this insurance	Refer to Part C1.3
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.

82.1 The minimum amount of cover for the fourth insurance stated in the Insurance Table is: **As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act.**

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?

No

93.1 The *Adjudicator* is (Name) The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.

93.2(2) The *Adjudicator nominating body* is: **The current Chairman of Johannesburg Advocate's Bar Council.**

X7 Delay Damages

Delay damages for each section of the work are 2% per week to the maximum of 10% of Total of the Contract value

X10 The Employer's Agent

X10.1 The *Employer's Agent* is

Name: Tshego Ntombela

Address:
Kimberley Airport
Administration Office
Northern Cape
South Africa
7525

The authority of the *Employer's Agent* is Project Manager.

X11 Termination by Employer

X11.1 The Employer may terminate the Consultant's obligation to Provide the services for a reason not stated in this contract by notifying the Consultant.

X18 Limitation of liability

X18.1 The *Consultant's* liability to the *Employer* for indirect or consequential loss is Nil
The *Employer's* liability to the *Consultant* for indirect or consequential loss is Nil

The total Direct liability does not exceed 100% of the contract value cumulative total for either party

X18.2 The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is capped at the total of the contract price.

X18.3 The *end of liability date* is 1 years after Completion of the whole of the *services*.

93.4 The *tribunal* is: **arbitration.**

Z The Additional conditions of Z1 – Z17 contract are

Amendments to the Core Clauses

Z1 Interpretation of the law

Z1.1	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.
Z3	Other responsibilities:
Z4	Extending the defects date:
	Add the following as a new clause 42.5:
Z4.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.
Z5	Termination
Z5.1	Add the following to core clause 90.2, after the words “or its equivalent”: “or business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
	Additional Z Clauses
Z6	Cession, delegation and assignment
Z6.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i> .
Z6.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
Z7	Joint and several liability
Z7.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z7.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z7.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z8	Ethics
Z8.1	The <i>Contractor</i> undertakes:
Z8.1.1	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;

- Z8.1.2** 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.
- Z8.2** 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.
- Z8.3** 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.

Z9 Confidentiality

- Z9.1** 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.
- Z9.2** 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*.
- Z9.3** This undertaking shall not apply to –
- Z9.3.1** 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;
- Z9.3.2** 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;
- Z9.3.3** 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);
- Z9.4** 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*
- Z9.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z10 Employer's Step-in rights

- Z10.1** 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*

Z10.2 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.

Z11 Liens and Encumbrances

Z11.1 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

Z12 Intellectual Property

Z12.1 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.

Z12.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z12.3 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

Z12.4 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

Z12.5 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:

Z12.5.1 the *Contractor's* design, manufacture, construction or execution of the Works

Z12.5.2 the use of the *Contractor's* Equipment, or

Z12.5.3 the proper use of the Works.

Z12.6 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.

Z13 Dispute resolution:

Z13.1 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

Z13.2 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 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z14 Notification of a compensation event

Z14.1 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.”

Z15 BBEE and Tax Clearance Certificates

Z15.1 The *Contractor* shall be expected to annually present a compliant BEE and Tax Clearance 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.

Z16 Communication

Z16.1 **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

Z16.2 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.

Z17 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:

Z17.1 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

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Project Managing and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)¹ in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address
63.2	The percentage for overheads and profit added to the Defined Cost for people is %
63.2	The percentage for overheads and profit added to other Defined Cost is %
11.2(9)	The Price List is in the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]: excluding VAT excluding VAT

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

C1.3 INSURANCE

INSURANCE CLAUSES FOR CAPEX PROJECTS

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 building.

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.

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.

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA KIMBERLEY AIRPORT
Physical Address: Airports Company South Africa SOC Limited Kimberley Airport Administration Office Southern Office Block Northern Cape South Africa 7525

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

10. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
11. "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
12. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
13. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
14. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
15. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
16. 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.
17. This Agreement shall be binding for all work the Mandatory undertakes for the client.
18. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

3. 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.
4. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

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

FURTHER UNDERTAKING

6. 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.
7. 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.
8. 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.

- 9. 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.
- 10. 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,

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.2 Price List: The Price List is as follows

SCHEDULE A: PROVISIONAL & GENERAL

#	DESCRIPTION, note all items to be designed, supplied, installed & commissioned as applicable. Items not covered by the schedule must be listed below. If quantities are zero then provide rates only:	Unit	Qty	Rate		R Total
				Material	Installation	
A1	CONTRACTORS FIXED CHARGES					
A1.1	Loading and Off-Loading of material and equipment.	Item	1			
A1.2	Setting out of works in accordance to the specification.	Item	1			
A1.3	Cleaning of site on completion of contract.	Item	1			
A1.4	Compilation of Electrical Health and Safety Plans and file in accordance with client's OHS specification.	Item	1			
A1.5	Compliance with Environmental requirements	Item	1			
A1.6	Factory Acceptance Tests (SATs)	Item	1			
A1.7	Site Acceptance Tests (SATs)	Item	1			
A1.8	Detailed Critical Path/Schedule according to engineers specifications.	Item	1			
A1.9	Development of workshop drawings, according to the specification.	Item	1			
A1.10	Test and commissioning of complete Works to engineer and client satisfaction.	Item	1			
A1.11	CADDED "As Installed" drawings, marking up drawings of the entire MV Switchgear, MV Cabling and Fire Suppression Installation, including the provision of the necessary test certificates and manufacturers equipment details.	Item	1			
A1.12	Electrical Safety officer onsite in accordance with client safety specification.	Item	1			
A1.13	Decommissioning of Old miniature substation "A"	Item	1			
A1.14	Inspection and handing over of fully operational electrical and electronic installation.	Item	1			
A2	Insurance of works as per specification.					
A2.1	Contractual requirements	Item	1			
A2.2	Compilation of detail operational manuals and maintenance Manuals (with all test results), according to engineer's specification.	Item	1			
A2.3	Project Management & Works Supervision	Item	1			
A2.4	Marking and labeling of all cabling for all equipment installed.	Item	1			
A2.5	Complete on-site secured electrical equipment storage facility, as specified.	Item	1			
A2.6	Company and Head Office overhead costs	Item	1			
A3	P&G's cost to comply with principal contractor's terms and conditions.	Item	1			
A3.1	All or any work or anything in the Conditions of Contract or Specification or shown on the drawings not included elsewhere in the Bills of Quantities.					
Total excl.VAT carried forward to SCHEDULE C						

SCHEDULE B: 11kV MEDIUM VOLTAGE SWITCHGEAR UPGRADE

#	DESCRIPTION, note all items to be designed, supplied, installed & commissioned as applicable. Items not covered by the schedule must be listed below. If quantities are zero then provide rates only:	Unit	Qty	Rands	Rands	R Total
				Material	Installation	
B1	<u>11kV Medium Voltage Switchgear Upgrade (RMU)</u>					
	Supply and Installation and commissioning of the specified Compact MV Switchgear (RMU), including transportation to site, off-loading, storage on site, installation onto existing concrete floor, provision for Complete Relay protection and earthing. 3Nos Load break Switches and 1Nos CB for 500kVA Transformer. Private metering on the MV incomer supply					
	<i>(The rates shall exclude Load break Switches, Circuit Breaker and Private metering facility)</i>					
B1.1	4-WAY 11kV Medium Voltage Gas Insulated Ring Main Unit	No	1			
B2	<u>Load Break Switches (Disconnecter)</u>					
	Supply and Installation and commissioning of the specified Load Break Switches as specified in Technical specification.					
B2.1	200A 3 Phase 11kV 3Ø	No	3			
B3	<u>Circuit Breaker 500 kVA 11kV/400V Transformer feeder</u>					
	Supply and Installation and commissioning of the specified Circuit breaker in Technical specification.					
B3.1	Circuit Breaker 630A 3Phase 11kV	No	1			
B4	<u>MV Copper Cables for interconnection of the Ring</u>					
	Supply, delivery and laying of copper cables as specified, excluding terminations and cable supports. Lengths given are provisional and actual measurements to be determined on site prior to cable order					
	These rates shall include for the securing of cables to cable tray including clamping of vertical cable runs and lacing of horizontal cable runs whered deemed necessary. They shall also include for the laying of cables in trenches only and for pulling the cable through the sleeves.					
B4.1	35 mm ² 3 core XLPE	m	1000			
B5	<u>Cable Terminations</u>					
	Supply complete Medium Voltage 11kV 3 Core Cable Termination Kit (XLPE)					
B5.1	35 mm ² 3 core XLPE Termination	No	4			
B6	<u>Private Metering of the 11kV MV Incomer</u>					
	Provision of private metering section on the extensible part of the Switchgear.	No	1			
B7	<u>Decommissioning of the Switchgear and Minisub A</u>					
	Allow a lump sum amount for decommissioning of the old 315kVA Miniature Substation and Existing 3-WAY Medium Voltage Switchgear	No	1			

#	DESCRIPTION, note all items to be designed, supplied, installed & commissioned as applicable. Items not covered by the schedule must be listed below. If quantities are zero then provide rates only:	Unit	Qty	Rands	Rands	R Total
				Material	Installation	
B8	<u>Cable Sleeves</u>					
	Supply and Installation of Cable Sleeves as specified, in trenches or cast in concrete, excluding trenching or backfilling.					
B8.1	160mm Ø Flexible Cable Sleeve	No	1000			
B9	<u>Trenching and Excavation</u>					
	Trenching including back filling and burying MV cable consolidation and pole, stay and strut excavation as specified. 800mm deep x 600mm wide					
B9.1	Soft Rock	rate				
	Hard Rock	rate				
B10	<u>Cable Joints</u>					
	Including the supply and fitting of Cable joints, shroud, making off the cable including earth in ECC cable. Provisional Quantities only.					
B10.1	35 mm ² 3 core XLPE Joint Kit	No	8			
B11	<u>Cable Marker Tape</u>					
	Supply and Installation of Cable marker tape as specified, in trenches, excluding trenching or backfilling.					
B11.1	Cable Marker tape	m	1000			
B12	<u>Commissioning and Testing</u>					
	Allow a lump sum amount for the commissioning and testing of the installed Medium Voltage Electrical Installation, including the provision of a Compliance Certificates from the Switchgear to Minisubs.	sum				
B13	<u>Manuals and Test Certificates</u>					
	Allow a lump sum amount for providing 3 sets of Manufacturers specifications, Operating Manuals and relevant Test Certificates MV Switchgear	sum	3			
B14	<u>Fire Suppression System</u>					
	Allow a lump sum amount for the supply, Installation, commissioning, and testing of the Fire Suppression system as per design layout and specification	sum	1			
B15	<u>General Earthing</u>					
	Earthing and bonding of Structures to comply with regulations.	sum	1			
Total excl.VAT carried forward to next page						

SCHEDULE C: CALCULATION OF TENDER SUM

Total	Description	Total
A	PROVISIONAL AND GENERAL	
B	11kV MEDIUM VOLTAGE SWITCHGEAR	
1	SUB TOTAL 1 (Items A + B)	
2	PROVISIONAL SUM ITEMS	
2,1	OHS ACT Agent	R 90 000
2,6	ADD TOTAL OF PROVISIONAL SUM ITEMS (Items 2.1 to 2.9)	R 90 000
2,7	ADD CONTRACTOR'S MARK-UP ON TOTAL OF PROVISIONAL SUM (Item 2.10)	
3	SUB TOTAL 2 (Items 1 + 2.16 + 2.17)	
4	ADD 10% CONTINGENCIES	
5	SUB TOTAL 3 (Items 3 + 4)	
6	ADD 15 % VAT	
7	TENDER TOTAL INCLUDING VAT TRANSFERRED TO C1.1 (FORM OF OFFER) (Items 5 + 6)	

SCHEDULE C: CALCULATION OF TENDER SUM

Total	Description	Total
A	PROVISIONAL AND GENERAL	
B	11kV MEDIUM VOLTAGE SWITCHGEAR	
1	SUB TOTAL 1 (Items A + B)	
2	PROVISIONAL SUM ITEMS	
2,1	OHS ACT Agent	R90 000
2,2	ADD TOTAL OF PROVISIONAL SUM ITEMS (Items 2.1 to 2.3)	R90 000
2,3	ADD CONTRACTOR'S MARK-UP ON TOTAL OF PROVISIONAL SUM (Item 2.2)	
3	SUB TOTAL 2 (Items 1 + 2.16 + 2.17)	
4	ADD 10% CONTINGENCIES	
5	SUB TOTAL 3 (Items 3 + 4)	
6	ADD 15 % VAT	
7	TENDER TOTAL INCLUDING VAT TRANSFERRED TO C1.1 (FORM OF OFFER) (Items 5 + 6)	

SCHEDULE D: DAY WORKS

#	DESCRIPTION		
D1	Labour: Normal time In the rates tendered, allowance for the use of all small tools a) Unskilled b) Semi-skilled c) Skilled	R/Hr R/Hr R/Hr	
D2	Labour: Overtime (Normal) In the rates tendered, allowance for the use of all small tools a) Unskilled b) Semi-skilled c) Skilled	R/Hr R/Hr R/Hr	
D3	Material Percentage profit on nett cost of material	%	
D4	Transport and equipment a) Sedan or LDV b) 10 tonne truck c) 10 tonne mobile d) Compressor e) JCB	R/Km R/Km R/Hr R/Hr R/Hr	
Name of Tenderer:			
Signature of Tenderer:			
Date:			

C3: Scope of Work

HEADING	Contract Section
GENERAL REQUIREMENTS	C3.1
TECHNICAL REQUIREMENTS	C3.2
MANAGEMENT OF THE WORKS	C3.3
APPLICABLE STANDARDS	C3.4
GENERIC SPECIFICATIONS	C3.5
RETURNABLE TECHNICAL SCHEDULES	C3.6

PART C3.1: GENERAL REQUIREMENTS

INTRODUCTION

This Scope of Work is also referred to as the Project Specification.

Part C3.1 contains a general description of the project, available facilities, and the conditions with which the works must comply with.

Part C3.2 contains the technical requirements and specifications for the project.

Part C3.3 contains the project management requirements.

Part C3.4 contains a schedule of the standardised and particular specifications applicable to this contract.

Part C3.5 contains the generic specifications.

Part C3.6 contains the compulsory returnable technical schedules

The Supply Authority: **Sol Plaatje Municipality supply the Airport with bulk electricity on Medium Voltage level**

INTERPRETATION AND TERMINOLOGY

DESCRIPTION	ABBREVIATION/ INTERPRETATION
Alternating Current	AC
Certificate of Compliance	COC
Contract Price Adjustment	CPA
Control and Management System	CMS
Direct Current	DC
Engineering Procurement and Construction	EPC
Factory Acceptance Testing	FAT
Low Voltage	LV
Operating and Maintenance	O&M
Provisional Acceptance Test	PAT
Project Quality Plan	PQP
Project Inspection and Test Plan	ITP
Rate of Change of Frequency	ROCOF
Approved	Approved in writing by the Employer
Certificate of Practical Completion	When the whole or portion of the Works has reached a state of readiness fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding
Certificate of Completion of (Works)	As soon as the defects list issued in terms of the Certificate of Practical Completion has been duly completed, the Employer's agent shall deliver to the Contractor and the Employer a Certificate of Completion
Certificate of Final Approval	The Works shall not be considered as complete in all respects until a Final Approval Certificate has been delivered by the Employers Agent to the Employer and the Contractor
Commencement date	The date that the Agreement, made in terms of the Form of Offer and Acceptance, comes into effect
Commencement of Works	When the Contractor commence executing the Works, following instruction by the Engineer (Site handover)
Contract	The documentation of the agreement between the Contractor and Employer in terms of the Form of Offer and Acceptance
Contractor	The successful Tenderer appointed to execute the Contract
Defects Liability Period	The 12-month period commencing from the issue of the Certificate of Completion
Document	This complete set of bound conditions, specifications, Bill of Quantities, drawings and schedules also referred to as the Tender Document
Drawings	Drawings issued with the Tender Documentation
As Built / Record Drawings	As-Built Drawings of the complete plant including civil works and equipment installation specifications
Maintained	Luminaire that can be used to provide both normal and emergency lighting.
Employer	The Employer or ACSA
Employer's Agent	The Employer's Agent is BDE Consulting Engineers, acting through a director or an official authorised thereto in writing, also referred to as the Engineer
Handover	When the Contractor is given permission to enter the site and claim possession for the construction period
Install	To erect, connect up, and commission, complete with related accessories to the Engineer's satisfaction and approval
Indicated, Shown, Noted	As indicated or shown on drawings
Project Specification	The Scope of Work (Part 3C) also serves as the Project Specification
Scope of Work	The document that specifies and describe the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out
Site	The land and other places made available by the Employer, for the purpose of the Contract, on, under, over, in or through which the Works are to be executed
Similar or Equal	Equal or better in efficiency or performance and compatibility with the installation as specified
Specification	The complete Tender Document including the Scope of Work
Subcontractor	Sub-contractors appointed or utilised at the full responsibility of the Contractor

DESCRIPTION	ABBREVIATION/ INTERPRETATION
Successful Tenderer	The Tenderer appointed as Contractor
Supply	To purchase or procure and deliver complete with all necessary and additional specified accessories
Works	The Permanent Works together with such Temporary Works as may be necessary for the execution of the Works and including provisional cost items
Works Completion	The stage of the contract when the Certificate of Completion is issued

Description of work

The existing Medium Voltage switchgear has become obsolete and therefore needs to be upgraded to latest technology. The current configuration is such that MV RMU(MV switchgear) in the switch room comprises three panels, 1 main incomer panel, one transformer feeder and the third panel interlinking the remainder of open loop network. The existing ring main unit (three panel MV switchgear) to be replaced with four panel gas insulated switchgear. The incomer cabling from the Municipality into Airport local medium voltage ring main unit (RMU) will be replaced with new 95mm² XLPE cabling.

The technical details of the new Gas insulated RMU can be found on the drawing layout of newly proposed equipment and can be read in conjunction with technical specification. The miniature substation A (which is the first node of the existing medium voltage network) has been found to be almost the same age as main incomer switchgear. This miniature substation A shall be decommissioned and the MV interlink between miniature substation B downstream will be jointed to be directly terminated onto the newly proposed MV switchgear.

The proposed switchgear will comprise one incoming switch disconnector and two switch disconnectors three outgoing medium voltage breakers, of which the third leg will be spare breaker for future link from the PV miniature substation to complete existing facility ring configuration network, see *K3030E-E-800 Single line diagram*.

The assessment and study of the existing was carried out whereby, it has been discovered that the existing 315kVA serves no useful purpose and therefore will be decommissioned mainly because it is old and nearing its lifespan and then new MV interconnection cable joint is proposed to link the existing cable connection from minisub B and newly proposed MV switchgear. This will affect operating philosophy of the 400V LV panel. The 500kVA oil transformer is deemed to be sufficient to supply the entire network.

This conclusion is merely based upon the recorded maximum power consumption from power loggers graph attached below, see *figure 14 and 15* and also 12-month period of energy bill obtained from the Airport. The existing bus-coupler will be decommissioned, and the two separate LV busbars will be physically connected to form one continuous busbar. The current changeover switch provides interlock between 315kVA minisub LV and the 300kVA standby generator. The proposal is to provide new Automatic Transfer Switch (ATS) breakers for 500kVA transformer and newly proposed 500kVA standby generator. Fire Suppression system will be designed for the MV switch-room. The design will also make a provision to integrate PV Solar plant to complete ring configuration of the facility see *figure 6* below.

CONTRACTOR'S RESPONSIBILITY

This document sets the general technical requirements for the Supply, Installation, Commissioning and Maintenance during the Defects Liability Period for the project, to be established by the Contractor after approval by the Engineer

The definitions and guidelines, quality management and minimum codes and standards, but not limited to, forms part of this document.

It is the responsibility of the Contractor to deliver a complete and fully functional installation with the required commissioning, to the Employer and to the approval of the Engineer.

All materials supplied must carry a guarantee and be new. The installation must comply with this Specification and the Standardised Specifications (refer to Part C3.4: Applicable Standards). Workmanship must be of the best quality and be carried out in accordance with the Occupational Health and Safety (Act 85 of 1993).

The Specification, Drawings and Bill of Quantities show the general scope of the work and not all technical details are necessarily shown. The responsibility lies with the Contractor to provide for all equipment and materials in order to furnish a complete functional installation according to the outcomes of this specification.

Over and above the compulsory site inspection or clarification meeting, prospective Tenderers must visit the site and must make sure of the circumstances of the site and installation methods that will be required such as scaffolding, wiring, etc. No claims due to lack of knowledge in this regard will be entertained after appointment of the successful Tenderer.

Installation of luminaires will mainly take place after working hours and the tenderer must allow for this as part of his tender and must be included in rates offered. Rates must nevertheless be for a complete installation for the correct operation of the appliance.

ACSA's OBJECTIVES

ACSA's main objectives for the installation are as follows:

- To save on electricity drawn from the Grid and to reduce the carbon footprint of Kimberley Airport;
- To provide an energy efficient building that can showcase ACSA's involvement and willingness to invest in new technology to reduce energy consumption.

STATUTORY REQUIREMENTS SPECIFICATIONS AND STANDARDS

The construction activities and final Works shall comply with the statutory requirements as amended to date and relevant guidelines and regulations, *inter alia*:

The Occupational Health and Safety (Act 85 of 1993).
Environmental Conservation Act (Act 50 of 2003).
Civil Aviation Act (Act 13 of 2009)
Municipal bylaws and regulations.
Standards and Specifications of the ACSA.
Standards and Specifications of the Supply Authority.
Applicable relevant standards and codes of practice, whether BS, IEC, NRS or SANS.

CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS

Should there be conflict between the Specifications and the Drawings then Parts shall be considered in the following order of priority:

Scope of Work (Project Specification)
Bill of Quantities
Drawings
Standard Technical Specifications

Should the Contractor note an inconsistency between various Parts and Sections of the Document, the Contractor shall be responsible to notify the Employer and obtaining clarification or instructions prior to ordering or installing equipment.

ITEMS REQUIRING SPECIAL ATTENTION

As the work progresses, the Contractor shall keep an accurate record of any variation or deviation from the original design and drawings submitted by the Contractor and approved by the Engineer. Marked up interim as built drawings shall be submitted in this regard with each payment claim. No payment will be certified by the project engineer if an interim as built drawing is not received.

Within 14 (fourteen) days after the Practical Completion of the project by the Contractor, a Certificate of Completion, test certificates and a set of co-ordinated "As Built" drawings must be handed over to the Employer.

It is important to note that the Works completion and start of the Defects Liability stage is not reached until such completion documentation is in the possession of the Employer.

Final Contract payment at Works Completion stage will not be certified unless the required completion documentation has been submitted to the Employer.

All test certificates of the various manufacturers/suppliers as well as site test certificates must be provided to the Engineer before equipment and or material will be accepted.

LABOUR

It is the intention of the Employer that the project, of which this Contract is a part, must make the maximum possible use of the local labour force. To this end the Contractor shall limit the use of non-local staff to key personnel only and is to employ local labour on this Contract. The Tenderer must state in the corresponding schedules details of non-local labour and supervisory staff that the Contractor intends using on this contract.

Note that labour from Labour Brokers is not allowed on the Contract.

TRAINING

The Contractor shall be responsible for the operation and maintenance training of Employer staff as indicated in the Bill of Quantities.

Allowance is also made for Enterprise Development under a PC Sum allowed for this purpose. The details shall be provided to the successful Contractor.

OCCUPATIONAL HEALTH AND SAFETY ACT (Act 85 of 1993)

The Contractor shall meet the health and safety requirements as stipulated in health and safety plan specification, Part C3.1 Generic Specifications: Occupational Health and Safety Specifications.

The Contractor shall be obliged to sign an Occupational Health and Safety Mandatory agreement as per the pro-forma agreement in Part C1.4.

It is confirmed that the Contractor will not act as agent for the Employer as contemplated in Section 4.5 of the Construction Regulations, promulgated in terms of the Occupational Health and Safety Act 85 of 1993. A suitably qualified competent person shall be appointed by the Employer to undertake the responsibilities of the Employer as laid down in these Regulations.

SAFETY PROCEDURE: NETWORK SWITCHING

Any switching of existing power supplies shall be arranged beforehand with the Responsible Person of the ACSA.

The Contractor shall not perform work on any portion of a network until such portions have been isolated, earthed and tested with the appropriate labelling.

The Contractor shall request a written "Work Permit" from the Responsible Person, which shall be completed in duplicate. The original "Work Permit" shall be retained by the Contractor until completion of his work. Upon completion of the work, the Contractor shall sign a statement to this effect. He shall hand this statement, as well as the used "Work Permit" to the Responsible Person, to enable the latter to re-energise the relevant portion/portions of the network.

SCHEDULES TO BE COMPLETED

All schedules included in this tender document including the Returnable Technical Schedules in Part C3.6 must be completed. Failure to complete the schedules shall disqualify the tenderer as it is imperative to know what equipment is part of the tenderer's proposal.

Local Manufacturing

11kV Ring Main Unit (Switchgear Panel) shall be manufactured in South Africa and all relevant tests (FAT etc) to be carried out before despatch to Project site. All relevant IEC standards shall be fully adhered to.

PART C3.2: TECHNICAL REQUIREMENTS

GENERAL CONSIDERATIONS FOR METHOD STATEMENT

Factory acceptance tests;

Construction Site requirements: list of machines / tools / equipment required at the Site.

Cleaning of the building Site related to their Scope of Works and services only (including periodic cleaning during the Construction period and final cleaning);

Provide working contracts and list of workers present on site on daily basis;

Site data

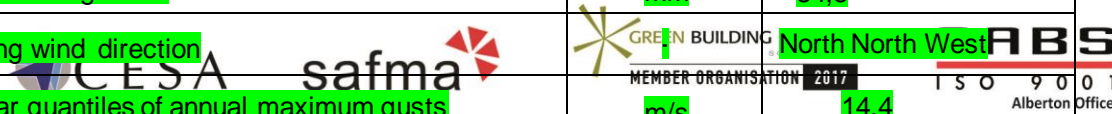
Note that the following site data is for tender purposes only. It is the responsibility of the Contractor to verify the data for design purposes.

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:

Project location and characteristics	Unit	Value
Latitude (Site)	°	28°47'41.21"S
Longitude (Site)	°	24°46'24.99"E

Applicable site conditions	Unit	Value
Maximum absolute temperature	°C	32,8
Minimum absolute temperature	°C	2,8
Monthly average temp. of the hottest month	°C	26,05
Corrosion conditions		Moderate
Pollution conditions		Moderate
Relative Humidity	%	59% max, 36% min
Atmosphere		Dry in summer Semi Damp in winter
Monthly average rain	mm	34,5
Prevailing wind direction		North North West
1:50 Year quantiles of annual maximum gusts	m/s	14,4
1:50 Year quantiles of annual maximum hourly mean wind speeds	m/s	4,12
Air dust maximum (not existent, low, medium, high, extremely high)		Medium dusty


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Soil average thermal resistivity		N/A
Ground Flash Density Lightning Strikes	/km ² /year	4.4

Electrical network status	Value
Maximum short circuit current at the Substation	11 kV - 25 kA 400 V – 35 kA
System nominal voltage	11 / 0.400 / 0.230 kV
System highest voltage	12 / 0.45 / 0.26 kV
Contractual voltage	11 kV
Frequency + possible variation	50 Hz ± 1%
Neutral grounding system	Solid

General Technical Requirements

All electrical equipment and materials supplied shall be new, the best of quality and designed to ensure satisfactory operation under varying atmosphere, climatic, humid tropical conditions without distortion and deterioration in any part affecting efficiency and reliability of the systems.

All equipment shall also be designed to provide the necessary safety to human life and property during operation and maintenance and particular attention shall be given to electrical safety precautions. The Contractor shall pre-check the finishing paint work and touch up all damaged parts after the installation of equipment.

The Contractor shall provide manufacturer's literature including manufacturer's data on maintenance and operation of all equipment installed. Relevant catalogues of all materials, instruments, equipment, components, etc. supplied shall be included in this Tender. All electrical equipment and materials shall be permanently and legibly marked to indicate clearly the name of the manufacturer or the registered trade name or registered trademark.

All equipment and materials shall be new and unused. All materials must be of the type and quality to ensure that the work complies with the requirements of the ISO 9001 Specifications and must be suitable for the site conditions. Site conditions must include all aspects regarding environmental conditions, installation location, storage and aspects regarding normal use, wear and tear. All systems and subsystems shall have internal protection against over-voltage and lightning surges on all communication, audio and power lines. The contractor shall take cognisance of the information regarding quality of electrical supply and lighting probability applicable to this installation.

MEDIUM VOLTAGE SWITCHGEAR

11kV Medium Voltage Ring Main Unit Switchgear

RMU shall be complete with all components necessary for its effective and trouble-free operation along with associated equipment etc. such components should be deemed to be within the scope of supplier's supply. The design of the switchgear shall be exclusive and specific responsibility of supplier and should be compliant with the current good engineering practice, the relevant international codes and recommendations, the project specific requirements. The RMU should be fixed type SF-6, insulated circuit breakers, with O/C & E/F relay for the protection of the transformer. It should be maintenance free equipment, having stainless steel robotically welded enclosure.

The newly proposed RMU shall be 4-way- 11kV Gas (SF6) Insulated with 3 Nos 630A Load break switches and 1Nos. SF6 Insulated CB of suitable rating. A Ring Main Unit (RMU) shall be totally sealed, gas-insulated compact switchgear unit. The primary switching devices can be either switch disconnectors or circuit breakers. The configuration of these primary switching devices shall as per drawing layout. The internal of the RMU shall be fully

tested for internal arc withstand. This Ring Main Unit shall be extensible for secondary distribution applications of 11kV. This Ring Main Unit shall be a compact unit with a combination of all Medium Voltage functional units to enable connection, supply and protection of transformers on either open or closed ring or radial network.

EXTENSIBILITY

Each combination of RMU shall have the provision for extension by load break isolators / breakers in future, with suitable accessories and necessary Busbar. The equipment shall be well designed to provide any kind of extension / trunking chamber for connecting and housing extensible Busbars. Extensible isolators and circuit breakers shall be individually housed in separate SF6 gas enclosures. Multiple devices inside single gas tank / enclosure will not be acceptable. In case of extensible circuit breakers, the Breaker should be capable of necessary short circuit operations as per IEC at 20 KA, and the Breaker should have a rated current carrying capacity of 200 A to 630 A depending on the feeder load.

LOAD BREAK SWITCH (Switch Disconnecter)

It shall have the following:

- Manually operated 12 KV, 630A Load Break switch and Earthing Switch with making capacity
- "Live Cable" LED Indicators through Capacitor Voltage Dividers mounted on the bushings.
- Mechanical ON/OFF/EARTH Indication
- Anti-reflex operating handle
- Cable Testing facility without disconnecting the cable terminations, cable joints and terminal protectors on the bushings. Cable terminations
- Cable boxes suitable for 1 X 3C x 300 sq mm XLPE Cable with right angle Cable Termination Protectors.

CIRCUIT BREAKER

It shall have the following:

- Manually operated 200A/ 630A SF6 / Vacuum circuit breaker and Ear thing Switch with making capacity
- Mechanical tripped on fault indicator
- Auxiliary contacts 1NO and 1NC
- Anti-reflex operating handle
- "Live Cable" LED Indicators through Capacitor Voltage Dividers mounted on the bushings.
- O/C + E/F self-powered relay
- Shunt Trip circuit for external trip signal
- Mechanical ON/OFF/EARTH Indication
- Cable boxes suitable for 1 X 3C x 300mm² XLPE Cable with right angle Cable Termination / protectors / boots
- Circuit breaker with a protection relay for transformers for 500 kVA

PRIVATE METERING

The Switchgear shall have provision for private metering of the incoming feeder supply

Cable Reticulation Management

The electrical contractor shall supply and install all cable trays and/or ladders as required by the cable routes including the necessary supports, clamps, fixing materials, bends, angles, junctions, reducers, T-pieces etc. All metal trays, trunking and other wireways shall be earthed and be bonded at all joints according to SANS 10142-1-2.

Metal Cable Trays

Metal cable trays shall be manufactured from perforated rolled steel which shall be hot dipped galvanised to SABS 763.

Accessories

Horizontal and vertical bends, T-junctions and cross connections shall be supplied by the Electrical Contractor. The dimensions of these connections shall correspond to the dimensions of the linear sections

to which they are connected. The radius of all bends shall be 1 m minimum. The inside dimensions of horizontal angles or connections shall be large enough to ensure that the allowable bending radius of the cables is not exceeded. Sharp angles shall be 450 mitred.

All the accessories shall be hot-dipped galvanised to SABS 763. Only accessories by the manufacturer shall be accepted.

Supports

Cable tray supports shall consist of two steel hanger rods of at least 8 mm in diameter, on both sides of the tray with a substantial steel cross-member on the underside of the tray and bolted to the rods. Alternatively, cable trays may be cantilevered from walls on suitable brackets.

The supports must be strong enough and fixed at distance which will prevent the cable tray from sagging more than 6 mm over a 2metre distance.

Fixing to the Structure

Where installed on concrete or brick, the supports for cable trays and ladders shall be securely fixed by means of at least 2 heavy duty, expansion type anchor bolts. Cantilevered trays shall be supported by a minimum of two 6 mm diameter expansion bolts per support.

It is the responsibility of the Electrical Contractor to ensure that adequate fixing is provided since cable trays and ladders that work loose shall be rectified at his expense. The fixing shall consider site conditions that prevail during installation.

Where installed on vertical steelwork, cable trays and ladders shall be fixed by means of 6 mm diameter bolts and nuts.

On horizontal steelwork, use may alternatively be made of "HILTI" type fasteners.

Horizontal trays and ladders shall in general be installed 450 mm below slabs, ceilings, etc. to facilitate access during installation of cables.

Multiple runs shall be spaced at least 300 - mm apart unless a different spacing is specified in the Project Specification.

Metal trays and ladders shall be bonded to the earth bar of the switchboard to which the cables are connected. Additional bare copper stranded conductors or copper tape shall be bolted to the tray or ladder where the electrical continuity cannot be guaranteed. These additional conductors or tapes shall always be installed in outdoor applications and in coastal regions.

ELECTRICAL CABLING AND WIRING

Voltage – 11 kV

Conductor type – Stranded and compacted to class 2 of SANS 1411-1

Cable type – XLPE

Compliance with SANS 1339

Insulation – shall comply with requirements of type A of SANS 1411-4

PART C3.3: MANAGEMENT OF THE WORKS

1. PROGRAM AND KEY MILESTONES

It will be expected from the Electrical Contractor to work in close collaboration with ACSA personnel.

The Special Documentation Required, indicated in Part T2.2, Form C11, shall be submitted with the Tender

The contract Commencement Date is the date that the Form of Offer and Acceptance, Part C1.1 is signed. It is the intention of the Employer to make the appointment as soon as possible after the bid closing date.

The documentation required before commencement with Works are (Refer to Part C1.2 Part 1: contract Data Provided by the Employer, Clause 5):

Health and Safety Plan within 14 days of the Commencement Date;

The Contractor shall submit a program of works for approval by the Employer within 14 days of the Commencement Date.

The Contractor shall submit a Performance Guarantee (refer to Part C1.3) within 14 days of the Commencement Date.

Proof of Insurance within 14 days of the Commencement Date;

The final Design Document and drawings shall be submitted within 28 days of the Commencement Date for Approval by the Engineer.

The Commencement of Works shall follow 14 days after approval of the final Design Document and formal instruction by the Engineer.

The required factory acceptance tests shall be clarified with the Engineer before delivery.

The Practical Completion Certificate shall only be issued following the successful completion of the Provisional Acceptance Tests in terms of the approved Project Inspection and Test Plan. The Project Inspection and Test Plan must be submitted with the tender in term of Form C11 included in Part T2: Returnable Schedules.

Defects documented in terms of the Practical Completion Certificate shall be corrected within 14 days of the date that the Practical Completion Certificate is issued;

Works Completion certification shall only be issued after the correction of all defects and after the plant is fully completed and compliant;

The Defects Liability Period is 12 months, starting on the date that the Works Completion Certificate is issued;

Functional, manufacturing and installation defects during Defects Liability Period shall be corrected by the Contractor free of cost for the Employer.

The Final Completion Certificate, following the Defects 12 months Liability Period, shall be issued by the Engineer starting on the date on which the Works are completed, and all defects corrected in accordance with the Contract. The Works shall not be considered as complete in all respects until a Final Approval Certificate has been delivered by the Engineer to the Employer and the Contractor

MATERIAL QUALITY SPECIFICATION

The Contractor shall ensure that all components and materials supplied are designed, manufactured and tested in accordance with the latest applicable IEC and SANS standards.

Equipment Products, Components and/or Accessories must conform to all applicable Product Safety Standards appropriate for the intended markets.

The Contractor shall ensure appropriate certification and independent testing has been carried out on any materials and products proposed.

The Contractor shall ensure materials and products used are suitable for the specified service conditions.

The Contractor shall ensure materials and products delivered to site bear the manufacturer's name, brand name and any other data required to verify that their performance and specification complies with the requirements of this document and the Employer's Project Specific Requirements.

All works, materials, parts, components etc. supplied shall be new and of best quality and shall comply with the relevant current specification of the South African Bureau of Standards or of the British Standards Institution (such specifications being hereafter referred to as SABS or BS) and shall bear the SABS or BS mark.

PROJECT MEETINGS

Regular meetings of a general shall be convened and chaired by the designated person as shown in the table below.

Title and Purpose	Approximate Time & Interval	Location	Chairperson	Required Attendance
<u>Kick-off Meeting</u> - To discuss implementation strategy and agree timelines	90 minutes Once off	Kimberley Airport	Project Engineer	- SCM - The Project Manager - Contractor - Project Engineer
<u>Construction Progress</u> - To track progress as per approved programme - To discuss claims related issues - To discuss Health & Safety performance	60 minutes Monthly	Kimberley Airport	The Contractor	- The Project Engineer - The Contractor - The Project Manager
<u>Risk Reduction</u> - To discuss means to mitigate identified risks that can have an impact on project execution.	60 minutes Bi-monthly	Kimberley Airport	Project Manager / Engineer	- The Project Engineer - The Contractor - The Project Manager
<u>Compensation Events</u> - To discuss compensation events that the Contractor has submitted	As and when required	Kimberley Airport	Project Manager / Engineer	- The Project Engineer - The Contractor - The Project Manager

WORKSHOP DRAWINGS

Workshop drawings of all equipments are to be submitted for approval before any ordering or installation commence.

A sample room (office) shall be constructed to assess the contractor's work and then only may work proceed to the rest of the project.

CONTRACT PRICE ADJUSTMENT

The tender calls for a fix price for the construction period offered in terms of the envisage program of the Employer. However, the Contractor shall submit the Tender Price Basis, the Contract Price Adjustment Schedule applicable as well as a list of Special Equipment influenced by the exchange rate (Refer to Form C9 in Part T2: Returnable Schedules).

PROVISIONAL AND GENERAL ITEMS

Details of the allowance for provisional and general items shall be as per the Bill of Quantities. Items not allowed for but required by the Contractor shall be added by the Contractor in die space allowed for this purpose in the Bill of Quantities.

Additional provisional and general items/cost will not be entertained after the appointment of the Contractor.

Site security and storage

The Contractor shall guard and/or provide ACSA approved security for the project *inter alia*:
Equipment, material, tools and other items used in connection with the construction of the Plants;
The subcontract works;
Its employees and subcontractors to the extent required.

The Contractor shall provide secure and appropriate storage on the Site (or at nearby locations at the Contractor's cost) and properly identify all materials, supplies and equipment required for permanent and temporary Construction of the Plant.

Consumables and utilities - electricity, water, sewage and waste disposal services

The Contractor is responsible to provide a site office, a change room, a storage container and the required toilets in respect with the local regulations.

If the Contractor needs any other facility, it is the Contractor's responsibility to bring its equipment on site at its own costs, and make sure it will be usable without interfering with the other activities on site.

The Contractor shall be responsible for removing of all waste materials and rubbish during construction and after completion of the project. Hazardous Items to be disposed of shall be done according to legislation to approved facilities such as the instance of Fluorescent lamps.

PC SUMS

PC Sums have been allowed for in the Bill of Quantities. The total of the amounts allowed for the various works have been transferred to the summary sheet and will form part of the total tender price. The Contractor shall indicate the mark-up on the PC Sums, if so required, in the space allowed for this in the BOQ.

Details of the works to be done under the PC Sums will be provided to the successful Contractor. Three quotes shall be required for works under the PC Sums.

The following items will be priced and done under the PC Sums allowed for the purpose:

- OHS ACT Agent;
- Enterprise development;
- Incentive for broad-based black empowerment;
- QOS Logger

DRAWINGS AND TECHNICAL DOCUMENTATION

The following documentation is included Volume 4 of the Document:

- BDE drawings;
- Project board details;

PROJECT BOARD

A standard "CESA" project board is required for the project and shall be allowed for by the Contractor under the Provisional and General items in the Bill of Quantities. Refer to Volume 4 for details of the required project board.

Project board to be erected within 4 weeks of the commencement of works.

ENVIRONMENT

The Environmental requirements are specified in Part C3.5: Generic Specifications.

Waste disposal facilities must be approved for the recycling of all fluorescent lamps. The National Environmental Management Waste Act must be complied with.

HEALTH AND SAFETY

Health and Safety requirements and procedures are specified in Part C3.5: Generic Specifications.

RECORDING OF WEATHER

The contractor shall provide a rain gauge and maximum/minimum thermometer. He shall erect them according to the requirements of the weather bureau. The contractor shall record and keep a record of the daily rainfall and maximum/minimum temperatures and supply the data to the Employer on a daily basis.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations under Provisional and General items.

QUALITY MANAGEMENT

The Employer expects the Contractor to engage in safety culture initiatives.

The Employer places emphasis on the provision of a comprehensive Quality Management System (QMS) for all phases of the Project. The Contractor shall develop and submit a Quality Management Plan (QMP) with the Tender (Part T2: Returnable Documents: Form C11). The QMP shall describe the project quality requirements

The Contractor must appoint a designated individual to function as Project Quality Specialist within the Contractors organization, who will be responsible for the quality management of the work package, carried out. The Contractor Project Quality Specialist will report directly to the Employers Project Quality Manager for all Quality related activities within the project.

The Contractor shall submit a Project Inspection and Test Plan (ITP) with the Tender (Part T2: Returnable Documents: Form C11), for all equipment/services included in the Scope of Work which is in line with the requirements stipulated. The project ITP shall detail all elements of the equipment/services and shall itemize the required quality intervention levels for each of these components alongside the criticality rating of each of these ITP's which shall be submitted to the Employer for review and inclusion of the Employers intervention points.

The Contractor shall indicate in the project ITP which items are of a proprietary nature where the level of certification is limited to standard documentation and certificates of conformity.

All equipment / material / components in terms of product realization shall be listed in accordance with the planning and Bill of Quantities and is to be regularly updated and supplied to the Employer.

The Contractor shall be responsible for all first level quality inspection activities. In keeping with Quality Management best practices and Employer risk management, the Employer shall undertake and execute all 2nd level inspections and related quality activities. All Third Party Statutory quality activities shall be performed by an approved inspection authority recognized in terms of applicable South African legislation and appointed by the Employer.

The Contractor shall incorporate these fundamentals in their procedures so as to demonstrate to the Employer the incorporation of such principles in the procedures, systems and training to create awareness and compliant behaviour / decisions to these fundamentals.

INSPECTION TESTING AND COMMISSIONING

The Project Inspection and Test Plan (ITP) to be submitted as part of the compulsory Returnable Schedules

(Part T2: Returnable Documents: Form C11), shall comply with the minimum inspection, testing and commissioning requirement described in this Section.

This section describes the minimum requirements of inspections, tests and performance verification that the Contractor shall demonstrate during execution and operation of the project. These tests are defined under:

Tests before Installation;
Tests after Installation;
Tests on Completion; and
Tests after Completion;
Final commissioning.

At least 2 weeks prior to start of any tests, the Contractor shall provide to Employer and Employer's Representative detailed information regarding test schedules, testing methodology and equipment to be used and the criteria of acceptance of each test types. Test methodologies and acceptance criteria shall be prepared according to general requirements defined in IEC 62446, IEC 60364-6 and according to the current best commissioning practice. The Employer and Employer's Representative along with the Contractor shall agree on test methodology and acceptance criteria, prior running the test. The following information shall be submitted:

Test program and standards;
Manpower and deployment schedule of the Contractor for performing the tests forms of test records and report;
Description of instrumentation to be used, including accuracy, and calibration test results;
Method of data recording and evaluation method and acceptance/rejection criteria.

The tests and commissioning shall include:

MV Switchgear Unit.
MV Cabling
Fire Suppression System

General Requirements

The Contractor shall adhere to the following requirements:

Factory Acceptance Tests

The Contractor shall allow FAT for the following:

All Locally Manufactured items;

Standards Applicable

Refer IEC 62337 Commissioning of Electrical, Instrumentation and Control systems.

Personnel and Facilities

Inspect, test, commission and perform all relevant tests on site to demonstrate compliance with the Contract, as built (design) documents and standards.

Provide facilities necessary to enable the inspection, testing, commissioning and performance testing of the Work to be satisfactorily completed including labour, equipment, materials, instruments, consumable materials, electrical power, fuel, lubricants, water, and such like.

Provide staff with the relevant skills and competence for the inspection, testing, commissioning, performance testing and witnessing required.

Provide a supervising commissioning technician that has a minimum of 2 years' experience in the commissioning and performance testing of similar installations.

Be responsible for all Health & Safety requirements during commissioning. The Contractor shall provide a Safety Briefing for all personnel who will carry out or witness the tests and shall ensure that such personnel comply with all applicable Health & Safety procedures at all times during the tests. The Contractor shall cease any testing in the event that any unsafe conditions rise.

Provide the opportunity to the Employer and Employer's representatives to witness all commissioning tests. The Employer shall provide reasonable and adequate notice to the Contractor that other parties have been invited to witness the tests and the Contractor shall provide all facilities and support that are reasonably required by The Employer for such parties to witness the tests.

Shall co-operate and co-ordinate with the Employer, Employer's representatives and the Employer in a best way to ensure the commissioning activities are performed respecting all Employers' requirement and not effecting the Employer's normal site operation and maintenance.

Execute commissioning activities respecting all legal, environmental and administrative Requirements.
Co-operate with the Employer and with the supply authority (electricity provider to the Employer) for verification of their requirement during project installation, commissioning and operation.

Shall aim to execute all construction and commissioning activities at any time in the most diligent manner at highest level of professionalism and considering the best practice and in good workmanship.

Instruments

Provide any instruments or other equipment for the Employer to review the accuracy, quality and performance of the Work. Provide any assistance required by Employer in the use of instruments and measuring equipment.

Ensure that instruments used for survey work, checking, inspection, testing, commissioning and performance monitoring are correctly calibrated according to their relevant standards. The contractor shall submit the valid calibration certificates with method statements and test records.

Provide temporary communication equipment as necessary to enable the commissioning team to carry out their tasks safely and effectively. Ensure temporary communication equipment does not cause interference with equipment owned or operated by any other parties.

Defects and Delays

Submit without delay any record that indicates that any part of the Works inspected or tested does not comply with the Contract Documents along with a method statement for the proposed remedial works including measures to be taken to prevent any delay to the program.

Rectify any defects that become apparent during inspection, testing, commissioning and performance testing. Retest defective parts, and any associated interdependent systems, and demonstrate compliance with the Contract Documents.

Test protocols and reports

Provide the detailed test protocol to the Employer and the Employer's representative, at least two (2) weeks before the commencement of any tests during commissioning. The Employer, Employer's representative and the Contractor shall agree on test protocol before the commencement of any tests. The Test protocol shall include but not limited to:

Definition of each test type and test methods;

List of equipment to be used along with their specification and relevant certificates;

Duration of each test;

Test evaluation method and Acceptance/Rejection criteria.

Provide the report to the Employer and the Employer's representative upon the successful completion of the tests during commissioning and issue of the Certificate of Practical Completion. The report shall include following but not limited to:

Overview

General Information:

Company profiles.

Acceptance protocols:

SANS 10142 certificates;

CoC

MV Switchgear:

Data sheet;

Certificates;

Manual;

Cables and connectors:

List of installed cables;

Data wire cable data sheets and certificates;

Connector details
Plans and drawings:
Schematic and layout drawing;

Circuit Breakers and Load Break Switches:

Data sheet;
Certificates;
Manual;

Protection Relays:

Data sheet;
Certificates;
Manual;

Fire Suppression System

Workshop Drawings

CONTRACTORS GUARANTEE ON PERFORMANCE AND AVAILABILITY

The Contractor shall provide component warranty, guaranteed performance and plant availability values as specified in the Technical Schedules, Part C3.6 Item 17.

The complete Works and all the associated equipment shall be fully guaranteed against functional, suppliers and manufacturing defects for the 12-month Defects Liability Period, commencing from the date on which the Practical Completion Certificate has been issued by the Employer.

Should any item or any of its constituents fail as a result of construction or manufacturing defects within the abovementioned period the Contractor shall be responsible for locating and repairing the fault and testing and re-commissioning the unit/item at no cost to the Employer. Such component which has to be replaced or repaired shall then be guaranteed for an additional 12-month period from date of re-energizing.

WARRANTIES

The required minimum warranties are included in Part C3.6 Item 18 of the returnable technical schedules under each item.

SPARES

The following spares must be provided and handed over to the Employer at Practical Completion.

EXISTING INSTALLATION

Care must be taken not to damage any existing ACSA property especially cabling and power infrastructure. The contractor will be responsible for replacement of any damaged goods for his own account. Only new items will be accepted whether the existing item was old or new. The Contractor shall be required to carry out existing cable route identification along the anticipated cable route and other wet services to minimise the risk of damaged infrastructure.

All ACSA assets leaving their premises must be signed out and indicated on an interim as built drawing.

PART C3.4: APPLICABLE STANDARDS

All equipment and services supplied shall comply with the standards listed below. These standards are applicable to the Contract over and above the specific standards indicated in Part 2 & Part 3:

STANDARD	DESCRIPTION
SANS 9001	Quality management systems – Requirements
SANS 60529	Degrees of protection provided by enclosures (IP Code)
ACSA	ACSA Electricity Distribution Guidelines
SACAA	Civil Aviation Act (Act 13 of 2009)
OHS Act	The Occupational Health and Safety (Act 85 of 1993).
NEMA	Environmental Conservation Act (Act 50 of 2003).
Munic bylaws	Municipal bylaws and regulations.
ACSA	Electrical Standards and Specifications of ACSA.

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

1. Access limitations

Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will be forming part of staff that will be executing the works shall be issued with permits.

2. Ground conditions in areas affected by work in this contract

This is will not be applicable in the MV Switchroom since the works will be carried out on the existing concrete plinths structures which does not require any excavations. However, they might be a need to excavate for the cablework from the PV miniature substation to newly proposed MV Switchgear.

3. Hidden and other services within the *site*

There is a little information regarding existing services around the area where works will be performed. There is no sufficient available As-built information.

4. Details of existing buildings / facilities and Infrastructure which **Contractor** is required to work on

The areas of work include inter alia:

- MV Switchroom
- 315kVA Miniature Substation “A” in front of MV Switchroom.