

TENDER DOCUMENT

FOR

**Maintenance of Standby Generator and Service of
Ancillary Equipment for a period of 3 years at O.R
Tambo International**

Tender Reference Number: ORT6603/2021/RFP

August 2021

Issued by

Airports Company South Africa
O.R. Tambo International Airport

Note:

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

VOLUME 1

NAME OF TENDERER:

TENDERER'S DETAILS

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

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the **Maintenance of Standby Generator and Service of Ancillary Equipment for a period of 3 years at the O.R Tambo International Airport**

Only tenderers who are a CIDB contractor grading of **3EP/3EB** or higher as stated on the Tender Data may submit tender offers.

Tender Document Availability

Tender document is available from the **17th of August 2021** for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and 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

E-mail address: sekwati.nkwana@airports.co.za

Closing date for enquiries is the **8th of September 2021 at 16:00pm close of business.**

Non-Compulsory Tender Briefing

A non-compulsory clarification meeting with representatives of the Employer will take place via **MICROSOFT TEAMS** on the **27th of August 2021** starting at **12:30pm**. Please follow this link for the meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTUzNDdmZGMtYmlyMi00YjZiLTg3NTMtNmIwOGJiZjc5NTQ1%40thread.v2/0?context=%7b%22id%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22Oid%22%3a%225f68c6fc-5041-4fa7-ab7c-588bd0d4c23c%22%7d

Bidders are requested to submit contacts (Name of bidder, contact person name, e-mail address, and contact number) for access to information that is intellectual property and confidential. Bidders will be required sign a non-disclosure and confidentiality form (Form C13 in this bid document)

Closing Date

The closing date and time for receipt of tenders is the **15th of September 2021 at 12h00 pm** (South African Standard Time). Tenders must be placed inside **Tender Box B at the O. R. Tambo International Airport,**

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

No late tenders will be accepted.

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

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

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

T1.2 Tender Data

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

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

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Returnable Document</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2: Pricing Schedule</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity Schedule with Price List</p> <p>Part C3: Service Information</p> <p>Part C4: Site information</p>
C.1.4	<p>The Employer's Agent is: Sekwati Nkwana</p> <p>Telephone number: 011 723 7922</p> <p>Email address: sekwati.nkwana@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>

C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <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> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS

C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p>

	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 bids will not be considered. (If applicable please copy the clause as per SFU 2019)
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: ACSA North Wings Offices International Terminal Building 3rd Floor O. R. Tambo International Airport TENDER BOX B</p> <p>Physical address: ACSA North Wings Offices International Terminal Building 3rd Floor O. R. Tambo International Airport</p> <p>Identification details: Bid Ref. No: ORT6603/2021/RFP</p> <p>Title: Maintenance of Standby Generator and Service of Ancillary Equipment for a period of 3 years at O.R Tambo International Airport</p>

	Closing Date and Time: 15th of September 2021 at 12:00pm
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <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	There will NOT be public opening of tenders after the closing date. A price register will be sent to all bidders a day after tender closing.
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>

C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. (check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <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	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	<p>Test for Responsiveness (as per clause C.3.8)</p> <p>Stage 1 Pre-Qualification</p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>Accordingly, only the bidders with a minimum B-BBEE status Levels 1, 2,3 and 4 are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBEE verification in the name of the JV shall be submitted. Please refer to returnable document Form A3 .</p> <p>A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated.</p> <p>Stage 2 Mandatory Administration Criteria</p> <ul style="list-style-type: none"> (a) Completed in full and signed Form of offer C1.1. (b) Only tenderers who are a CIDB contractor grading of 3EP/3EB or higher. Returnable document B2 (c) Letter of Good standing with workman's compensation commissioner COIDA. Returnable document B1 (d) Completed in full and signed Declaration of Interest (SBD 4) Returnable document A9 <p>NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).</p> <p>NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</p> <p>NB: The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)</p> <p>NB: The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner (COIDA).</p> <p>Stage 3 Functionality Evaluation Criteria</p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.</p> <ul style="list-style-type: none"> 1) Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 71 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.
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Stage 4 Determine acceptability of preferred tenderer:

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

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

Stage 6 Price and BBBEE (80/20)

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

- The Tendered price (as per form of offer) – 80
- BBBEE – 20

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

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

B-BBEE status level of contributor	Number of points (80/20)
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.

Functionality / Technical Evaluation

The evaluation process will be based on threshold criteria and will be as follows:

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Tenderer's resource proposal	40	Qualifications	20	15
		Years of experience in similar works	20	12
References and experience	40	Similarity in size of maintained facilities and references	40	24
Comprehensive maintenance plan	20	Maintenance plan	20	20
Total			100	71

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

- **It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.** Only tenderers scoring the minimum for each sub criterion of functionality will be considered for further evaluation on Price and B-BBEE
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.
- The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.

Functionality breakdown

Qualifications - 20 (Proof of qualification should be attached to the resource's CV) Contractors should have relevant experience and provide a valid certification by an approved professional institution.				
Electrical Technician (6)	Electrician (5)	Diesel Mechanic (5)	Technical assistant (2)	Safety officer (2)
Electrical qualification (Diploma or higher) with safety training (6) Higher and safety training (6) Diploma (5) No qualifications (0)	The electrician must at least have trade test with relevant qualifications Diploma & Trade test (5) Trade test (4) No qualifications (0)	The Diesel Mechanic must at least have trade test with relevant qualifications Diploma & Trade test (5) Trade test (4) No qualifications (0)	Technical assist must have a minimum of N2 Electrical or Mechanical or matric with a minimum experience of 1 year Matric minimum experience of 1 year (2) Matric only (1) No qualifications (0)	Safety officer must have safety certificate with a minimum experience of 1 year Safety certificate with a minimum of 1 year (2) Safety certificate only (1) No qualifications (0)
Years of experience in similar works - 20 (Project details with proven experience in standby diesel generator maintenance and reference to be supplied on the resources CV)				
Electrical Technician (6)	Electrician (6)	Diesel Mechanic (6)	Technical assistant (1)	Safety officer (1)
5 years or higher (6) 3-4 years (4) <3 years (0)	5 years or higher (6) 3-4 years (4) <3 years (0)	5 years or higher (6) 3-4 years (4) <3 years (0)	1 year or higher (1) <1 year (0)	1 year or higher (1) <1 year (0)
Similarity in size of maintained facilities - 40 (The tenderer should provide proof of similarity in size (kVA rating per engine set) for previously maintained facilities) Proven experience in Standby Diesel Generator Maintenance and Service of Ancillary equipment ranging from 13.8 to 2000kVA. 1 Sites with less than 3 years' experience in servicing of similar size generators (18) Between 1 and 2 sites with 3- 5 years' experience in servicing of similar size generators (24) More than 3 sites with 5 years' or more experience in servicing of similar size generators (40) Proven experience must be demonstrated by means of list of projects and high-level detailed scope, Purchase orders, Tender awards etc.				
Comprehensive maintenance plan – 20 (Provide comprehensive maintenance plan with realistic time frames) No comprehensive plan (0) Comprehensive maintenance plan with timelines and possible breakdowns (20)				

The respondent will provide a comprehensive maintenance plan which demonstrates realistic time frames which meets the required maintenance and service frequency.

Generators are designed to ensure supply to critical loads 24 hours by backing up main's supply in the event of power failure. (The respondent must be available within an hour in case of power).

- All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.
 - The airport is operational on a 24hrs basis. Access to site to perform test that may result in interruption shall be carefully planned with ACSA and relevant stakeholders. The worst-case scenario will be having to work after the last flight, normally around 01:45am. It should also be noted that power shall be restored no later than 04:00am the next day. It is therefore necessary for the contractor to ensure proper planning for any work scheduled
- |
- No duplication of personnel per resource description

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.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1 (Chosen option)

Tenderers shall in the first stage submit technical proposals and, if required, cost

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

C.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

TENDER REF. No: ORT6603/2021/RFP

The Maintenance of Standby Diesel Generator and Service of Ancillary Equipment at OR TAMBO International Airport

Part T2: Returnable Documents

T2.1: List of Returnable Document

The tenderer must complete the following returnable documents:		<u>Completed</u> (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Record of Addenda to Tender Documents	
	A2: Certificate of Authority for Signatory	
	A3: Certificate of Authority for Joint Ventures (where applicable)	
	A4: Schedule of the Tenderer's Recent Experience related to this Project	
	A5: Completion Certificates of Previous Projects Completed	
	A6: Client reference letters on clients' letterhead of Previous Projects Completed	
	A7: Proof of Contract references of Previous Projects Completed	
	A8: Schedule of Current Commitments	
	A9: SBD 4: Declaration of Interest	
	A10: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A11: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	
	A12: SBD 8: Declaration of Bidder's past supply chain management practices	
	A13: SBD 9: Certificate of independent bid determination	
	A14: Proof of registration as an electrical contractor with the Department of Labour for the bidding entity or the nominated Electrical Contractor.	
2	Other documents required only for tender evaluation purposes	
	B1: Proof of registration for Contractor's WCA registration and or COIDA	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
	B3: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	

The tenderer must complete the following returnable documents:		Completed (tick)
3	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1.1 Form of Offer and Acceptance	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Subcontractors	
	C4: Subcontractor's Supporting Documents (Not Applicable)	
	C5: Plant and Equipment	
	C6: A certified copy of B-BBEE Verification Certificate	
	C7: CV's of key personnel	
	C8: Certified Certificates of Qualifications of Key Personnel.	
	C10 Occupational Health and Safety Questionnaire	
	C11 Schedule of Information to be provided by Tenderer	
	C12 Proposed Amendments and Qualifications	

FORM A2. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A3: Certificate of Authority for Signatory

- (1) 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.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

"By resolution of the board of directors taken on 20.....

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **ORT6603/2021/RFP** and any contract which may arise there from on behalf of

(block capitals)
.....

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Attach:

- **Latest Audited Annual Financial Report**
- **Bank reference Letter**

Signed		Date	
Name		Position	

Tenderer	
----------	--

FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			

FORM A5. Schedule of the Tenderer's Recent Experience

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below

The description should be put in tabular form with the following headings:

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

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed

Please attach Completion Certificates (Practical Completion) of Previous Projects Completed as listed under Form A5 above to this page.
A minimum of three (3) certificates required for relevant projects

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

Signed		Date	
Name		Position	
Tenderer			

FORM A7 Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.
A minimum of three (3) reference letters required from the client bodies/Principal Agent.

NB SCORING NOTES

Reference letter of the Bidding entity/entities must have the following as a minimum

- 1) *Referee Company letter head.*
- 2) *The order number or contract reference number.*
- 3) *The description of works performed by the bidder.*
- 4) *The value of the works performed by the bidder.*
- 5) *The start and end date of the works performed by the bidder, in the format Month and Year.*
- 6) *N.B All this information in the bidders' reference letter must support information populated in forms.*

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

Signed		Date	
Name		Position	
Tenderer			

Form A8 Proof of Contract references of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page. A minimum of three (3) certificates required for relevant projects

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

Signed		Date	
Name		Position	
Tenderer			

Form A9: Schedule of Current Commitments

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

Employer, contact person and telephone number	Consultant/ Principal Agent, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed		Date	
Name		Position	
Tenderer			

SBD 4

A10. 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - 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. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
...
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or

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

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

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 particulars:

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 attached 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 any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

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

3 Full details of directors / trustees / members / shareholders.

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

4 DECLARATION

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SBD 6.1

A11. 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

a) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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 submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
-------	----	-------

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration

- number:.....
- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in
business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBEE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions
as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown
in paragraphs 1.4 and 6.1, the contractor may be required to furnish
documentary proof to the satisfaction of the purchaser that the claims are

correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SBD 6.2

A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

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

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SBD 8

A13 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 **In order 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 <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <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

SBD 9

A14 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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 particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

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

Js914w 2

Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

- B1:** Proof of registration for Contractor's WCA registration or COID
- B2:** An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
- B3:** An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)
- B4:** Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number

Bank Report on : *(Tenderers Name)*
 Account No :
 Bank :
 Branch Code :
 Amount : *(Tender Value)*
 Duration : *XX months (excluding special non-working days)*

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

- | | | |
|--------------------------|---|---|
| <input type="checkbox"/> | A | UNDOUBTED FOR INQUIRY |
| <input type="checkbox"/> | B | GOOD FOR AMOUNT QUOTED |
| <input type="checkbox"/> | C | GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS |
| <input type="checkbox"/> | D | FAIR TRADE RISK |
| <input type="checkbox"/> | E | FIGURE CONSIDER TOO HIGH |
| <input type="checkbox"/> | F | FINANCIAL POSITION UNKNOWN |
| <input type="checkbox"/> | G | OCCASIONALLY DISHONOURED |
| <input type="checkbox"/> | H | FREQUENTLY DISHONOURED |



Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ul style="list-style-type: none"> i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and iv) 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			



Form C5: Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.



Signed		Date	
Name		Position	
Tenderer			

FORM C6: A certified copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer's B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.
2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and *domicilium citandi et executandi* of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number
3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.
4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted. Failure to abide by this requirement will result in such a tenderer scoring zero (0) preference.

Signed		Date	
Name		Position	
Tenderer			

FORM C7. The CV's of key personnel

Bidders are referred to **clause C.3.11** which indicates the maximum possible score for information requested under this schedule.

Bidders are required to demonstrate the following:

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

As a minimum key team members as stated below need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member).

1. **Electrical Technician**
2. **Electrician**
3. **Diesel Mechanic**
4. **Technical Assistant**
5. **Safety Officer**

The evaluation of quality will be based on the **CV's submitted and organogram of proposed team**.
Bidders are to complete returnable CV templates and attach full detailed CV thereto

Electrical Technician	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant works: It is to be noted that 'relevant projects' refers to Standby Diesel Generators that ranges from 13.8-2000kVA</p> <p><u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>	

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C3.11

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a



person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Electrician	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
Key experience in relevant projects: It is to be noted that 'relevant projects' refers to Standby Diesel Generators that ranges from 13.8-2000kVA.	
<u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:	
<u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:	
<u>Project 3 Name:</u> Start: Completion:	

Client:
Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Diesel Mechanic

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

Key experience in relevant projects: It is to be noted that 'relevant projects' refers to Standby Diesel Generators that ranges from 13.8-2000 kVA.

Project 1 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 2 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 3 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

Technical Assistant	
----------------------------	--

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

Key experience in relevant projects: It is to be noted that 'relevant projects' refers to Standby Diesel Generators of any size of generators.

Project 1 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 2 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 3 Name:

Start:

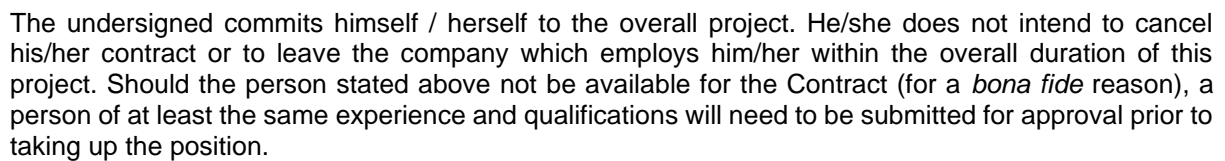
Completion:

Client:

Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Commitment to the Project



Safety Officer	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to safety of all machineries particularly generators for a minimum of 1 year and risks around working with hazardous chemicals.</p>	
<p><u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>	
<p><u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>	
<p><u>Project 3 Name:</u> Start:</p>	

Completion:
Client:
Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

FORM C8: Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C7 above to this page.

- All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.
- No duplication of personnel per resource description

Signed		Date	
Name		Position	
Tenderer			

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> Periodical work area inspection Regular Health and Safety meetings with personnel 		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> When joining the company When changing jobs within the company When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		

2.2	What formal SHE training is provided specifically to				
	<ul style="list-style-type: none"> First line supervisors 				
	Middle and top management				
	Please describe				
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?				
	When is this done and how is it achieved?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?				

3.5	Do you evaluate the SHE competence of all sub-contractors?		
	Please describe how this is achieved and how the results are monitored		
4.	SHE INSPECTIONS	YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		
	Please provide examples of the above		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans?		
	Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified?		
	• Hazards affecting health and safety?		
	• The groups of people who might be affected?		
	• An evaluation of the risk from each significant hazard?		
	• Whether the risks arising are adequately controlled?		

6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed?		
	Please list the time frame e.g. years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?		
	Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid?		
	E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting?		
	Please list institutions used for these training		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment?		
	In all cases		
	Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO



9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?						
	Please supply a copy						
9.2	Is there a standard report/investigation form used?						
	Please supply a copy						
9.3	Do you have a formal system for reporting situations/near misses etc.?						
	Please provide a copy						
9.4	Please provide the following statistic for the last five years						
		YEAR1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
Lost time accidents per 100 employees							
Major/ Reportable injuries per 100 employees							
Number of dangerous occurrences							
Lost man day due to accidents							
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION					YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?						
10.2	Are the results of these meetings communicated to all employees?						
	If Yes please describe method						
10.3	Are Health and Safety meetings held?						
	At what frequency?						
	Chaired by whom?						
10.4	Do you carry out SHE promotions / campaigns?						
	If Yes please provide examples						

The following documentation should also be provided with the tender:

1. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer
2. COVID Insurance



Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

|

Form C11: Schedule of Information to be provided by Tenderer

1. Company details:

Registered Address:
Contact Person:
Telephone:
Fax:

2. Shareholders

Names/Percentages of holdings:

3. Bankers

Name of Account Holder :
Bank:
Branch:
Account Number:
Bank and branch contact details:

4. Turnover

Approximate turnover for each of the past three years:

2018:
2019:
2020:

5. Management and Manpower Resources

Supervisors:
Labourers:
Other:

Name of Supervisor to be allocated to this contract:

6. Construction Equipment (Value in R)

Equipment owned by Company:
Own workshop/stores (location):



Signed		Date	
Name		Position	
Tenderer			

Form C12: Proposed Amendments and Qualifications

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

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

Page	Clause item	or	Proposal



Signed		Date	
Name		Position	
Tenderer			



Form C13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Riverwoods Office Park

24 Johnson Road

Bedfordview

Johannesburg

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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

- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/customer data and profiles, ideas, computer programmes, drawings and any other information of a confidential nature of the disclosing party, in whatever form it may be;
- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;

- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
 - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
 - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
 - 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;

- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

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

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the

unauthorised disclosure of confidential information by a representative, affiliate or consultant.

- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

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

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

5.2.1 where copies of the confidential Information are held;

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

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

6. THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. DURATION

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **5** years (“the term”), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ **on** _____ **day of** _____ **2021**

**AIRPORTS COMPANY SOUTH AFRICA SOC
LIMITED**

the signatory warranting that he is duly authorised
thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



SIGNED at _____ on _____ day of _____ 2021

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

3 YEARS STANDBY DIESEL GENERATOR MAINTENANCE CONTRACT AT OR TAMBO INTERNATIONAL AIRPORT

A contract between Airports Company South Africa SOC Limited

Reg. No 1993/004149/30 VAT no 4930138393

and

Registration Number

Contract Number

Contents

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.4	Insurance Schedule

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Price List (including the Activity Schedule)

Part C3: Service information

C3	Service Information
----	---------------------

Part C4: Site information

C4	Site Information
----	------------------

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the

MAINTENANCE OF STANDBY DIESEL GENERATOR AT OR TAMBO INTERNATIONAL AIRPORT

The contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the contractor offers to perform all 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	R
Value Added Tax @ 15% is	R
The total offered amount due inclusive of VAT is	R
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal D]. In the event of any conflict between the amount above and the Pricing Data [Subtotal D], the latter shall prevail.)

for the Contractor

Signature Date

Name Capacity

(Name and
address of
organisation)
.....

Name and
signature
of witness Signature

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

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor'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 contractor's offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract, that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data and Price List
 - Part C3: Service information.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now 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.

for the Employer

Signature Date

Name Capacity

(Name and address of Airports Company South Africa

organisation) 24 Johnson Road
Bedfordview Gauteng
South Africa
2008

Name of
witness Signature

Schedule of Deviations

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

5 Subject

Details

.....

.....

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

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

C1.2 Contract Data

Precedence in interpretation of the contract:

In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.

C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X17 Low Service Damages
		X18: Limitation of Liability (as amended in Option Z)
		X19 Task Orders
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	24 Johnson Road Bedfordview Gauteng 2008
	Tel No.	+27 11 723 1400
10.1	The <i>Service Manager</i> is:	Kelebogile Meje

11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>
11.2(2)	The <i>Affected Property</i> is	OR
11.2(13)	The <i>service</i> is	The maintenance of Standby Diesel Generators infrastructure as set out in Part C3: <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	Electrocution from inadequate isolation of power source Dual feed and ring feed supply Working on constant current generators Flooded manholes
11.2(15)	The <i>Service Information</i> is in	the section titled <i>Service Information</i> included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	5 calendar days from Contract Date
2	The Contractor's main responsibilities	detailed in Part C3 (<i>Service Information</i>)
3	Time	
30.1	The <i>starting date</i> is	on acceptance of Offer by the Employer and issue of the Purchase Order to the contractor
30.2	The <i>Service Period</i> is	Five (5) years from the <i>starting date</i>, or when the five (5) years contract value has been expended. Whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	on the 15th day of each successive month

51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
7	Title	No data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	Refer to part C1.4
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the services, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the services, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> (“the Insurance Schedule”).</p>
83.1	The <i>Contractor</i> provides these additional insurances	<p>Contract Works Insurance</p> <p>Public Liability Insurance</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i>.</p>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.

9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .																								
10	Data for main Option clause																									
A	Priced contract with price list	refer to section C2.1 and C2.2.																								
11	Data for Option W1																									
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																								
	<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </tbody> </table>		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
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council																								
W1.4(2)	The <i>tribunal</i> is:	Arbitration																								
W1.4(5)	The <i>arbitration procedure</i> is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)																								
	The place where arbitration is to be held is	Johannesburg, South Africa.																								

The person or organization who will choose an arbitrator

The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

Option A The Contractor prepares forecasts of the final total of the Prices for the whole of the Services at intervals no longer than 4 weeks.

12 Data for secondary Option

X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X4	Parent company guarantee	No data is required for this secondary Option
X17	Low service damages	<p>If the Contractor produces substandard work the Employer can</p> <ul style="list-style-type: none"> -insist the <i>Contractor</i> corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the <i>Contractor</i> fails to correct the Defect within the specified time or - accept the Defect and a quotation from the <i>Contractor</i> for reduced Prices in return for a change to the service information <p>Refer to Low Service Table in ANNEX C For low service damages</p>
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue

X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to:	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; <p>infringement of an intellectual property right</p>
X19	Task Order	The task order is work within the <i>Service</i> which the <i>Service Manager</i> may instruct the <i>Contractor</i> to carry out within a state period of time

Z(A): The Additional conditions of contract are: Z1-Z19

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>Service 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.

Z2	Providing the Service:
Z2.1	<p>Delete core clause 20.1 and replace with the following:</p> <p>The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</p>
Z5	Termination
Z5.1	<p>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.</p>
Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:
Z7.1	<p>Insert the following new clause as Option X18.6:</p> <p>The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00</p>
Z7.2	<p>Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract</p>
Additional Z Clauses	
Z8	Cession, delegation and assignment
Z8.1	<p>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></p>
Z8.2	<p>The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity</p>
Z9	Joint and several liability
Z9.1	<p>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.</p>
Z9.2	<p>The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.</p>

Z9.3	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> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	<i>Employer's Step-in rights</i>
Z12.1	If the <i>Contractor</i> 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 <i>Service Manager</i> , the <i>Employer</i> , 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 <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Service Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z14	Intellectual Property
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works

- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 Dispute resolution:

Z15.1 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 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z15.2 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

Z16 Notification of a compensation event

Z16.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

Z17 BBBEE and Tax Clearance Certificates

Z17.1 The *Contractor* shall be expected to annually present a compliant BEE Certificate and a 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.

Z18 Communication

Z18.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

Z18.2 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 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:

Z19.1 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.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No	
	Email Address:	
	Represented by:	
	Title:	
	Address:	
	Telephone:	
	Email Address:	
	The <i>direct fee percentage</i> is:%
	The <i>subcontracted fee percentage</i> is:%
11.2	The <i>working areas</i> are	refer to C3 'Service Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to resource proposal
1.	Name:	
	Responsibility:	
	Qualifications:	
	Experience:	
2.	Name:	
	Responsibility:	
	Qualifications:	

	Experience:	
3	Name:	
	Responsibility:	
	Qualifications:	
	Experience:	
4	Name:	
	Responsibility:	
	Qualifications:	
	Experience:	
11.2	The following matters will be included in the Risk Register	
	The plan identified in the Contract Data is	In Section C3, the Service Information
Option A	The <i>price list</i> is	In Section C2.2 of the Pricing Data of this contract
Option A	The tendered total of the Prices is R (excluding VAT)	
	(in words)	.....
		..... (excluding VAT)

C1.3: 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
Physical Address: Airport Company South Africa 24 Johnson Road Bedfordview Gauteng South Africa 2008

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

1. Definitions

- 1.1 "Mandatar" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA.
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates.
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA.
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations.
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended.
- "The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) 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.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an ~~integral~~ part of the Agreement.
- d) 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.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) 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.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to

maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 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.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and

qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non- compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

- 8.2 Without derogating from the generality of the above, the Mandatary and his/ her responsible

persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 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.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
- Individual's history of general and previous occupational health
 - Comprehensive physical examination for evaluation of systemic function
 - Blood Pressure Measurement
 - Weight, Height and Body Mass Index

- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within fourth eight (48) hours.
- 13.2 All incidents referred to in Section 74 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be providing with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 82 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE files,

SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of anyform shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall be monitoring compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client nonconformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such noncompliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

<p>COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p>

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:

- a) 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.
- b) 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.
- c) The Mandatary shall ensure that he/she familiarize 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.

28. FURTHER UNDERTAKING

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. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

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.

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

1 SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

2 SIGNATURE ON BEHALF OF THE CLIENT AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

C1.4 ACSA Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

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.

Part 1:

1. Insurance requirements for contracts with a value below R 50 million 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 R 5million
- 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 R 50 million 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.

Part 2:

ACSA Maintenance Contracts Insurance Clause. Insurance Affected by the Employer.

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer, Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

- (a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R **100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

- (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances' nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.
- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this

provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Sub-Contractors

The Contractor shall:

- (a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
- (b) enforce the compliance by Sub-Contractors with this clause where applicable."

Annex B

INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to: *From:

Aon South Africa (Pty) Ltd - Construction & Engineering

Attention: Priscilla Hart

1 Sandton Drive

Sandhurst, Sandton

2196

Tel No: +27 (11) 944 7974

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

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

DATE OF LOSS:

REPORTED TO SITE AGENT BY: DATE

REPORTED TO AON SOUTH AFRICA BY: DATE

Locality of Incident:

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



O·R·TAMBO
INTERNATIONAL AIRPORT
AIRPORTS COMPANY SOUTH AFRICA

Details and nature of loss /damage/injury/death:

Names and address of witnesses:

Estimated cost of repairs, if applicable (Separate records of all costs must be kept):

Who or what appears to be responsible for the loss /damage/injury/death:

Person whom assessor should contact:

Telephone, fax number and e-mail:

SIGNED BY:

SIGNATURE:

COMPANY:

DATE:

C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.

13. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. The main cost drivers for this contract is the required labour for planned maintenance. Spares parts required for the maintenance service will be presented under provisional sums.

C2.2 Price List

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Part 1 - Activity Schedule

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
1	Contract Management and administration (including required reporting such as monthly reports, spares inventory, management reports, office overheads, parking, etc.).	Quarterly	4	R	R
2	Insurance (All ACSA required insurance)	Annually	1	R	R
3	OHS ACT Safety Plan, environmental compliance & Other statutory obligations (safety file preparations)	Once-off	1	R	R
4	Permits (Vehicle and Personal), Induction, Medicals, reflective vest for all staff, tools, equipment, (Provisional Sum - Re-measurable)	Once-off	1	R	R
5	Preventative Maintenance	Annually	1	R	R
6.	Adhoc maintenance (Callouts)- Sub - Total B	Annually	1	R	R
Preventative Maintenance Sub-Total A (per year) R					

- By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).
- Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above.
- A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R500.00 per occurrence.
- It is important to note that not all amounts above are payable in any one month. Since this is an activity schedule only the activities performed and completed shall be claimed for at invoice date and paid for accordingly.
- Vehicles permit to airside : vehicles are not supposed to be older than 5 years.

Labour Rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour (day/night rate)

Item	Description	Weekdays (R/hour)	Saturdays (R/hour)	Sundays/Holiday (R/hour)
1	Technician	R	R	R
2	Electrician	R	R	R
3	Diesel Mechanic	R	R	R
4	Safety officer	R	R	R
5	Technical Assistant	R	R	R
6	Engineer / OEM Specialist	R	R	R

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

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

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

Part 2 – After-hours callouts and non-scheduled

Resource	Description	Qty/Year	Rate/Hour	Annual Amount
Technician	Normal Hours	32	R	R
	After Hours	32	R	R
	Sunday/Public Holidays	32	R	R
Electrician	Normal Hours	32	R	R
	After Hours	32	R	R
	Sunday/Public Holidays	32	R	R
Diesel Mechanic	Normal Hours	32	R	R
	After Hours	32	R	R
	Sunday/Public Holidays	32	R	R
Technical Assistant	Normal Hours	32	R	R
	After Hours	32	R	R
	Sunday/Public Holidays	32	R	R
Safety Officer	Normal Hours	1	R	R
	After Hours	2	R	R

	Sunday/Public Holidays	1	R	R
Engineer / OEM Specialist	Normal Hours	3	R	R
	After Hours	3	R	R
	Sunday/Public Holidays	3	R	R

Part 3 – Standby Diesel Generator (sums)

Mark-up (third party procured items/services)

Cost ^b	Mark-up
R 0 – R 2 000	%
R2001-R10 000	%
R 10 001-R50 0000	%

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Contract value

Below is the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

Part 4- Standby Diesel Generator Annual Servicing of Engines and Breakers (Preventative maintenance)

Item	Description	Unit	Qty	Annual Amount
	PREVENTATIVE MAINTENANCE-ANNUAL SERVICING			
1	TERMINAL: SUB 1 STAMFORD, PERKINS			
	Annual Servicing of Diesel Engine (800kVA)	Each	2	R -
	Annual servicing of breakers (MCB 1250A)	Each	3	R -
	Annual servicing of breakers (MCB 40kA)	Each	2	R -
2	TERMINAL: SUB 1 SUB			
	Annual servicing of breakers (MCB 1250A)	Each	2	R -
3	TERMINAL: SUB 2 STAMFORD, PERKINS			

	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
5	TERMINAL: SUB 5 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	3	R	-
	Annual servicing of breakers (MCB 800A)	Each	2	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
	Annual servicing of breakers (MCB 2500A)	Each	4	R	-
6	TERMINAL: SUB 8 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	2	R	-
7	TERMINAL: SUB 9 LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (880kVA)	Each	3	R	-
	Annual servicing of breakers (MCB 1250A)	Each	4	R	-
	Annual servicing of breakers (MCB 3200A)	Each	2	R	-
8	TERMINAL: SUB 10 LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (880kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	1	R	-
	Annual servicing of breakers (MCB 1600A)	Each	3	R	-
9	TERMINAL: SUB 11 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	2	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
	Annual servicing of breakers (MCB 2500A)	Each	1	R	-
	Annual servicing of breakers (MCB 3200A)	Each	1	R	-
10	TERMINAL: SUB 12 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (1600kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 2500A)	Each	3	R	-
11	TERMINAL: SUB 13 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (1600kVA)	Each	2	R	-
	Annual servicing of breakers (MCB 2500A)	Each	3	R	-
	Annual servicing of breakers (MCB 3200A)	Each	2	R	-
12	TERMINAL: SUB 14 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	4	R	-

	Annual servicing of breakers (MCB 3200A)	Each	1	R	-
13	TERMINAL: SUB 15 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (550kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 43kA)	Each	2	R	-
14	TERMINAL: ENGINE SKY TOP LEROY SOMER, JOHN DEERE				
	Annual Servicing of Diesel Engine (65kVA)	Each	1	R	-
	Annual servicing of breakers (100A)	Each	2	R	-
	Annual servicing of contactors (125A)	Each	2	R	-
15	CARGO: SUB 1 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 25kA)	Each	2	R	-
	Annual servicing of breakers (MCB 40kA)	Each	1	R	-
16	CARGO: PCT LEROY SOMER, OLYMPIAN				
	Annual Servicing of Diesel Engine (13.8kVA)	Each	1	R	-
	Annual servicing of breakers (50A) and ATS	Each	1	R	-
17	CARGO: SAFAIR LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (13.8kVA)	Each	1	R	-
	Annual servicing of breakers (63A)	Each	3	R	-
18	CARGO: GOLF LEROY SOMER, OLYMPIAN				
	Annual Servicing of Diesel Engine (165kVA)	Each	1	R	-
	Annual servicing of breakers (250A)	Each	2	R	-
	Annual servicing of contactors	Each	2	R	-
19	AIRSIDE: 15/33 LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
20	AIRSIDE: SAPS OLYMPIAN, PERKINS				
	Annual Servicing of Diesel Engine (13.8kVA)	Each	1	R	-
	Annual servicing of breakers (63A)	Each	1	R	-
21	AIRSIDE: NEW OPS LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
22	AIRSIDE: MOBILE LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-

23	AIRSIDE: VICTOR 3 LEROY SOMER,				
	Annual Servicing of Diesel Engine (40kVA)	Each	1	R	-
	Annual servicing of breakers (50A) and ATS	Each	1	R	-
24	AIRSIDE: 21L LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
25	AIRSIDE: 21R OLYMPIAN, PERKINS				
	Annual Servicing of Diesel Engine (400kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
26	AIRSIDE: 03L LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
27	AIRSIDE: 03R LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
28	AIRSIDE: FUEL FARM LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (2000kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	1	R	-
	Annual servicing of breakers (MCB 3200A)	Each	1	R	-
29	AIRSIDE: NEW LBAND LEROY SOMER, SCADIA				
	Annual Servicing of Diesel Engine (200kVA)	Each	1	R	-
	Annual servicing of breakers (MCB 1250A)	Each	3	R	-
30	AIRSIDE: SUPER SOUTH GATE LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (150kVA)	Each	1	R	-
	Annual servicing of breakers (250A)	Each	1	R	-
	Annual servicing of contactors 250A	Each	2	R	-
31	AIRSIDE: LONG TERM PARKING, MARELLI GENERATOR, DEUTZ				
	Annual Servicing of Diesel Engine (105kVA)	Each	1	R	-
	Annual servicing of breakers (250A)	Each	1	R	-
	Annual servicing of contactors (250A)	Each	1	R	-

Total price list for part 4 (preventative maintenance)	
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Part 5- OR Tambo International Airport Diesel Bulk Tank Filtration and Pressure Testing (Preventative maintenance)

Item	SUBSTATION	QTY	Price
1	15/33 Sub Underground (9000L)	1	R -
2	03L Sub Underground (9000L)	1	R -
3	Mobile Gen base tank (1000L)	1	R -
4	21R Sub Underground (9000L)	1	R -
5	NEW/LBAND Underground (4500L)	1	R -
6	03R Sub Underground (9000L)	1	R -
7	21L Sub Underground (9000L)	1	R -
8	NEW OPS Sub Underground (22000L)	1	R -
9	SUPER SOUTH GATE (4500L)	1	R -
10	Fuel Farm Sub Above (9000L)	1	R -
11	Long Term Parking base tank (200L)	1	R -
12	Victor 3 base tank (100L)	1	R -
13	SAPS base tank (50L)	1	R -
14	Freight sub 1 Underground (14000L)	1	R -
15	PCT base tank (100L)	1	R -
16	Safair base tank (50L)	1	R -
17	Golf base tank (200L)	1	R -
18	Terminal sub1 Gen1 Above Ground (9000L)	2	R -
19	Terminal sub2 Gen1 Underground (9100L)	1	R -
20	Terminal sub5 Underground (9100L)	2	R -
21	Terminal sub8 Underground (4500L)	1	R -
22	Terminal Sub9 Underground (9000L)	2	R -
23	Terminal sub10 Underground (9000L)	1	R -
24	Terminal PIER Sub11 Underground (9000L)	2	R -
25	Terminal PIER Sub 14 Underground (9000L)	1	R -

26	Terminal PIER Sub 15 Underground (16000L)	1	
27	TERMINAL CBD SUB 12 Underground (14000L)	1	R -
28	TERMINAL CBD SUB 13 Underground (14000L)	2	R -
29	Engen sky top base tank (100L)	1	R -
	Total price list for part 5 (Preventative maintenance)	R	-

Part 6- OR Tambo International Airport Diesel Bulk Tank Water and Fuel Level Sensors

Item	SUBSTATION	QTY	Price
1	15/33 Sub Underground (9000L)	1	R -
2	03L Sub Underground (9000L)	1	R -
3	21R Sub Underground (9000L)	1	R -
4	NEW/LBAND Underground (4500L)	1	R -
5	03R Sub Underground (9000L)	1	R -
6	21L Sub Underground (9000L)	1	R -
7	NEW OPS Sub Underground (22000L)	1	R -
8	SUPER SOUTH GATE (4500L)	1	R -
9	Fuel Farm Sub Above (9000L)	1	R -
10	Terminal sub1 Gen1 Above Ground (9000L)	2	R -
11	Terminal sub2 Gen1 Underground (9100L)	1	R -
12	Terminal sub5 Underground (9100L)	2	R -
13	Terminal sub8 Underground (4500L)	1	R -
14	Terminal Sub9 Underground (9000L)	2	R -
15	Terminal sub10 Underground (9000L)	1	R -
16	Terminal PIER Sub11 Underground (9000L)	2	R -
17	Terminal PIER Sub 14 Underground (9000L)	1	R -
18	Terminal PIER Sub 15 Underground (16000L)	1	

19	TERMINAL CBD SUB 12 Underground (14000L)	1	R	-
20	TERMINAL CBD SUB 13 Underground (14000L)	2	R	-
	Total price list for part 6 (Preventative maintenance)			

Part 7 – Critical Spares inventory/quarter

Description	QTY		Price
Thermostats (3kW)	2	R	-
Thermostats (2kW)	7	R	-
Elements (3kW)	2	R	-
Elements (2kW)	7	R	-
Hoses	7	R	-
Radiator caps	9	R	-
Emergency fuel	2800L	R	-
Fuse	9	R	-
Valves	7	R	-
105 Amp.hr batteries	1	R	-
150 Amp.hr batteries	1	R	-
Total price list for part 7 (Preventative maintenance spares)			

STANDBY DIESEL GENERATORS ANNUAL MAINTENANCE COSTS

Description	Total (excluding VAT)
Preventative Maintenance - Sub-Total A	R
Call Outs - Sub-Total B	R
1 Year estimated contract value	R

STANDBY DIESEL GENERATORS 3 YEARS MAINTENANCE VALUE

Description	Total (excluding VAT)
Escalation Rate	5.2 %
Year 1 Contract Amount	R
Year 2 Contract Amount	R
Year 3 Contract Amount	R
3 Years Estimated Contract Value	R

***this amount to be carried over to Form of Offer and Acceptance**

Detailed requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable on Standby diesel generator engines, Controls (automatic transfer switches, Deepsea, Lovato, Deutz, Circon) and the pressure testing of underground tanks, Tank filtration, working on a factory set and governor controlled generators, synchronized generators with Island mode. The ability to repair all the fuel tank sensors.

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

- ☐ **Full Names**
- ☐ **Proof of qualifications and work experience on maintaining similar equipment system.**

Minimum qualifications of staff

ELECTRICAL TECHNICIAN

- Supervise the safe execution of the maintenance activities
- B-Tech in electrical Engineering, or Higher
- First Line supervisory or management qualification
- With more than 2 years' supervisory experience
- Knowledgeable with synchronized generators with or without island mode
- Must have knowledge of supervisor responsibilities under the OHS act and applicable laws

ELECTRICIANS

- Trade tested Electricians, with traceable qualifications.
- Three (3) or more years' post qualification experience relevant to the maintenance of Standby Diesel Generators and controls
- Proof of ORHVS training
- Authorised to sign-off on all maintenance activities and verify that the system is safe and fit for use
- Must have troubleshooting skills on standby diesel generators and controls
- Must be permanently employed by the bidding company
- Must have a short course of diesel mechanic
- Must reside in a location where they are able to respond within the SLA times

DIESEL MECHANIC

- Trade tested Diesel Mechanic, with traceable qualifications.
- Three (3) or more years' post qualification experience relevant to the maintenance of Standby Diesel Generators engines and generator controls
- Authorised to sign-off on all maintenance activities and verify that the system is safe and fit for use
- Must have troubleshooting skills on standby diesel generators and controls
- Must be permanently employed by the bidding company
- Must have a short course of Electrical Engineering.
- Must reside in a location where they are able to respond within the SLA times

SAFETY OFFICER

- Safety qualification, N6 or Higher
- With more than 1-year experience
- Must have knowledge of the responsibilities under the OHS act and applicable laws

TECHNICAL ASSISTANT

- Must be in permanent employ of the company for the duration of the contract
- Properly trained in category of work that they are required to perform
- Properly trained and familiar with the dangers of working with electricity, hazardous chemicals and moving machinery.

PART C3: EMPLOYER'S SERVICE INFORMATION

1. DESCRIPTION OF THE SERVICE

The objective is to maintain the serviceability of Standby Diesel Generator infrastructure at the OR TAMBO international Airport in a sustainable manner, following OEM and industry best practice intervals, at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation such as OHSACT, ORHVS, SANS, ICAO, and IEC.

This scope entails the maintenance and repair of Standby Diesel Generator infrastructure at OR TAMBO international Airport. In brief, maintenance involves servicing, troubleshooting, repairs on the standby diesel generator engines and all fuel tanks(underground or not), and testing of all standby diesel generator engines/ controls/ communication system/ fuel system sensors, callouts and spares procurement for the entire system, but are not limited to the following key points. **The scope includes:**

PREVENTATIVE MAINTANANCE OF STANDBY DIESEL GENERATORS AND FUEL SYSTEM

Engine

- Replace engine lubricating oil, remove and dispose used oil from the ACSA site in a regulatory compliant manner.
- Replace oil, fuel and coolant filters and add corrosion inhibitor, as needed.
- Replace oil in hydraulic governors (where applicable).
- Check all spark plugs, ignition condenser, cap, rotor, wires and points, cleaned and adjusted
- Checked oil, water or fuel leaks
- Checked engine wiring
- Stop or stop solenoid working properly
- Speed governor working properly
- V-belts checked
- Couplings, bolts and flexible joints checked and repaired accordingly

Safety protection shutdown alarm tests.

- Emergency stop button on generator tested
- Low oil pressure shutdown tested
- High engine temperature tested
- Low fuel level tested
- Start fail tested
- Low battery voltage alarm tested
- Charging alternator fail tested
- Generator min. & max. voltage alarm tested
- Engine overspeed tested
- Over/ under frequency tested

- Generator overload tested
- Engine stop failure tested

Alternators

- Voltage L1-L2 V , L2-L3 V
L3-L1 V ,L1-N V
L2-N V , L3-N V , N V
- AMPS L1 A, L2 A, L3 A, N A
- Generator load kW ,kVA , kVA
- Alternator frequency Hz
- Alternator brushes

Battery and charging system tests

- Battery condition checked & replaced where necessary
- Battery terminals & cables checked and cleaned
- Battery voltage
- Ventilation system of battery box fan in good working condition
- Battery charger checked

Cooling Systems

- Radiator/ heating exchanger checked and serviced where necessary, airflow good
- Coolant – Add corrosion inhibitor checks and servicing
- Hose and connections check and servicing
- Fan belts checks and servicing
- Jacket water heater checks and heating properly
- Water pump checks and servicing
- Thermostat checks and servicing
- Check the radiator pressure cap and replace where necessary
- Water level switch installed and working
- Coolant level correct
- Mixture of coolant at -40 degrees freeze point

Fuel Systems

- Inspect Fuel Tank
- Fuel cut fire link (fusible link) safe and in good working condition
- Fuel lines connections
- Inspect Governor and Controls and check if working properly
- Supply and install new fuel filters – Primary/ Secondary
- Check fuel pressure pump and sensors functionality checked
- Fuel level alarms on 30% warning and 10% cut off
- Pressure testing of the U/G fuel line in accordance to SANS 10089 part 3 (33/37 - B.1.1.4)

Miscellaneous equipment

- Fire extinguisher equipment in good working condition and not expired
- The generator canopy condition
- Lighting in generator room
- Ventilation of room
- Drain water from all traps

Air Intake and Exhaust System

- Check, air filters, and replace when required
- Check and service air filter service indicator
- Check and service air inlet system
- Check and service turbocharger
- Check and service exhaust manifold
- Check and service exhaust system valves & valve rotators

Oil System

- Oil must be topped up to the prescribed level
- Engine oil to be changed when indicated to be necessary by result of oil analysis or when specified by engine manufacturer (OEM), whichever period occurs first.

Controls

- Generator breaker checked
- Mains breaker checked
- Fused & circuit breaker checked
- Protection relays checked
- AMP, volt & frequency meters checked
- Cables, terminations & earthing checked
- Selector switches
- Emergency stop button functionality checked
- All controls integrity checked.

Filtration & Pressure testing

- Fuel filtration on the bulk tanks.
- All underground /above ground/ base tanks must be pressure tested to check the integrity of the tank.

Samples

- Take fuel and oil samples against contaminations.

Spares which are not limited to the list below:

- Engine hoses
- Heater jacket elements, thermostats etc. that may be required during the process of annual and ADHOC maintenance

ADHOC activities

- Perform repairs on all callouts and necessary inspections
- Response time must not exceed 30min
- The activities must not take more than 2 days, if spares require to be purchased for replacement.

After all the test are performed and inspections are completed, the following during test run, are expected on the generator output:

- The frequency, voltage and speed(rpm) must quickly stabilize.
- The power factor must be close to 1.
- The engine temperature must not rise to the point of overheating.
- The battery voltage when tested with a multi-meter on the terminals, must not drop below 3V but at least by 1V.
- The oil pressure must be between 2-10 bars.
- Charging current must be between 4-5A when the battery is charging, but it should be 0A when the battery is full.
- The exhaust smoke must be clear.
- The fuel tank must not have any trace of water after filtration
- All generator must run optimally and must perform at a 100% level.
- All fuel monitoring system is working properly.
- Performing all preventative maintenance activities as identified under the recommended maintenance schedule in annex A

The works shall be performed considering the below standards and requirements.

- ICAO Standards.
- CAA Requirements.
- OHS Act.
- SANS Code.
- Manufacturers Specifications and Standards.
- IATA Standards and
- All Relevant Legislation and Regulation

2. MANAGEMENT STRATEGY

Contractor's plan for the service

Prior to the activation of this contract, the contractor must submit his plan for the intended services for approval by the employer. The plan must indicate the timing of the services/planned maintenance together with the timing (date and time) and the anticipated duration.

All work shall conform to all relevant ICAO standards, CAA requirements, OHS Act, SANS Code, manufacturers specifications and standards, IATA Standards and regulations and all other legislation that might be relevant to this Contract and the execution thereof.

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

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding service. Work shall be scheduled in a manner as not to interfere with any normal airport operations. The objective is to ensure that maintenance of the infrastructure is carried out without placing the operation of the airport at risk of standing without essential loads being supplied in the event of power failure. Preferably all mains failure after maintenance of standby diesel generators must be performed during night hours.

- The airport's operational hours for OR Tambo are detailed as follows:

○ Monday to Friday	08H00 to	18H30
○ Saturday	08H00 to	18H00
○ Sunday	08H00 to	18H30

The airport's operational hours are published in the **AIP for OR TAMBO** airport and can change based on operational requirements from time to time.

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities. Together with this roster, the *Contractor* shall provide a Schedule of equipment and tool, which will be used on this contract. The list will form part of the tender return schedules. The equipment will be judged in conjunction with the *Contractor's* Plan for the service to understand whether or not the bidder has fully understood his obligations and whether he is able to do the work.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.). The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor

will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Quarterly on _____ at ____		
Overall contract progress and feedback	Quarterly on _____ at ____		<i>Employer, Contractor and ____</i>

Meetings of a specialist nature may be convened any persons who is part of this agreement at times to suit both Parties, to discuss the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

Key personnel

The *Contractor* shall submit an organogram (as part of the Returnable Schedules) showing his key personnel, their roles/responsibilities, and their line of authority. This is specifically essential if the contractor is a Joint Venture. The submitted Contractor's Organogram Should be attached as Annex E of C4 (Site Information).

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

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

The Contractor shall always remain responsible to ensure that the compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annex C for the required system performance indicators.

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

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

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

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

All spares will be charged according to the Activity Schedule. The Contractor shall ensure that replacement parts are effectively managed and disposed-off in a safe manner.

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

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

Methods and Procedures

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

- Assisting with emergency repairs
- Assisting with airport operations. Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

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

Format of communications

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

MAINTENANCE DOCUMENT CONTROL

When maintenance is performed, record sheets must be completed and signed off by both the Technician/Electrician and an **ACSA representative**. Monthly progress reports should be submitted timeously by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's.

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

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

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

Quarterly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding service or repair are attached to their invoices. This will include information on:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. maintenance plan for the next quarter
4. Asset register up to date including equipment data
5. Outstanding maintenance issues
6. Findings from the previous service
7. Recommended improvement opportunities

The contractor shall keep copies of all reports and records for at least five (5) years. All reports shall be in a format as agreed with the Service Manager from time to time.

Failure Reports

After every incidence or failure which warrants a call out, the contractor shall provide the Employer with a comprehensive equipment failure report. The report should at a minimum describe the incidence, the root cause resulting with the failure, the intervention undertaken to return the airfield lights, apron lights

and associated control infrastructure to service, and all future actions that need to be undertaken to return the unit to a healthy state/condition.

Invoicing and Payment

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

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

Name and address of the *Contractor* and the *Service Manager*;
The contract number, Blanket Purchase Order Number and title;
Contractor's VAT registration number;
The *Employer's* VAT registration number 4930138393;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

Equipment

The *Contractor* shall hand-over any equipment and tools which was procured during the service period and claimed for to be paid by the *Employer*.

Information and Other Things

During the duration of the contract, the *Contractor* will acquire extensive intellectual property about the associated assets, equipment and procedures. This information cannot be used for any other reason except for fulfilment of this agreement. Any such intellectual property must be handed over to ACSA at the end of the Service period. These will include, but is not limited to, the following:

1. Reports
2. Memorandums
3. Drawings
4. Operating manuals
5. Service history books
6. Pictures
7. Movie Clips
8. Audio Clips
9. Spread sheets / Databases
10. Meeting minutes
11. Communiqués
12. Files
13. Warranties

3. HEALTH & SAFETY

The *Contractor* shall comply with the health and safety requirements contained in section C1.3 above under PART C1: AGREEMENT AND CONTRACT DATA. Detailed records (attendance register) of all people (including subcontractors) working on the affected property must be kept.

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal Protective Equipment

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Environment

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

At no time, shall the Contractor:

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

Quality Plans and Control

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

A quality control plan should be developed for both the quarterly and the annual service requirements. The respective Service Manager should indicate his/her required intervention points on this plan: be it a hold, witness, or visual inspection point.

4. PROCUREMENT

Preferential Procurement Procedures

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

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

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

No undefined (Price List) expenditure will be allowed to claim for by the *Contractor*. Where the need arises for such items - it must be clearly motivated for and approved by the *Service Manager*.

The *Contractor* is obliged to deliver or provide all necessary material and equipment to execute the works (e.g. measuring instruments and tools) and small items (e.g. lubricants and cleaning agents).

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

Subcontracting

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

Specialist services that may be required for this contract should be indicated and priced for as part of the quarter or annual services. This should be indicated as part of the service kit in Annex B.

BBBEE and Preferential Scheme

In order to qualify for B-BBEE recognition, ACSA will only accept B-BBEE certificates from SANAS accredited verification agencies and IRBA approved auditors as proof of B-BBEE status.

Specifications

The *Contractor* shall use only tools and test equipment relevant to the operation, repair and maintenance of **Standby diesel generator and associated infrastructure**. All test equipment used shall be calibrated as per regulation to ensure accurate measurement results are obtained at all times. Proof of calibration certificates needs to be issued on request by the *Service Manager*. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.

Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, expiry date, etc.) cannot be determined, then the *Service Manager* must be afforded the opportunity to inspect and authorize the items prior to it being delivered onto ACSA premises.

Correction of defects

The *Contractor* shall immediately report any equipment defects found whilst performing the services. All defects and non-conformances must be corrected immediately with agreement of the service manager. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) is listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

The *Employer* will hold the *Contractor* liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

5. WORKING ON AFFECTED PROPERTY

Without prejudice, the *Contractor* shall at all times adhere to the Airport site entry requirements.

Permits

The Contractor shall not be compensated for costs relating to ACSA required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

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

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

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

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

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

Proof of compliance with the law

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

Provided by the Contractor

The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to conduct the service.

Records of Contractor's Equipment

The contractor is to keep record of equipment used on site. The record sheet should contain all the equipment relevant information i.e. The record will be checked by Aviation Security during both entry and exit to the Airside.

At the start of the contract, the contractor must submit a detailed list (make, model, serial number etc.) of equipment and tools that will be taken and used on ACSA premises - for approval by the *Service Manager*. This list must be approved regularly as and when tools and equipment are added or removed from it.

As part of the monthly report the contractor need to indicate in writing when extraordinary equipment (outside of the original equipment list referred to above) will / have been brought onto (or removed from) ACSA premises. If need be a special permission slip for this must be formulated to be signed by the *Service Manager* for this purpose.

The various approved lists must be at all times made available to the AVSEC department (including their contracted service provider) on request.

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Specifications and parameters	Annex B
Service Level Agreement	Annex C
OHS Act Appointment by Contractor	Annex D
Environmental Terms and Conditions	Annex E
Schedule of Tools and Special Equipment	Annex F
Resource proposal	Annex G
Suggested Maintenance Programme	Annex H
Contractors Organogram	Annex I
Contractor's Maintenance Schedule	Annex J
Safety File Requirements	Annex K

ANNEX A

SCHEDULE OF EQUIPMENT – STANDBY DIESEL GENERATORS AND FUEL TANKS OR
TAMBO INTERNATIONAL AIRPORT

- **Standby** diesel generator plant and associated ancillary equipment
 - Engine
 - Safety protection shutdown alarm tests.
 - Alternators
 - Battery and charging system tests
 - Cooling Systems
 - Fuel Systems
 - Miscellaneous equipment
 - Air Intake and Exhaust System
 - Oil System
 - Controls
 - Samples
- Fuel system
 - Filtration & Pressure testing
 - Fuel monitoring system (sensors)

Table 1: standby diesel generators engines quantity and sizes

Item	Description	Location	Substation	kVA	Fuel Tanks
1	Generator set 1	Airfield Precinct	15/33	500kVA	9000L
2	Generator set 2	Airfield Precinct	03L	500kVA	9000L
3	Generator set 3	Airfield Precinct	21R	400kVA	9000L
4	Generator set 4	Airfield Precinct	New/L-band	200kVA	4500L
5	Generator set 5	Airfield Precinct	03R	500kVA	9000L
6	Generator set 6	Airfield Precinct	Mobile Gen	500kVA	1000L
7	Generator set 7	Airfield Precinct	21L	500kVA	9000L
8	Generator set 8	Airfield Precinct	New ops	500kVA	22000L
9	Generator set 9	Airfield Precinct	Super South Gate (entry)	150kVA	4500L
10	Generator set 10	Airfield Precinct	Fuel Farm	2000kVA	9000L
11	Generator set 11	Airfield Precinct	Victor 3	40kVA	100L
12	Generator set 12	Airfield Precinct	SAPS GATE	13,8kVA	50L
13	Generator set 13	Airfield Precinct	Super South Gate (long term parking)	105kVA	200L
14	Generator set 14	Freight Precinct	Golf apron	165kVA	200L
15	Generator set 15	Freight Precinct	Sub 1	800kVA	14000L
16	Generator set 16	Freight Precinct	Safiar Gate	13,8kVA	50L
17	Generator set 17	Freight Precinct	Perishable Cargo Triangle (gate)	13,8kVA	100L

18	Generator set 18	Terminal Precinct	Sub 1 Gen 1	800kVA	9000L
19	Generator set 19	Terminal Precinct	Sub 1 Gen 2	800kVA	9000L
20	Generator set 20	Terminal Precinct	Sub 2	800kVA	14000L
21	Generator set 21	Terminal Precinct	Sub 5 Gen 1	800kVA	9100L
22	Generator set 22	Terminal Precinct	Sub 5 Gen 2	800kVA	9100L
23	Generator set 23	Terminal Precinct	Sub 5 Gen 3	800kVA	
24	Generator set 24	Terminal Precinct	Sub 8	800kVA	4500L
25	Generator set 25	Terminal Precinct	Sub 9 Gen 1	880kVA	9000L
26	Generator set 26	Terminal Precinct	Sub 9 Gen 2	880kVA	9000L
27	Generator set 27	Terminal Precinct	Sub 9 Gen 3	880kVA	
28	Generator set 28	Terminal Precinct	Sub 10	880kVA	9000L
29	Generator set 29	Terminal Precinct	Sub 11 Gen 1	800kVA	9000L
30	Generator set 30	Terminal Precinct	Sub 11 Gen 2	800kVA	9000L
31	Generator set 31	Terminal Precinct	Sub 12	1600kVA	14000L
32	Generator set 32	Terminal Precinct	Sub 13 Gen 1	1600kVA	14000L
33	Generator set 33	Terminal Precinct	Sub 13 Gen 2	1600kVA	14000L
34	Generator set 34	Terminal Precinct	Sub 14	800kVA	9000L
35	Generator set 35	Terminal Precinct	Sub 15	550kVA	16000L
36	Generator set 36	Terminal Precinct	Sky Top Engine	65kVA	100L

ANNEX B

STANDBY DIESEL GENERATOR SPECIFICATIONS AND PARAMETERS (TYPE AND PRICE)

The Contractor shall provide **all** spares necessary for the execution of the works as per OEM requirements. Table indicates models of installed systems at each airport. Contractor should complete the list as deemed appropriate to meet the OEM requirements and further provide pricing data for each type of installed standby diesel generators in Table 1 below.

Table 2: Installed specifications and parameters

PRECINT	SUBSTATION NO. & SIZE	ENGINE TYPE & MODEL	ALTERNATOR TYPE & MODEL	GENERATOR OR CONTROL	BULK TANK SIZE (LITERS)
TERMINAL	SUB 1 2 x 800kVA	GEN 1: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U4310C Designation: 3012-TAG3A CFL no.:974310 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STAMFORD AC GENERATOR GEN 1Manufactured month/year:10/98 GEN 2Manufactured month/year:01/01 Type: HC1634G1 AVR:MX321 PF:0,8 GEN 1 Volts:380 GEN 2 Volts:400 GEN 1 Ratings: STANDBY GEN 2 Ratings: N/A Excitation volts:58 GEN 1 Serial no.:0130130 GEN 2 Serial no.:084767-5 RPM:1500 Amps: 1166	CIRCON	2x 9000L With fuel level and water level sensor
		GEN 2: PERKINS 3000 SERIES Engine no.: SGD120000U4405G Designation: 3012-TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °			

			<p>Ambient temp: 27 °C</p> <p>Amps:3,30</p> <p>Frequency:50Hz</p> <p>Phase: 3</p> <p>Stator WDG:12</p> <p>Stator CON: STAR</p> <p>Enclosure: IP22</p> <p>Insulation class: H</p>		
	<p>SUB 2</p> <p>1x 800kVA</p>	<p>PERKINS 3000 SERIES</p> <p>Engine no.: SGD120000U3415H</p> <p>Designation: 3012-TAG3A</p> <p>Valve clearance cold in.:0,2mm</p> <p>Valve clearance cold Exh.:0,5mm</p> <p>Injection timing:15 °</p>	<p>STAMFORD AC GENERATOR</p> <p>Manufactured month/year:01/01</p> <p>Type: HC64G1</p> <p>AVR:MX321</p> <p>PF:0,8</p> <p>Volts:380</p> <p>Ratings: STANDBY</p> <p>Excitation volts:58</p> <p>Serial no.:141959-1</p> <p>RPM:1500</p> <p>Amps: 1166</p> <p>Ambient temp: 27 °C</p> <p>Amps:3,30</p> <p>Frequency:50Hz</p> <p>Phase: 3</p> <p>Stator WDG:12</p> <p>Stator CON: STAR</p>	<p>DEEP SEA</p> <p>Model: 8610</p>	<p>14000L</p> <p>With fuel level and water level sensor</p>

			Enclosure: IP22 Insulation class: H		
	SUB 5 3x 800kVA	GEN 1: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U5369B Designation: 3012-TAG3A CFL no.:965369 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STAMFORD AC GENERATOR Manufactured month/year:07/98 Type: HC134G1 AVR:MX321 PF:0,8 Volts:380 Ratings: STANDBY Excitation volts:58 Serial no.:74569-4 RPM:1500 Amps: 1166 Ambient temp: 27 °C Amps:3,30 Frequency:50Hz Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H	DEEP SEA Synchronizing controller Model: DSE 8610	2x 9100L With fuel level and water level sensor

		GEN 2: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U5366B Designation: 3012-TAG3A CFL no.:965366 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STAMFORD AC GENERATOR Manufactured month/year:07/98 Type: HC1634G1 AVR:MX321 PF:0,8 Volts:380 Ratings: STANDBY Excitation volts:58 Serial no.:74569-4 RPM:1500 Amps: 1166 Ambient temp: 27 °C Amps:3,30 Frequency:50Hz Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H		
		GEN 3: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U5367B Designation: 3012-TAG3A CFL no.:965367 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm	STAMFORD AC GENERATOR Manufactured month/year:07/98 Type: HC1634G1 AVR:MX321 PF:0,8 Volts:380 Ratings: STANDBY		

		Injection timing:15 °	Excitation volts:58 Serial no.:74569-1 RPM:1500 Amps:1166 Ambient temp:27 °C Amps:3,30 Hz:50 Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H		
	SUB 8 1x 800kVA	PERKINS 3000 SERIES Engine no.: SGD120230U0136D Designation: 3012 TAG3A CFL no.:980136 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STANDBY GENERATOR X5456 800kVA 400V	CIRCON	4500L With fuel level and water level sensor
	SUB 9 1x 880kVA	GEN 1: PERKINS 3000 SERIES Engine no.: SGD120285U0588H Designation: 3012 TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 ° GEN 2: PERKINS 3000 SERIES Engine no.: SGD120285U0586H	GEN 1-3, LEROY SOMER: LSA:49,1L9 C 6/4 GEN 1 N°:118050/2 GEN 2 N°:117837/2 GEN 3 N°:117837/1 RPM:1500 PF:0,8 Regulator/AVR: R448/D AREP	DEEP SEA	2X9000L With fuel level and water level sensor

		<p>Designation: 3012-TAG3A</p> <p>Valve clearance cold in.:0,2mm</p> <p>Valve clearance cold Exh.:0,5mm</p> <p>Injection timing:15 °</p>	<p>Altit.: < 1000m</p> <p>Rlt AR/N.D. E bearing:6320 UO C</p> <p>Grease.: Esso UNIREX N3</p> <p>En charge/ full load:38,40V/3,28A</p> <p>a vide/ at no load:0,92A</p>		
		<p>GEN 3: PERKINS 3000 SERIES</p> <p>Engine no.: SGD120285U0491H</p> <p>Designation: 3012-TAG3A</p> <p>Valve clearance cold in.:0,2mm</p> <p>Valve clearance cold Exh.:0,5mm</p> <p>Injection timing:15 °</p>	<p>Date GEN 1: 01/10</p> <p>Date GEN 2: 01/10</p> <p>Date GEN 3: 01/09</p> <p>Frequency:50Hz</p> <p>Protection: IP21</p> <p>Class: H</p> <p>A.V.R: R448/D AREP</p> <p>Weight :1845 kg</p> <p>Tension Voltage:400V</p> <p>Phase:3</p> <p>Conn: D</p> <p>Base:704kW</p> <p>40 °C:1270A</p> <p>secours:920 kVA</p> <p>std by:736kW</p> <p>27 °C:1327A</p>		
	<p>SUB 10</p> <p>1x 880kVA</p>	<p>PERKINS 3000 SERIES</p> <p>Engine no.: SGD120285U1627J</p> <p>Designation: 3012-TAG3A</p> <p>Valve clearance cold in.:0,2mm</p> <p>Valve clearance cold Exh.:0,5mm</p> <p>Injection timing:15 °</p>	<p>LEROY SOMER:</p> <p>LSA:49,1L9 C 6/4</p> <p>Nº:131618/1</p> <p>RPM:1500</p> <p>PF:0,8</p> <p>Regulator/AVR: R448/D AREP</p>	CIRCON	<p>9000L</p> <p>With fuel level and water level sensor</p>

			<p>Altit.: < 1000m</p> <p>Rlt AR/N.D. E bearing:6320 UO C</p> <p>Grease.: Esso UNIREX N3</p> <p>En charge/ full load:33,30V/3,19A</p> <p>a vide/ at no load:0,92A</p> <p>Date: 02/18</p> <p>Frequency:50Hz</p> <p>Protection: IP23</p> <p>Class: H</p> <p>A.V.R: R448/D AREP</p> <p>Weight :1845 kg</p> <p>Tension Voltage:400V</p> <p>Phase:3</p> <p>Conn: D</p> <p>Base:704kW</p> <p>40 °C:1270A</p> <p>secours:920 kVA</p> <p>std by:736kW</p> <p>27 °C:1327A</p>		
	<p>SUB 11</p> <p>1x 800kVA</p>	<p>PERKINS</p> <p>Engine no.: DGD062001U8232M</p> <p>Designation: 4006-23-TAG3A</p> <p>r/min: 1500RPM</p> <p>bhp/kW_b: 910/679</p> <p>SPILL/IGN. TIMING :17.5 °</p>	<p>STAMFORD PE9 2NB</p> <p>UL file no.:0BJY2, E193471</p> <p>Frame/core: HC. 64G</p> <p>WDG: 12</p> <p>Machine ID: A06D553630</p> <p>Serial no:0209097/001</p>	<p>DEEP SEA</p> <p>Model: 5510</p>	<p>2x9000L</p>
		<p>PERKINS</p> <p>Engine no.: DGD062001U2566N</p>	<p>STAMFORD PE9 2NB</p> <p>UL file no.:0BJY2, E193471</p>	<p>DEEP SEA</p>	

		<p>Designation: 4006-23-TAG3A 1500RPM</p> <p>Engine rating: 6794 BKW 17.5 °</p>	<p>Frame/core: HC. 64G</p> <p>WDG: 12</p> <p>Machine ID: A06D552595</p> <p>Serial no:0209097/002</p>	<p>Model: 5510</p>	
	<p>SUB 12</p> <p>1x 1600kVA</p>	<p>PERKINS</p> <p>Engine no.: DGB162286U6752N</p> <p>Designation: 4016TAG2A 1500RPM</p> <p>Engine rating:1754 BKW 16 °</p>	<p>STAMFORD PE9 2NB</p> <p>UL file no.:0BJY2, E193471</p> <p>Frame/core: PI734D1</p> <p>Machine ID: A07C754008</p> <p>Serial no:0225559/001</p> <p>Frequency: 50Hz</p> <p>RPM: 1500</p> <p>Volts:400/231</p> <p>Amps base rate: 2381.6</p> <p>PF:0.8</p> <p>Ex. Volts: 60</p> <p>Ex. Amps: 3.10</p> <p>Ambient temp: 40°C</p> <p>Enclosure: IP23</p> <p>Insulation class: H: UL1446</p> <p>Stator WDG.: 12</p> <p>Stator conne: STAR</p> <p>AVR:MX321</p>	<p>DEEP SEA</p> <p>Model: 5510</p>	<p>14000L</p> <p>With fuel level and water level sensor</p>
	<p>SUB 13</p> <p>2x 1600kVA</p>	<p>GEN 1: PERKINS</p> <p>Engine no.: DGB162286U0956P</p> <p>Designation: 4016TAG2A 1500RPM</p> <p>Engine rating:1697 BKW 16 °</p>	<p>STAMFORD PE9 2NB</p> <p>UL file no.:0BJY2, E193471</p> <p>Frame/core: PI734D1</p> <p>WDG:12</p>	<p>DEEP SEA</p> <p>Model: 5510</p>	<p>2x14000L</p> <p>With fuel level and water</p>

			Machine ID: A07C754960 Serial no:0225559/002		level sensor
		GEN 2: PERKINS Engine no.: DGB162286U1099P Designation: 4016TAG2A 1500RPM Engine rating:1697 BKW 16 °	STAMFORD PE9 2NB UL file no.:0BJY2, E195471 Frame/core: PI734D1 WDG:12 Machine ID: A07C760327 Serial no:0225559/003	DEEP SEA Model: 5510	
	SUB 14 1x 800kVA	PERKINS Engine no.: DGD062001U2568N Designation: 4006-23TAG3A 1500RPM Engine rating:679 BKW 17.5 °	STAMFORD PE9 2NB UL file no.:0BJY2, E193471 Frame/core: HC.64G WDG:12 Machine ID: A06D555988 Serial no:0209097/003	LOVATO	9000L With fuel level and water level sensor
	SUB 15 1x 550kVA	PERKINS Engine no.: MGB063008 U117P Designation: 2506AE15TAG2 1500RPM Engine rating:434 BKW	STAMFORD Manufactured month/year:01/08 Type: HC.1534D1 AVR:MX321 PF:0,8 Volts:400/231 Ratings: CONT. Excitation volts:43 Serial no.:0242119/1 RPM:1500 Amps:793.9 Ambient temp:40 °C Amps:2,50	LOVATO RGK60	16000L With fuel level and water level sensor

			Hz:50 Phase: 3 Stator WDG:311 Stator CON: S. STAR Enclosure: IP23 Insulation class: H		
	SKY TOPS ENGINE 1x 65kVA	JOHN DEERE Engine serial no.: CD4039T357477 Application data: 4039TF003	LEROY SOMER: LSA:441SI N°:80660.04 Frequency:50Hz PF:0,8 Voltage: 380V Phase:3 Insulation class: H Ex. cont. duty:22V, 3.0A at no load:0,8A Weight.: 275kg Regulator: R438 Date: 11/97 Frequency:50Hz Protection: IP21 Ambient temp: 40° C	UNKNOWN	100L
AIRSIDE	15/33 1x 800kVA	CATERPILLAR Engine serial no.: 81Z25690 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604	LEROY SOMER: LSA:47.1L10C 6/4 N°:120015/2 RPM:1500 PF:0,8	CIRCON	9000L With fuel level and water level sensor

		Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	Regulator/AVR: R448 LS/C AREP Altit.: < 1000m Rlt AR/N.D. E bearing:6315 2RC Grease.: Esso UNIREX N3 en charge/ full load:34.0V/3,33A a vide/ at no load:0,91A Date: 01/20 Frequency:50Hz Protection: IP21 Class: H Weight :1110 kg Tension Voltage:400V Phase:3 Conn: D Base:400kW 40 °C:721A secours:540 kVA std by:432kW 27 °C:779A		
	03L 1x800kVA	CATERPILLAR Engine serial no.: 81Z25541 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm	LEROY SOMER: LSA:47.1L10C 6/4 N°:120015/1 RPM:1500 PF:0,8 Regulator/AVR: R448 LS/C AREP Altit.: < 1000m Rlt AR/N.D. E bearing:6315 2RS	CIRCON	9000L With fuel level and water level sensor

		<p>Full torque static fuel: 4.46mm</p> <p>Rated: 601HP 448.0kW at 1500RPM</p> <p>Fuel timing: 30.0BTC</p> <p>Bare engine high idle RPM: 1534</p>	<p>Grease.: Esso UNIREX N3</p> <p>en charge/ full load:34.0V/3,33A</p> <p>a vide/ at no load:0,91A</p> <p>Date: 01/20</p> <p>Frequency:50Hz</p> <p>Protection: IP21</p> <p>Class: H</p> <p>Weight :1110 kg</p> <p>Tension Voltage:400V</p> <p>Phase:3</p> <p>Conn: D</p> <p>Base:400kW</p> <p>40 °C:721A</p> <p>secours:540 kVA</p> <p>std by:432kW</p> <p>27 °C:779A</p>		
	<p>21R</p> <p>1x 400kVA</p>	<p>PERKINS 2300 SERIES</p> <p>Engine no.: FGB061411 U9579P</p> <p>Designation: 2306A-E14TAG2 1500RPM</p> <p>Engine rating:344 BKW</p>	<p>OLYMPIAN CATERPILLAR</p> <p>Model: GEP400-1</p> <p>Serial no: OLY000000A23100141</p> <p>Year of manu.:2008</p> <p>Rated power-STANDBY: 400kW, 0.8</p> <p>Rated voltage: 400/230</p> <p>Phase: 3</p> <p>Rated frequency: 50 Hz</p> <p>Rated current: 577A</p> <p>Rated R.P.M: 1500</p> <p>Maximum altitude: 152.4m</p>	CIRCON	<p>9000L</p> <p>With fuel level and water level sensor</p>

			<p>Maximum ambient temp: 27°C</p> <p>Sales order reference: 265274/10</p> <p>Alternator conn.: S. STAR</p> <p>Rating ISO 8528-3: PR 500H TLO.875</p> <p>Alternator enclosure: IP 23</p> <p>Insulation class: H</p> <p>Ex. Voltage: 40V</p> <p>Ex. Current: 2A</p> <p>AVR: R448C</p> <p>SOMER LEROY AC SYNCHRONOUS GENERATOR</p> <p>Serial N°.:220564/03</p> <p>Frame/core: LL 61148</p> <p>WDG:6/4</p>		
	<p>NEW/L BAND</p> <p>1x 200kVA</p>	<p>SCADIA</p> <p>Type.: D 9 92</p> <p>Variant: A 23 D</p> <p>Engine no.: 8502203</p> <p>Valve clearance cold engine</p> <p>Inlet:045mm</p> <p>Exhaust:0.8mm</p> <p>Pump timing: 17° before T.D.C</p>	<p>LEROY SOMER:</p> <p>LSA:45.2M5 C 6/4</p> <p>N°:120033/1</p> <p>RPM:1500</p> <p>PF:0,8</p> <p>Regulator/AVR: R448 LS/C AREP</p> <p>Altit.: < 1000m</p> <p>Rlt AR/N.D. E bearing:6315 2RS</p> <p>Grease.: Esso UNIREX N3</p> <p>en charge/ full load:31.7V/3,62A</p> <p>a vide/ at no load:1.0A</p> <p>Date: 01/20</p>	<p>CIRCON</p>	<p>4500L</p> <p>With fuel level and water level sensor</p>

			Frequency:50Hz Protection: IP23 Class: H Weight :585 kg Tension Voltage:400V Phase:3 Conn: D Base:160kW 40 °C:288A secours:223 kVA std by:178kW 27 °C:321A		
	03R 1x 500kVA	CATERPILLAR Engine serial no.: 81Z25675 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	LEROY SOMER: LSA:407L AREP NO.:140651-01 Fequency:50 Duty V: 400V A: 3,9A PF:0,8 Excitation cont. duty:32V, 3.14A Weight:1110kg IP:21 Winding:1 leads:12 Amb:40 °C Date: 04/03 Hz:50	CIRCON	9000L With fuel level and water level sensor

			RPM: 1500rpm Ins. class: H Regulator/AVR: R448 Phase:3 Conn: D NDE BRG:6315.2RS		
	21L 1x 500kVA	CATERPILLAR Engine serial no.: 81Z25690 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	LEROY SOMER: LSA:471L AREP NO.:135982-4 Fequency:50 Duty V: 400V A: 3,9A PF:0,8 Excitation cont. duty:32V, 3.2A Weight:1110kg IP:21 Winding:1 leads:12 Amb:40 °C Date: 04/03 Hz:50 RPM: 1500rpm Ins. class: H Regulator/AVR: R448 Phase:3 Conn: D NDE BRG:6315.2RS	CIRCON	9000L With fuel level and water level sensor

	NEW OPS 1x 500kVA	PERKINS 1300 SERIES Year:2003 Displacement: 531 in ³ cylindree:8,7L Model: GCB330 Adv. BPH@RPM: 330@1500rpm Engine family: DTA 530E Serial no.: WS4418N1434413	LEROY SOMER: LSA:462L6 AREP NO.:139176-1 Fequency:50 Duty V: 400V Duty A: 360A A: 3,9A PF:0,8 Excitation cont. duty:34V Weight:710kg IP:21 Winding:1 leads:12 Amb:40 °C Date: 06/03 Hz:50 RPM: 1500rpm Ins. class: H Regulator/AVR: R448 Phase:3 Conn: D NDE BRG:6315.2RS	CIRCON	22000L With fuel level and water level sensor
	SUPER SOUTH GATE (ENTRY) 1x 150kVA	PERKINS 1300 SERIES Year:2003 Displacement: 531 in ³ cylindree:8,7L Emission family: 2NVXL0530ANC	LEROY SOMER: LSA:422L11 AREP NO.:144217-2 Fequency:50 Duty V: 400V	CIRCON	4500L

		<p>Model: GCB250</p> <p>Adv. BPH@RPM: 2500@1500rpm</p> <p>Serial no.: WS4414N1391669</p>	<p>Duty A: 216A</p> <p>PF:0,8</p> <p>Excitation cont. duty:16V, 3.4A</p> <p>Weight:560kg</p> <p>IP:21</p> <p>Winding:1</p> <p>leads:12</p> <p>Amb:40 °C</p> <p>Date: 07/03</p> <p>Hz:50</p> <p>RPM: 1500rpm</p> <p>Ins. class: H</p> <p>Regulator/AVR: R448</p> <p>Phase:3</p> <p>Conn: D</p> <p>NDE BRG:6309.2RS</p>		
	<p>FUEL FARM</p> <p>1x 2000kVA</p>	<p>PERKINS</p> <p>Engine no.: DGDM6003 U21437U</p> <p>Designation: 4012-46TAG3A 1500RPM</p> <p>Engine rating:1436 BKW 18⁰</p>	<p>LEROY SOMER: BRUSHLESS SYNCHRONOUS GEN</p> <p>Type: LSC 74L</p> <p>Duty rating:1600kW</p> <p>Stator conn.: Star</p> <p>Regulator/AVR: R448/D AREP</p> <p>N.D.E bearing: 6226</p> <p>SAE flange:00/21</p> <p>AVR.: R449</p> <p>Nr.: L74-479</p> <p>Voltage:400V</p> <p>Current: 2887A</p>	<p>DEEP SEA</p> <p>DSE 7410</p>	<p>9000L</p> <p>With fuel level and water level sensor</p>

			PF: 0,8 Phase: 3 Ambient: 40 °C Thermal class: H V excitation: 40V A excitation: 4,3A RPM :1 500rpm Frequency:50Hz Enclosure: IP 23 Weight: 4000kg		
	SUPER SOUTH GATE (LONG TERM PARKING) 1x 105kVA	DEUTZ Engine: BF6L 914 Motor no.: 08812464 97kW 1500RPM Angle: 20 +-0.5 5263 RPM DIN/ISO 3046 IFN Serial no.:100209	MARELLI GENERATOR AC GENERATOR Type: MJB 225 MA 4 Code: MJB2232L63317 Serial no.: MV24929 06'08 Weight:420kg Phase:3 IP:23 Ins class: H PF: 0,8 V: 400 Star, 231 Delta A: 152 Star, 262 Delta Frequency:50 RPM: 1500rpm Ambient Temp: 40 °C Vex.:30 Aex.:2,4 change in Tcl.:H	DEUTZ GC- 1F	200L

			Year of manu.: 2008 Purchase date: 08/08		
	MOBILE GEN. 1x 500kVA	CATERPILLAR Engine serial no.: 81Z25540 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	LEROY SOMER: LSA:471L10 C 6/4 Date: 01/20 Nº:120015/3 Frequency:50Hz RPM:1500 Protection: IP21 PF:0,8 Regulator/AVR: 448 LS/C AREP Altit.: < 1000m Weight :1110 kg Rlt AR/N.D. E bearing:6316 2RS Grease.: Esso UNIREX N3 Ex. Values: 400V 40°C en charge/ full load:34.0V/3.33A a vide/ at no load:0.91A Tension Voltage:400 Phase:3 Conn: D Base:400kW 40 °C:721A Secours:540 kVA std by:432kW 27 °C:770A	CIRCON	1000L
	SAPS GATE	PERKINS	OLYMPIAN CATERPILLAR		50L

	1x 13.8kVA	Type.: HL51102U Serial no.: 513432K	Model: GEP13.5-2 Serial no: OLY00000VPXT00550 Year of manu.:2003 Rated power-STANDBY: 11kW, 0.8 Rated voltage: 400/230 Phase: 3 Rated frequency: 50 Hz Rated current: 19.9A Rated R.P.M: 1500 Maximum altitude: 152.4m Maximum ambient temp: 25°C Sales order reference: 102838/001C Alternator conn.: S. STAR Rating ISO 8528-3: BR Alternator enclosure: IP 23 Insulation class: H Ex. Voltage: 40V Ex. Current: 2A AVR: R230/A		
	VICTOR 3 1x 40kVA	UNKNOWN Engine serial no.: CD3029B036898 Application data: 3029DF120	LEROY SOMER: LSA:43.2S15J 6/4 Date: 07/09 Nº:205478/40 Frequency:50Hz RPM:1500 Protection: IP23 PF:0,8	MICS NEXYS	100L

			Regulator/AVR: R230 0U R250R250 Altit.: < 1000m Weight :210 kg Rlt AR/N.D. E bearing:6367 ZRS Grease.: Esso UNIREX N3 Ex. Values: 400V 40°C en charge/ full load:26.60V/1.44A a vide/ at no load:0,46A Tension Voltage:400 Phase:3 Conn: STAR Base:32kW 40 °C:57.7A Secours:47 kVA std by:37.6 27 °C:67.8A		
CARGO	GOLF APRON 1x 165kVA	OLYMPIAN Model: GEP165 Serial no: OLY00000KRTG07127 Year of manu.:2008 Rated power-STANDBY: 132kW, 0.8 Rated voltage: 400/230 Phase: 3 Rated frequency: 50 Hz Rated current: 238A Rated R.P.M: 1500 Maximum altitude: 152.4m	LEROY SOMER Frame/core: LL 3014H WDG:6/4 Serial no:225064/37 Sales order reference: 285193/10 Alternator conn.: S. STAR Rating ISO 8528-3: PR 500H TLO.875 Alternator enclosure: IP 23 Insulation class: H Ex. Voltage: 47V Ex. Current: 2A	OLYMPIA N	200L

		Maximum ambient temp: 27°C ENGINE FAMILY: PERKINS Engine displacement :5.986 Model year:2008 Engine type:2614/1500	AVR: R250		
	SUB 1 1x 800kVA	PERKINS 3000 SERIES Engine no.: SGE080012U2443P Designation: 3008-TAG4 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:18 °	STAMFORD Manufactured month/year:11/99 Type: HC.1544C1 AVR: SX440 PF:0,8 Volts:400/230 Excitation volts:43 Serial no.:0115746701 RPM:1500 Amps:793.9 Amps:2,50 Hz:50 Phase: 3 Stator WDG:311 Stator CON: S. STAR Enclosure: IP22 Insulation class: H	CIRCON	14000L With fuel level and water level sensor
	SAFAIR 1x 13.8kVA	PERKINS Type.: HL35100U Serial no.: 516055L	LEROY SOMER Frame/core: LL 1014H WDG:6/44 Serial no:162665/05	UNKNOWN	100L

			<p>Sales order reference: 285193/10</p> <p>Alternator conn.: S. STAR</p> <p>Rating ISO 8528-3: PR 500H TLO.875</p> <p>Alternator enclosure: IP 23</p> <p>Insulation class: H</p> <p>Ex. Voltage: 47V</p> <p>Ex. Current: 2A</p> <p>AVR: R250</p>		
	<p>PERISHEABLE CARGO TRIANGLE</p> <p>1x 13.8kVA</p>	<p>OLYMPIAN</p> <p>Model: GEP13.5-2</p> <p>Serial no: OLY00000HPXT00908</p> <p>Year of manu.:2003</p> <p>Rated power-STANDBY: 11kW, 0.8</p> <p>Rated voltage: 400/230</p> <p>Phase: 3</p> <p>Rated frequency: 50 Hz</p> <p>Rated current: 19.9A</p> <p>Rated R.P.M: 1500</p> <p>Maximum altitude: 152.4m</p> <p>Maximum ambient temp: 27°C</p> <p>Mass: 402 kg</p> <p>ENGINE FAMILY: UNKNOWN</p> <p>Engine serial no.: CD3029B034293</p> <p>Application data: 3029DF120</p>	<p>LEROY SOMER</p> <p>Frame/core: LL 1014H</p> <p>WDG:6/44</p> <p>Serial no:162665/05</p> <p>Sales order reference: 108428/10</p> <p>Alternator conn.: S. STAR</p> <p>Rating ISO 8528-3: BR</p> <p>Alternator enclosure: IP 23</p> <p>Insulation class: H</p> <p>Ex. Voltage: 40V</p> <p>Ex. Current: 2A</p> <p>AVR: R230/A</p>	<p>MICS NEXYS</p>	<p>100L</p>



AIRPORTS COMPANY
SOUTH AFRICA

ANNEX C

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be **from 05:00 to 22:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available when required and should price for them accordingly:

Skill	Quantity	Frequency
Supervisor	1	When required
Electrician	1	When required
Diesel Mechanic	1	When required
Technical Assistant	1	When required
Engineer (OEM)	1	When required
Safety officer	1	When required

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; ➤ Standby diesel generator availability (as per ICAO/CAA/SANS requirements) shall be maintained at or above 99.5% overall per month.
Response time	All breakdowns shall be responded to within: ➤ 60 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours ➤ 1.5 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours
Closure Duration	All breakdowns shall be resolved within: ➤ 3 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk)
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per year and when necessary

Service Level Table

Low service damage will be raised against the contractor if the following service levels are not achieved:

Failure to meet the following Service Level	Low Service Damage against the Activity	Low Service Damage Percentage of the corresponding activity
Engine	Annual PM	10%
Safety protection shutdown alarm tests.	Annual PM	10%
Alternators	Annual PM	10%
Battery and charging system tests	Annual PM	10%
Cooling Systems	Annual PM	10%
Fuel Systems	Annual PM	10%
Miscellaneous equipment	Annual PM	10%
Air Intake and Exhaust System	Annual PM	10%
Oil System	Annual PM	10%
Controls	Annual PM	10%
Samples	Annual PM	10%
Filtration & Pressure testing	Annual PM	10%
Fuel monitoring system (sensors)	Annual PM	10%
Minimum guarantee for all preventive maintenance work	Per corresponding PM	100% or redo the PM
Minimum guarantee for all Corrective/Reactive/Repair Maintenance	Per corresponding CM	100% or redo the CM

Minimum legislated ORHVS qualification requirement for personnel working on MV AGL system	Contract	Immediate Termination
Preform the schedule PM on time	Per corresponding PM	10%
Fault response time	Per corresponding CM/ Task Order	10%
Incomplete activity	Per corresponding activity	10%

Human resources

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on airfield ground lighting, constant current regulators, AGL control systems and associated infrastructure.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

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

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

The Contractor must comply and respond to the following:

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

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

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

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

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

ANNEX D

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

OBJECTIVES

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

3. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
4. 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: OR Tambo International Airport 1 Jones Road, Third Floor ACSA Management Offices Kempton Park Johannesburg, 1632

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 Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the 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 Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the 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 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 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, (**Identity Number:**), a duly authorised 16.2 Appointee acting for and on behalf of 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 _____

ANNEX E

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	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company

	<ol style="list-style-type: none"> 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	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.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I, of 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:

ANNEX F

TOOLS AND SPECIAL EQUIPMENT

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any **exclusion** to the above should be listed with the lead-time required to deliver same to site.

Number	Item description	Lead time
1		
2		
3		
4		
5		
6		
7		
8		

ANNEX G

RESOURCE PROPOSAL

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

ANNEX H

SUGGESTED MAINTENANCE PROGRAMME

The Contractor shall include a suggested maintenance programme that must cover all requirements under this contract.

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance with the OEM requirements. As a minimum, the Contractor must perform the following:

Maintenance Schedule for Standby diesel generator and Associated Infrastructure

Planned Standby Diesel Generator and associated infrastructure programme			
Item	Category	Yearly	ADHOC
1	Alternator and Controls	1) Test run plant as per 4.9.3.1 2) Check and record voltage 3) Check and record amps per phase 4) Check all other instruments 5) Clean out dust from AVR, VCP and exciter rotating diode compartments 6) Check for loose connections 7) General check on control panel 8) Check safety circuit and make sure that all safety circuits are in operation 9) Check water pumps and controls 10) Check fuel pump operation and controls. 11) Check fuel line shut of valve. Make sure valves are operating freely. 12) Check all alarms circuits <ul style="list-style-type: none"> • high temperature • low oil pressure • over speed • low fuel warning 13) Checking of fuel switches and actuators 14) Alternator Brushes	Repairs (where necessary)

2	Generator Set (Including Engine)	<ol style="list-style-type: none"> 1) Check oil level, top up if necessary 2) Check condition of batteries and cables 3) Check battery electrolyte level (applicable to lead acid batteries) 4) Check battery voltage 5) Check battery voltage drop on initial test run of machine 6) Check operation of starter motors and heating elements. 7) Check operation of water temperature and oil pressure shut down circuits 8) Test each diesel generator off load for minimum of five (5) minutes and record the following: <ul style="list-style-type: none"> • Engine oil pressure • Dynamo charging readings • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes (Yearly) • Note any oil and fuel leaks 9) Check coolant temperature and level and top up if necessary 10) Check all hose connections for tightness and signs of coolant leaks 11) Clean generator and plant room 12) Replace oil in hydraulic governors (where applicable) 13) Check all spark plugs, ignition condenser, cap, rotor, wires and points, cleaned and adjusted 	Repairs (where necessary)
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3	Backup systems	<p>1) Test each diesel generator on load for minimum of 15 minutes and record the following:</p> <ul style="list-style-type: none"> • Change over time between simulated mains failure shut down and generator supply restoration (indicative value less or equal to 15 seconds for AGL systems) • Engine oil pressure • Coolant temperature • Dynamo charging readings • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes • Note any oil and fuel leaks <p>2) Service air cleaner and engine breather filters</p> <p>3) Check condition and tightness of fan belt</p> <p>4) Check level of fuel tank and top up</p> <p>5) Adjust tappets if necessary</p> <p>6) Clean diesel machines</p> <p>7) Check fuel injector and check injection pump timing as applicable</p> <p>8) Check governor</p> <p>9) Check turbo charger</p> <p>10) Check stop solenoid</p> <p>11) Check all water hoses for tightness and cracks</p> <p>12) Check engine mountings</p> <p>13) Check exhaust silencer and pipes</p> <p>14) Check if diesel fuel shut of valves are in working order</p> <p>15) Perform all safety protection shutdown alarm tests.</p> <p>16) Perform all battery and charging systems tests</p> <p>17) Inspect cooling system and perform all required relating to the cooling system</p>	Repairs (where necessary)
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		18) Check radiator matrix for dirt build up and condition of pressure cap 19)Change oil filter 20)Change air filter 21)Change fuel filter 22)Change oil 23) Flush coolant system, refill with fresh water and inhibitor to correct quantity 24) Take sample of fuel from bottom of bulk tank and primary filter for check against contamination 25) Check level of bulk fuel tank; fill up to full mark to avoid condensation. Take sample for analysis 26) Filtration of fuel for moisture and any contaminant (Conditional upon heavy rains) 27) Take fuel and oil samples	Repairs (where necessary)
4	Fuel system	1)Pressure Testing 2)Inspect Fuel Tank 3)Fuel lines connections 4)Inspect Governor and Controls 5)Supply and install new fuel filters – Primary/ Secondary 6)Check fuel pressure pump 7)Pressure testing of the U/G fuel line in accordance to SANS 10089 part 3 (33/37 – B.1.1.4) 8) Check the air intake and exhaust system condition and repair.	1)Fuel sensors and water level sensors tests and Repairs (where necessary)
5	Controls	1)Generator breaker checked 2)Mains breaker checked 3)Fused & circuit breaker checked 4)Protection relays checked 5)AMP, volt & frequency meters checked 6)Cables, terminations & earthing checked 7)All controls integrity checked.	Repairs (where necessary)

ADHOC and Yearly Maintenance – Standby Diesel generators and associated ancillary equipment	
Item	Description
1	<ul style="list-style-type: none">• Perform preventative maintenance
2	<ul style="list-style-type: none">• Perform all adhoc maintenance

After the Annual Service, a Service Report per substation shall be submitted to the organisation

ANNEX I

Contractors Organogram

ANNEX J

Contractor's Maintenance Schedule

ANNEX K

SAFETY FILE REQUIREMENTS

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid Box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment **with competencies** (where appointment are applicable depending on the task):
 - a. OHS 16(1) CEO
 - b. OHS 16(2) Assistant CEO
 - c. CR 8.1 Construction work Manager
 - d. CR 8.5 Construction H&S officer
 - e. CR 8.7 Construction work Supervisor
 - f. CR 8.8 Assistant Supervisor
 - g. CR 9.1 Risk Assessor
 - h. CR 13.1(a) Excavation Supervisor
 - i. GAR 9 Incident Investigator
 - j. GSR 9 First Aider
 - k. CR 24 & EMR 9 Electrical Tool Inspector
 - l. CR 29 (H) Fire Fighting Equipment Supervisor
 - m. CR 23 Construction Vehicles & Mobile Plant Operator
 - n. GSR 13 Ladder Inspect
 - o. Portable (Hand) Tool inspector
 - p. CR 16.1 /SANS 085 Scaffolding Inspector
 - q. CR 28 (a) Stacking and Storage Supervisor
 - r. HCS Supervisor (HCS Regulations)
 - s. OHS 19 SHE Committee Members
 - t. OHS 17 Health & Safety Reprehensive

C4 Site Information

ANNEXES to C4 (Service information)