

TENDER DOCUMENT

FOR THE

**Repairs and Maintenance of Sewerage, Potable and
Storm Water Pump Systems at Cape Town
International Airport for a period of Three (3) Years**

Tender Reference Number: CIA6720/2021/RFP

JULY 2022

Issued by

Airports Company South Africa
Cape Town 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	MAAA
7	TENDER AMOUNT (VAT Incl) This should be the same as the C1.1 Offer and Acceptance in the Contract	

RFP Timelines

Bid Invitation	20th July 2022
Non-Compulsory Briefing Session	MICROSOFT TEAMS MEETING – Please send your e-mail address to: ctiatender.admin@airports.co.za and state the Tender reference number Briefing Session: 27th July 2022 @ 10h30
Enquiries closing Date and time	5th August 2022 @ 12h00
RFP submission closing Date and time	19th August 2022 @ 12h00

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited invites tenders for the **Repair and Maintenance of Potable and Storm Water Pump Systems at Cape Town International Airport with Ref number : CIA6720/2021/RFP**

Only tenderers who are a CIDB contractor grading of **2 ME or higher** as stated on the Tender Data may submit tender offers.

Tender Document Availability

The Tender document Pack are available from **20th July 2022** 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. Graham Mitchell

E-mail address : ctiatender.admin@airports.co.za

Closing date for enquiries is **Friday 5th August 2022 @ 12h00 .**

Non-Compulsory Tender Briefing and Site Inspection

A non-compulsory clarification meeting with representatives of the Employer will take place via **MICROSOFT TEAMS on Wednesday 27th July 2022 starting a 10h30am.** Please send an email to ctiatender.admin@airports.co.za to be added to the invitation for the TEAMS briefing session

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 **Friday 19th August 2022 at 12h00 pm** (South African Standard Time). Tenders must be placed inside the ,
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 SCM Representative is Graham Mitchell | Senior Buyer</p> <p>Email address: ctiatender.admin@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p>

	<p>d) there is a material irregularity in the tender process.</p> <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>

C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer 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> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p>

	<p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>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: Procurement Department | Ground Floor | Southern Office Block Building Cape Town International Airport – Matroosfontein Cape Town</p> <p>Physical address: Same as above address</p> <p>Identification details: Bid Ref. No: CIA6720/2021/RFP</p> <p>Title: Repair and Maintenance of Potable and Storm Water Pump Systems at Cape Town International Airport</p> <p>Closing Date: 19th August 2022 Time 12:00pm</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p>

	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	There will NOT be public opening of tenders after the closing date. A price register will be sent to all bidders 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>

	<p>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</p> <p>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</p> <p>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</p> <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> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p>(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p>(ii) the summation of the prices.</p> <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> <p>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.</p> <p>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.</p>
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>

C.3.11

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

Stage 2 : Pre-Qualification

If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

To advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be accepted:

(a) a tenderer having a stipulated minimum B-BBEE status level 1 or level 2 or level 3;

Stage 3 : Mandatory Administration Criteria

(a) Completed and fully signed Form of Offer C1.1.

(b) Only tenderers who have a CIDB contractor grading of 2ME or higher.

(c) Letter of Good standing with workman’s compensation commissioner COIDA.

(d) Completed and fully signed Declaration of interest Form (SBD 4)

Stage 4 : Functionality Evaluation Criteria

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

1) Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **60 points out of 100** must be achieved for the tender to be eligible 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. Please see scoring rubric below. Breakdown of rubric is found further in the document :

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Tenderer’s resource proposal	60	Qualifications	30	15
		Years of experience in similar works	30	15
Refences	40	References	40	30

Stage 5 : Determine acceptability of preferred tenderer:

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

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

Stage 6 : Price and BBBEE (80/20)

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

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

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

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

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

	<p>Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.</p> <p>Stage 7: Negotiations if/when applicable (at the Employers discretion)</p> <p>To be determined at Stage 7</p>
C.3.12	<p>Insurance provided by the employer</p> <p>Refer to Contract Data</p>
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:

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

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

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 specialized quality, reliability and functionality.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **60 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold	Bidder Self-Assessment
		Quality Score			
Tenderer's resource proposal	60	Qualifications	30	15	
		Years of experience in similar works	30	15	
References	40	References	40	30	

* Functionality hurdle breakdown (all qualifications must be SAQA accredited)

B: All minimum threshold per resource must be met to be evaluated further

Bidders are to list the relevant experience, in terms of undertaking prior works relevant AND/OR similar to the baggage handling system (including but not limited to mechanical conveyors, electrical and control systems) in the Schedule of the Bidder's Experience and References in Part T2.2 of this document. Bidders need to indicate that projects have been successfully completed.

Qualifications – Minimum of 15 Points (Proof of qualification should be attached to the resource's CV) – All foreign and technical qualifications provided must be South African Qualifications Authority or CETA/SETA-approved/accredited

(Note: Number in the brackets below are points allocated)

Staff Complement:

The bidder is to indicate the organogram for human resources to be committed to the execution of this contract. The score below is intended to award the minimum points for satisfying the labour requirement as set out in Service Level Agreement.

Site Manager:

Role	Qualification (Number in the brackets are points allocated)	Score	Bidder Self-Assessment
Site Supervisor-Pumps	Millwright or fitting trade test Certificate (2.5)	5	
	And Any SETA or SAQA accredited OHS Training certificate (2.5)		
	OR Diploma or higher qualification in Mechanical and Millwright or fitting trade test (5)	10	
	And Any SETA or SAQA accredited OHS Training certificate (5)		
	Neither of the above	0	
Minimum score- OHS training Certificate Compulsory		5	
Maximum score- OHS training Certificate Compulsory		10	

NB: All minimum threshold per resource must be met to be evaluated further

Artisan/Technician Mechanical/Electrical:

Role	Qualification	Score	Bidder Self-Assessment
Technician (s)	Millwright or Fitting trade test Certificate (5) OR Diploma in Mechanical engineering and Fitting or Millwright trade test (10)	5 10	
	Neither of the above	0	
Minimum score		5	
Maximum score		10	

NB: All minimum threshold per resource must be met to be evaluated further

Assistant Mechanical:

Role	Qualification	Score	Bidder Self-Assessment
Assistant	N2 Mechanical/Electrical (5) OR N3 or higher qualification in mechanical/Electrical engineering (10)	5 10	
	Neither of the above	0	
Minimum score		5	
Maximum score		10	

NB: All minimum threshold per resource must be met to be evaluated further

Years of Experience – Minimum of 15 points (Proof of similar or relevant experience should be included in the resources' CV)

Site Supervisor:

Role	Experience	Score	Bidder Self-Assessment
Site Supervisor-Pumps	Min 3 yrs of experience maintenance of pumps and valves including supervisory (2.5) And Min 2 yrs experience of being responsible for OHS on site/plant (2.5)	5	
	OR Above 3 years of experience in maintenance of pumps and valves including supervisory (5) And Above 2 years' experience of being responsible for OHS on site/plant (5)	10	
	(CV must include details of experience and relevant experience include being knowledgeable and having direct involvement in working with and supervising		

	staff who are working on Repairs of Sewerage, potable and Storm water Pumps and Valves - electrical panels of being responsible for industrial health and safety experience on site.)		
	Note: Supervisory and OHS experience could have been served within the same 3 years. Points will only be score when all details are included.		
	No relevant experience	0	
Minimum score- OHS Supervisory Experience Compulsory		5	
Maximum score- OHS Supervisory Experience Compulsory		10	

NB: All minimum threshold per resource must be met to be evaluated further

Artisan/Technician Mechanical/Electrical(s)

Role	Experience	Score	Bidder Self-Assessment
Technician (s)	Min of 3 years in maintenance of pumps and valves. (5)		
	OR		
	Above 3 years of experience in maintenance of pumps and valves. (10)		
	(CV must include details of experience and relevant experience include being knowledgeable and having direct involvement in working with and supervising staff who are working on Repairs of Sewerage, potable and Storm water Pumps and Valves - electrical panels of being responsible for industrial health and safety experience on site.)	5 10	
	(Points will only be score when all details are included) experience can be cumulative – with relevance to the requirements needed		
	No relevant experience	0	
Minimum score		5	
Maximum score		10	

NB: All minimum threshold per resource must be met to be evaluated further

Assistant Mechanical:

Role	Qualification	Score	Bidder Self-Assessment
Assistant	One (1) year experience in maintenance of mechanical pumps and valves (5)	5	
	OR Above one (1) Year experience in maintenance of mechanical pumps and valves (10)	10	
	No relevant experience	0	
Minimum score		5	
Maximum score		10	

NB: All minimum threshold per resource must be met to be evaluated further

References – 30 (Proof of previous work of at least two (2) reference of the tendering entity where similar or relevant works were previously done or are currently ongoing, submitted on the client's letterhead, describing the type of work and reference number or purchase order).

Less than 2 or no References	0	
2 References	30	
3 or more References	40	
Minimum score	30	
Maximum score	40	

Certificates of Completion and or signed Client Reference Letters with proof of Contract Values or Proof of Contract Values of Previous Projects Completed must be attached on **Returnable document number A5, A6, A7 and A8**).

Functionality hurdle breakdown (all qualifications must be SAQA accredited)

Bidders are to list the relevant experience, in terms of undertaking prior works relevant

Qualifications

- All foreign and technical qualifications provided must be South African Qualifications Authority or CETA/SETA-approved/accredited
- The bidder is to indicate the organogram for human resources to be committed to the execution of this contract

NB: All minimum threshold per resource must be met to be evaluated further

Certificates of Completion and or signed Client Reference Letters with proof of Contract Values or Proof of Contract Values of Previous Projects Completed must be attached on **Returnable Document**

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.**

Clause Number	Tender Data
F.3.13	<p>a) In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ol style="list-style-type: none"> i. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. ii. the tenderer has not abused the Employer's supply chain management system; and iii. the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect. iv. The Employer/ may also request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. <p>b) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.</p> <p>c) The bid documents shall be submitted as a whole and shall not be taken apart unless the tenderer is instructed to do so in the bid documents.</p> <p>d) The list of returnable documents (PART T2) must be completed in full. (A tenderer's company profile will not be used by ACSA to complete PART T2 on behalf of the tenderer).</p> <p>If PART T2 is not completed in full by the tenderer, his offer may be rejected.</p>
F.3.17	The number of paper copies of the signed contract to be provided by the employer is two.

T2.1 List of Returnable Documents

Part 1 Returnable Schedules required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C2.2 Activity Schedule		
Certificate of attendance of non-compulsory briefing session		
Certificate of Authority to Sign Tender		
Certificate of Authority of Joint Ventures (where applicable)		
Record of Addenda to Tender Documents		
Proposed Amendments and Qualifications		
Schedule of the Tenderer's Experience and References		
Schedule of key personnel's details		
Bid specific Organogram		
Schedule of key personnel's details including their CV's and qualifications		
Maintenance Methodology		
Pre-bid Subcontracting agreement		
CIDB proof of registration		
Proposed Subcontractors (Where applicable)		
Enterprise Questionnaire		
Declaration of interest (SBD 4)		
Preference points claim (SBD 6.1)		
Local Content (SBD 6.2)		
Bidders past supply chain management practices (SBD 8)		
Certificate of Independent bid determination (SBD 9)		

Part 2 Other documents required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
SARS Tax Clearance Pin Certificate		
Broad Based Black Economic Empowerment (BBB-EE) verification certificate		
Letter of Good Standing with the Workers Compensation Commissioner		
Proof of Registration to the Central Supplier Database (CSD)		

Part 3 Returnable Schedules that will be incorporated into the contract.

DOCUMENTS SUBMITTED	YES	NO
Proposed Amendments and Qualifications		
Schedule of Tools and Special Equipment (C3 Annex E)		
Contract start-up proposal (C3 Annex F)		
Suggested Maintenance Programme (C3 Annex H)		
Suggested Stores, Environmental and safety management proposal (C3 Annex I)		
Resource proposal (C3 Annex G)		
Form C10. Occupational Health and Safety Questionnaire		
Form C11: Schedule of Information to be provided by Tenderer		
Form C12: Proposed Amendments and Qualifications		
Form C13: Confidentiality and Non-Disclosure Agreement		
Form C14: POPIA Annexure		

Part 4 Other documents that will be incorporated into THE CONTRACT

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C1.2 Contract Data as per the NEC3 Term Service Contract (April 2013)		
C2.1 Pricing Instructions		
C2.2 Price List (including the Activity Schedule)		
C3 Service Information – including All Annexes		

T2.2 Returnable Documents Content

Part 1 Returnable Schedules required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C2.2 Activity Schedule		
Certificate of attendance of non-compulsory briefing session N/A		
Certificate of Authority to Sign Tender		
Certificate of Authority of Joint Ventures (where applicable)		
Record of Addenda to Tender Documents		
Proposed Amendments and Qualifications		
Schedule of the Tenderer's Experience and References		
Schedule of key personnel's details		
Bid specific Organogram		
Schedule of key personnel's details including their CV's and qualifications		
Maintenance Methodology		
Pre-bid Subcontracting agreement		
CIDB proof of registration		
Proposed Subcontractors (Where applicable)		
Enterprise Questionnaire		
Declaration of interest (SBD 4)		
Preference points claim (SBD 6.1)		
Local Content (SBD 6.2)		
Bidders past supply chain management practices (SBD 8)		
Certificate of Independent bid determination (SBD 9)		

Part 2 Other documents required for tender evaluation purposes.

DOCUMENTS SUBMITTED	YES	NO
SARS Tax Clearance Pin Certificate		
Broad Based Black Economic Empowerment (BBB-EE) verification certificate		
Letter of Good Standing with the Workers Compensation Commissioner		
Proof of Registration to the Central Supplier Database (CSD)		

Part 3 Returnable Schedules that will be incorporated into the contract.

DOCUMENTS SUBMITTED	YES	NO
Proposed Amendments and Qualifications		
Schedule of Tools and Special Equipment (C3 Annex E)		
Contract start-up proposal (C3 Annex F)		
Suggested Maintenance Programme (C3 Annex H)		
Suggested Stores, Environmental and safety management proposal (C3 Annex I)		
Resource proposal (C3 Annex G)		
Form C10. Occupational Health and Safety Questionnaire		
Form C11: Schedule of Information to be provided by Tenderer		
Form C12: Proposed Amendments and Qualifications		
Form C13: Confidentiality and Non-Disclosure Agreement		
Form C14: POPIA Annexure		

Part 4 Other documents that will be incorporated into THE CONTRACT

DOCUMENTS SUBMITTED	YES	NO
C1.1 Form of Offer and Acceptance		
C1.2 Contract Data as per the NEC3 Term Service Contract (April 2013)		
C2.1 Pricing Instructions		
C2.2 Price List (including the Activity Schedule)		
C3 Service Information – including All Annexes		

FORM A 1. CERTIFICATE OF AUTHORITY TO SIGN TENDER

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

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

An example is shown below:

"By resolution of the board of directors taken on 20____ Mr/Ms_____ has been duly authorized to sign all documents in connection with this tender for

Tender for the Repairs and Maintenance of Sewerage, Potable and Storm Water Pump Systems at Cape Town International Airport with Ref number : CIA6720/2021/RFP

and any contract which may arise therefrom on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date: Signatory of Authority:

Witnesses:

Signature

Signature

Name

Name

Signed		Date	
Name		Position	
Tenderer			

FORM A 2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by Joint Ventures in addition to Form A3 for each JV member.

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

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

FORM A 3. Joint Venture Agreement

(Bidder to attach agreement/Memorandum of Understanding between the party/s.)

Indicate the type of tendering structure by marking with an X where applicable:

Unincorporated Joint Venture (registration number for each member of the JV)	
Incorporated JV	

Please complete the following:

Name of lead partner/member of JV	
CIPC Registration Number Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
VAT Registration number Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
CIDB Registration number Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members)	
BBBEE Certificate: Please submit as <ul style="list-style-type: none"> Incorporated: Consolidated in the JV entity name Unincorporated: Individual entities 	
CSD Report: Please submit as <ul style="list-style-type: none"> Incorporated: Registered on CSD as the JV entity Unincorporated: Individual Entities 	
Letter of Good Standing: Please submit as <ul style="list-style-type: none"> Individual entities 	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	
Physical Address (also each member of the JV)	

FORM A 4. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1		
2		
3		
4		
5		
6		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM A 5. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM A 6. SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE).

- **Make as many copies of this page as YOU require to fill in.**

- In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.
- The following is a statement of work i.e. **Repairs and Maintenance of Sewerage, Potable and Storm Water Pump Systems** or similar works stated in the functionality evaluation requirement - etc
- *Each line to be supported by referral letter with specific details as populated below. If start and end date are not there in the format required, the project experience will be disregarded by the bid evaluation committee

#	Project Summary	Start Date – End Date	Project Value (R)	Contactable Reference Information
1.	EXAMPLE : Similar Previous Works – Describe and Indicate Client	13 Mar 2014 – 30 Jun 2014	R X million	Company Name: XYZ Company Contact Person: Chairperson: J Soap Contact Number: 031 999 9999 Email Address: JSoap@ComplexABC.com
2				
3				
4				
5				

#	Project Summary	Start Date – End Date	Project Value (R)	Contactable Reference Information
6				
7				
8				
9				
10				

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

Signed		Date	
Name		Position	
Tenderer			

BIDDING ENTITY/ENTITIES' REFERENCE LETTERS

- Insert Bidding entity or entities' reference letter in support of the information provided in **Form A 7 {SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE)}**.
- In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.
- Reference letter of the Bidding entity/entities must have the following as a minimum: -

1. Reference 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.

N.B All this information in the bidders' reference letter must support information populated in form A 9.

FORM A 7. SCHEDULE OF THE TENDERER'S CURRENT COMMITMENTS

- *Make as many copies of this page as YOU require to fill in.*
- *In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

	Employer, Contact Person and Telephone Number.	Description of Contract	Value of Work inclusive of VAT (Rand)	Duration (Start and End dates)
1.				
2.				
3.				
4.				

Signed		Date	
Name		Position	
Tenderer			

FORM A 8. SCHEDULE OF KEY PERSONNEL'S DETAILS – TEAM DEPLOYMENT

#	Name	Position	Provide CV and Other Supporting Document's	Area of Specialization	Number of Years Relevant Experience	Qualification / Training / Trade Test Proof
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

SCHEDULE OF KEY PERSONNEL'S DETAILS**1. Site Supervisor - Pumps**

Make as many copies of this page as required

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

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

2. Technician

Make as many copies of this page as required

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

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

3. Assistant

Make as many copies of this page as required

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

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

FORM A 9. SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**1. Site Supervisor**

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**FORM A 10. 2. Technician**

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**FORM A 11. 3. Assistant**

Make as many copies of this page as required

- A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.
- In addition, a comprehensive Curriculum Vitae must be submitted together with proof of qualifications

Outline of recent assignments / experience that has a bearing on the scope of work:			
	Employer, Contact Person and Telephone Number.	Description Employment	Duration (Start and End dates)
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

SCHEDULE OF KEY PERSONNEL'S DETAILS INCLUDING THEIR CV'S AND QUALIFICATIONS

Note: Attach copy of resource's most recent and updated CVs and qualification in this section, the information contained on the CVs will be used in the evaluation of the tender Please ensure that you supply relevant information for interrogation by the TPEC (Tender Preparation and Evaluation Committee)

FORM A 12. MAINTENANANCE METHODOLOGY

- Insert Methodology Statement

FORM A 13. PRE-BID SUBCONTRACTING AGREEMENT (if applicable)

- Please note sub-Contracting requirements as per PPPFA Act and CIDB requirements

FORM A 14. BID SPECIFIC ORGANOGRAM TO THIS TENDER

Insert the Organogram here – Be specific to the onsite TEAM deployment.

FORM A 15. CIDB - CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderer to insert proof of a valid CIDB grading.

Note: CIDB of the lead Partner in a JV must be equivalent to or higher than the Grading required by this Bid.

FORM A 17. SCHEDULE OF PROPOSED SUB-CONTRACTORS (if applicable)

We notify you that it is our intention to employ the following Sub-contractors for work in this contract to a **minimum of 30%** of the awarded scope.

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

By agreeing to this, you also agree to the independent vetting and evaluation of your appointed sub-contractor(s) by the TPEC responsible for this Tender

	Name and address of proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor.
1.			
2.			
3.			
4.			
5.			

FORM A 18. ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*, Identity number*, Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

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

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

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

3. Current or within last 12 months?

*insert separate page if necessary

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

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

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

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

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

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

3. Current or within last 12 months?

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

FORM A 19. BBBEE VERIFICATION CERTIFICATE

The bid must include an original or certified copy of the B-BBEE verification certificate issued by a SANAS accredited verification agency, the certificate should be an original or a certified copy.

The Preferential Procurement Regulations section 12 (3) states that, “A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

FORM A 20. TAX CLEARANCE PIN CERTIFICATE

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



**FORM A 21. LETTER OF GOOD STANDING WITH THE WORKERS
COMPENSATION COMMISSIONER (COIDA)**

Tenderer to insert proof of a valid Letter of Good Standing (Letter of Good Standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA)



FORM A 22. CSD – CENTRAL SUPPLIER DATABASE

Please insert valid and current print-out here



BIDDER'S DISCLOSURE

SBD4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

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



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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**SBD 6.1**

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

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

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

1. GENERAL CONDITIONS

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

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

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

b) The 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.2 Points for this bid shall be awarded for:

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

1.3 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

1.4 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.

1.5 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;



- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS



Introduction

(SBD 6.2)

In terms of the Preferential Procurement Policy Framework Act, 5 of 2000 (PPPFA) and the regulations thereto, bids in respect of goods, services or works that have been designated for local production and content, must contain a specific bidding condition that only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local content and production will be considered. This tender falls within a designated sector and ACSA is therefore required to stipulate the minimum threshold for local production and content. The minimum threshold for local content and production for this tender is 100% of the bid price. Any bidder who fails to meet the minimum threshold for local production and content will be disqualified from the process. To this end, bidders must complete a declaration certificate for local content and production (SBD 6.2) which is Annexure of this tender document. Failure to return a completed SBD 6.2 form will make a bidder liable for disqualification.

1. Calculation of local content and production

Local content means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place. Imported content means the portion of the bid price represented by the cost the cost of components, parts or materials which have been or are still imported (whether by the supplier or its sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry. The South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x will be used to calculate local content. The formula to be used to calculate local content is as follows:

$$LC = 1 \left(\frac{x}{y} \right) \times 100$$

Where:

X represents imported content

Y represents bid price excluding value added tax

Prices referred to in the determination of x will be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.



Declaration certificate for local production and content (SBD 6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the SABS approved technical specification number SATS 1286:201x.

2. General Conditions

- 2.1 Preferential Procurement Regulations, 2011 (Regulation 9(1) and 9(3) make provision for the promotion of local production and content.
- 2.2 Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, for bids referred to in paragraphs 2.4.2, 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.
- 2.4 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.
- 2.5 A bid will be disqualified if:
 - The bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 2.6 below; and
 - The completed SBD 6.2 form together with its declaration, is not submitted as part of the bid documentation.

3. Definitions

- 3.1 "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by ACSA for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 3.2 "Bid Price" price offered by the bidder, excluding value added tax (VAT);



- 3.3 “Contract” means the agreement that results from the acceptance of a bid by an ACSA;
- 3.4 “Designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 3.5 “Duly Sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 3.6 “Imported Content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 3.7 “Local Content” means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place;
- 3.8 “Stipulated Minimum Threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 “Sub-Contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of service, works or goods</u>	<u>Stipulated minimum threshold</u>
Maintenance	100%
Parts	100%
Labor	

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



If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 3 above must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

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



The rate(s) of exchange against the appropriate currency is as follows:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

IN RESPECT OF RFP No. -

ISSUED BY: (Airports Company South Africa SOC Ltd):

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

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as

of _____ (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.



- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 2.3 above and the following figures:

Bid price, excluding VAT (y)	R...
Imported content (x)	R...
Stipulated minimum threshold for Local content (paragraph 2.6 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Airports Company South Africa SOC Ltd has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Airports Company South Africa SOC Ltd imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

WITNESSES

3.

4.

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

DATE:

ADDRESS



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	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? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		



4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



SBD 9

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



SBD 9

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.

6. 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.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
8. 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



SCOPE OF WORKS

Refer to Part C3 on the NEC Contract for a detailed scope

In brief, the Contractor will be responsible for maintenance and repairs of Sewerage, Potable and Storm water Pumps at Cape Town International Airport and perform the following functions which are not limited to:

Equipment to be serviced and inspected comprises of:

- Pumps and Ancillary equipment
- Associated equipment's
- Borehole pumps and ancillary equipment

Frequency/Periodic Suggested Schedules

The contractor will be provided with service maintenance plan/chart and inspection sheet by the Service Manger which shall be conducted in line with the applicable regulations and engineering standards. The periodic schedule activities will be monthly, quarterly and yearly inspection as per Manufacture's prescribed maintenance schedules and frequencies below

Maintenance Tasks for Pump set - Sewerage

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'.



Maintenance Tasks for Pump set – Storm Water

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'.

Activity	Task Description	Frequency	Trade	Outage
Maintenance	1. Check for exercise vibration on motor 2. Check for bearing noise 3. Inspect shaft seals 4. Check electric motors for loose connections 5. Check that cables are in good conditions and tidy 6. Check valve operation 7. Inspect bearing on pump 8. Check drive couplings on pump 9. Inspect bearings on pump 10. Check pump seal for leaks 11. Check all drain pipes for leaks	Monthly (M)	MECH	NOT REQD
Maintenance	1. Check operation of float switches and radar switches 2. Service electrical panel and check for loose connections 3. Removal of the pumps from site to the workshop. 4. Inspect and Bench test pump 5. Grit blast pump remove corrosion and paint the pump.	Yearly (Y)	MECH	NOT REQD

Maintenance Tasks for Pump set – Fire Main Hydrant booster

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'.

Activity	Task Description	Frequency	Trade	Outage
----------	------------------	-----------	-------	--------

Maintenance	<ol style="list-style-type: none"> 1. Check for exercise vibration on motor 2. Check for bearing noise 3. Inspect shaft seals 4. Check electric motors for loose connections 5. Check that cables are in good conditions and tidy 6. Check valve operation 7. Inspect bearing on pump 8. Check drive couplings on pump 9. Inspect bearing on pump 10. Check pump seal for leaks 11. Check all drain pipes for leaks 12. Check Flow and Pressure from Hydrant Valve 13. Check leaks on Hydrant Valve 14. Check function on Hydrant Valve 	Monthly (M)	MECH	NOT REQD
-------------	---	-------------	------	----------

Maintenance Tasks for Pump Set - Borehole

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'

Activity	Task Description	Frequency	Trade	Outage
Maintenance	<ol style="list-style-type: none"> 1. Maintain the system in a clean and tidy condition 2. Inspect system for any leaks. if any seal/ repair accordingly 3. Inspect the chemical tank levels and filled if required- ensure correct chemical and ratio is maintained 4. Monitor system for abnormal conditions 	Daily	Operator	NOT REQD

	5. Check and adjust flow rates as per Operating Parameters 6. Record Operating parameters and complete Operator checklist			
Maintenance	1. Check Compressor level and refill when required	Weekly	Operator	NOT REQD
Maintenance	1. Check for exercise vibration on motor 2. Check for bearing noise 3. Inspect shaft seals 4. Check electric motors for loose connections 5. Check that cables are in good conditions and tidy 6. Check valve operation 7. Inspect bearing on pump 8. Check drive couplings on pump 9. Inspect bearing on pump 10. Check pump seal for leaks 11. Check all drainpipes for leaks	Monthly (M)	MECH	NOT REQD

ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements and including certificates requirements and maintenance records must be produced when required

Legislative Records / Certificates and Maintenance records needed	Frequency of records
Sewer sump gas monitor calibration records	Quarterly (Q)
Earth leakage test	Quarterly (Q)
Flow and pressure test records	Monthly (M)
Maintenance records as per procedure	Monthly/Quarterly/Yearly
Records of inspections for Guarding of moving parts	Quarterly
Panel wiring diagram and COC validity check	Yearly (Y)
Level & Pumps interlock tests	Monthly (M)



Pump motor Winding resistance and insulation resistance test	Bi-annual
--	-----------

Equipment Schedule

The contractor will be provided with equipment schedule to conduct maintenance and inspection as per provided maintenance task which is in line with the applicable regulations and engineering standards, ACSA procedures and category management.

Pump Types	Station
Pump Set – Sewerage	10
Pump Set – Storm water + Potable Water	15
Aircon Seepage Pump	1
Pump Set – Fire Main Hydrant Booster	2
Pump Set – Borehole	1

Activity	Task Description	Frequency	Trade	Outage
Maintenance	<ol style="list-style-type: none"> 1. Check condition of all panels. 2. Make sure there are no alarms on panels 3. Visual inspection on all pumps and test run 4. Check condition and operation on all Mobrey Relays 5. Ensure that all electrical terminal screws in control panels are secure and tight 6. Check that all overloads are set correctly 7. Test all overloads 8. Clean all control panels. Make sure that contractors are chattering (noisy) when in operation 9. Check and ensure that all drawings are in control panels 10. Check and test all alarm's, confirm with IMC 11. Check operation of all float controls 12. Check that all locks are fitted on control panels and locked 13. Ensure that all grids are in place 14. Record/measure amperage and voltage on panel 15. Record pump operation hours 16. Record sump level 	Monthly (M)	MECH	NOT REQD
Maintenance	<ol style="list-style-type: none"> 1. Ensuring the disinfection of areas and or equipment to prevent bacterial infections / contaminations to people and environment as required. 2. Removal of dirt on the impeller and check cavitation on the impeller. 3. Visual inspection of the oil in the sump and the oil level. 4. Check current drawn by the motor that it is within the required limit and record 5. Check voltage on the control panel and record voltage 6. Inspect shaft and seals for any wear and tear 7. Check drive couplings on the pump 8. Check bearing noise and inspect bearings 9. Check valve operations 	Yearly (Y)	MECH	NOT REQD

	<ul style="list-style-type: none">10. Check electric motors for any loose contacts and vibrations11. Check that cables are in a good condition and tidy12. Complete checklist report and findings during submission to the relevant department13. Check operation of float switches and radar switches14. Service electrical panel and check for loose connections15. Renewal of oil on the sump.16. Shaft alignment and calibration.17. Balance rotating assembly.18. Check impeller condition			
--	---	--	--	--

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		
	<u>Course Title</u>	<u>Target audience</u>	<u>Interval</u>
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?		
	<u>Process/Risk</u>	<u>Type of PPE</u>	
	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
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. **COID 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: 2016: 2017: 2018:
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

Registration No: _____

" _____ "

of

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 an 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 2 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 _____ 2022

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 2022

NAME OF BIDDER:

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



Form C14: POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

any disclosure made by a Party made in accordance with that Party's



pursuit of any legal remedy;

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

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2022.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____ 2022



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

**PROJECT NAME AND NUMBER: MAINTENANCE AND REPAIRS OF SEWERAGE, POTABLE AND STORM
WATER PUMPS SYSTEMS AT CTIA FOR A PERIOD OF THREE (3) YEARS**

CIA6720/2021/RFP

NEC 3: ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number : 1993/004149/30)

and

(Registration Number:)

for **MAINTENANCE AND REPAIRS OF SEWERAGE, POTABLE AND
STORM WATER PUMPS SYSTEMS AT CTIA FOR A PERIOD OF
THREE (3) YEARS**

Contents:	No of pages
Part C1 Agreements & Contract Data	18
Part C2 Pricing Data	1
Part C3 Works Information	7
Part C4 Site Information	2

VOLUME 2

NAME OF TENDERER:



C1.1 Forms of Offer and Acceptance

Offer

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

MAINTENANCE AND REPAIRS OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS AT CTIA

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	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former 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 Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder 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 Bidder 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (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

**Airports Company South Africa,
Cape Town International Airport
Southern Office Block, Administration Building
7525**

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 Bidder 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 Bidder 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:	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price Adjustment for inflation</p>
	and secondary Options:	<p>X2: Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of Liability (as amended in Option Z)</p> <p>X19: Task Order</p> <p>X20: Key performance indicators</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Cape Town International Airport Southern Office Block, Administration Building 7525
	Tel No.	021 937 2000
10.1	The <i>Service Manager</i> is:	TBA
	Address	
	Tel No.	
	e-mail	
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport



11.2(13)	The <i>service</i> is	MAINTENANCE AND REPAIRS OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS AT CTIA , as more fully set out in section C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	1 Risk of financial loss and/or injury of 3rd parties due to the proximity of the service (or of persons providing the service) to all airport users 2 Risk of injury to contract personnel and airport personnel due to working and lifting/moving of heavy objects. 3 Work in confined spaces 4 Work with flammable and toxic gases 5 Refer to Annexure E for more risks
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	8 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>Service Period</i> is	Three (3) years after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	between the 1st and 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	<p>(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies</p>
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the <i>services</i>, 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 <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) 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 C1.5 to the <i>contract</i> (“the Insurance Schedule”).</p>
83.1	The <i>Contractor</i> provides these additional insurances	<p>Professional Indemnity Insurance</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 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 C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule



83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.

11 Data for Option W1

W1.1 The *Adjudicator* is

The person appointed jointly by the parties from the list of adjudicators contained below

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 gandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za



Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body
W1.4(2)	The <i>tribunal</i> is:	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organization who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body

12 Data for secondary Option

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
X17	Low service damages	As per the Service Information (C3) – Annex I section 6
X17.1	The <i>service level table</i> is in	The Service Information, Annex I
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> liability for Defects due to his design of an item of Equipment is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<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>
X18.5	The <i>end of liability date</i> is	52 weeks after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X 20.1	The incentive schedule for Key Performance Indicators is in -	As per the Service Information (C3) – Annex I section 7



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, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, 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: Delete core clause 20.1 and replace with the following:
Z2.1	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.
Z3.	Other responsibilities: add the following at the end of core clause 27:
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
Z4.	Termination
Z4.1	Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
Z5.	Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:
Z5.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: <ul style="list-style-type: none"> • The additional conditions of contract under these Z clauses • The conditions of contract and • The other documents.
Z5.2	The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.
Z6.	Payment: Add the following at the end of core clause 51:
	51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the



Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
 - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

Amendment to the Secondary Option Clauses	
Z7.	Changes in Law: Add the following clause to secondary option X2 as X2.2:
Z7.1	A change in law is defined as:
Z7.1.1	the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the <i>law of the country</i> , and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;
Z7.1.2	any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the <i>Contractor</i> to comply with any condition set out therein, or (iii) as a result of any act or omission of the <i>Contractor</i> , any Subcontractor or any affiliate to the <i>Contractor</i> .
Z8.	Performance Bond: The following amendments are made to clause X13:
Z8.1.	Amend the first sentence of clause X13.1 to read as follows: The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank or insurer which the <i>Service Manager</i> has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.
Z8.2.	Add the following new clause as Option X13.2: The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>service period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>service period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>service period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
Z9.	Limitation of liability: Insert the following new clause as Option X18.6:
Z8.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss or damage of any kind is limited to R0.00.
Z8.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract.

Additional Z Clauses	
Z10.	Cession, delegation and assignment
Z10.1.	The <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 final) of the *Contractor*.

Z10.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11. Joint and several liability

Z11.1. If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

Z11.2. The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

Z11.3. The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z12. Ethics

Z12.1. The *Contractor* undertakes:

Z12.1.1. not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z12.1.2. to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z12.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z12.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.

Z13. Confidentiality

Z13.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

Z13.2. If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z13.3. This undertaking shall not apply to –

Z13.3.1. information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z13.3.2. information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect



such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.



- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z15.5.1** the *Contractor's service*;
- Z15.5.2** the use of the *Contractor's* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".**
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z16.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the *Contractor* agrees to the following:



- Z18.2.1 As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.



C1.2 b - DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Resource Proposal (FORM C7)
1	SITE SUPERVISOR	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	Technician (s)	
	Name:	



Qualifications relevant to this contract

Experience

3 Assistant(s)

Name:

Qualifications relevant to this contract

Experience

11.2 The following matters will be 1.
included in the Risk Register

2.

3.

4.

5.

6.



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 Organization: AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa Cape Town International Airport Southern Office Block, Administration Building 7525

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”



MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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



THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatory 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 Mandatory 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 use 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,

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE



C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract



C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
 - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
 - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

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.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- (a) **INSURANCE OF CONTRACTORS EQUIPMENT** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - i. The insurances to be provided by the Contractor and his Sub-Contractors shall:



- (A) be affected with Insurers and on terms approved by the Employer.
 - (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- ii. In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

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.”

C2.1 Pricing assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

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

Identified and defined terms 11.2

(12) The Price List is the *price list* unless later changed in accordance with this contract.

(17) The Price for Services Provided to Date is the total of

the Price for each lump sum item in the Price List which the *Contractor* has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

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

Link to the Contractor's plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price*



list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

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

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

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

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.



C2.2 Price List

The following Activity Schedule is provided "as-is" for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder 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.

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Table A: Activity Schedule Part 1: M Maintenance and Repairs of Sewerage, Potable and Storm Water Pumps Systems at CTIA for Thirty-six Months (36) Expenditure

Item no.	Activity Description	Frequency	Quantity (per 36 months)	Amount (per single item)	Total (per 36 months)
Preliminary and General					
1	Airport permits and parking fees – provisional sum	Yearly	2	R1 800.00	
2	Store supervision and Monthly reports	Monthly	36		
Total Preliminary & General					R
Maintenance & Inspections					
3	Monthly Inspections & Maintenance	Monthly	36		
4	Annual Inspections & Maintenance	Yearly	3		
*Other					
5	Other1 specify:				
6	Other 2 specify:				
7	Other 3 specify:				
Total Maintenance & Inspections					
8	Incentives: see section on incentives (Consistent availability of 99.5% - 100.00% over six consecutively months. Contractor to be paid only 10% of one month's worth total of fixed cost billed	Six Monthly	6	10% of One Month's maintenance & inspection costs	R
Total	Sub-total A (Total Preliminary & General + Total Maintenance & Inspections + Incentives)				R

The above activity schedule is minimum work required and the contractor as the subject expect matter on these services, they are bidding for **shall fill in any other activity with prices for "other" activities which they deem necessary to achieve the set out comes on availability ,reliability, maintainability, MTTR, MTBF, legislative and all other targets set in this contract. **Should an alternative not be presented, the offer will be deemed as the contractor's optimal proposal for which they will be liable for.***

****All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).**

*****It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.**

******Incentives and Low service damages will be applicable as per the Low service damages table and Incentive table in this contract**



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:

Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns)

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

*All rates to exclude vat. Subject to mutual 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.

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

Call out rate must include all required travelling and the **first hour on site**.

i) LABOUR RATES: *(to be filled in)*

Table 1- Pump Sewerage, Potable and Stormwater Resources

Item	Description	Qualification Category i.e. SAQA or SAQCC, Wireman's licences	Normal hours (R/hour)	After hours (R/hour) Std O/T
1	Site Supervisor-Pumps	SAQA Accredited Trade Test – Fitter/millwrights (Min 3 years' Experience post trade test qualification in Maintenance of pumps and valves)	R	R
		OHS Training Certificate		
2	Technician	SAQA Accredited Millwright/ Fitter Trade Test (Min 3 Years' Experience- Pumps and valves)	R	R
3	Assistant	Mechanical N2 (1 Year experience in Maintenance of Mechanical equipment)	R	R



Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance and repairs of sewerage, potable and storm water pumps systems. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the maintenance and repairs of sewerage, potable and storm water pumps systems

Note the following minimum below as per standardised Sewerage, potable and Storm water Pumps infrastructure:

Sewerage, Potable and Stormwater Pumps Resources			
Item	Description	Qualification Category i.e. SAQA Trade Test	Experience of key resources
1	Site Supervisor - Pumps	SAQA Accredited Trade Test Fitter/Millwright	<ul style="list-style-type: none"> • Min 3 years' experience post trade test qualification in maintenance of Pumps and valves • 2 years supervisory Experience • Min 2 years OHS experience
		OHS Training Certificate	
2	Technician	SAQA Accredited trade test Fitter/ Millwright	Min 3 years' experience post trade test qualification and 1 year must be on the maintenance of valves, pumps and alignment of motors
3	Assistant	Mechanical N2	1 Year experience in maintenance of mechanical equipment



ii) CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES

NOTE:

- a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).
- b) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- c) Call outs are not chargeable during hours technician/artisan/assistants or any applicable resource are on site.
- d) Call outs are not chargeable during working hours' technician/ assistants while on site (08:00 – 17:00)
- e) The contractor will be compensated according to the contractor's repair rate provided in the below table B and it is subject to discussion with the service manager due to proven factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T) .
- f) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.

Table B: Call outs + Labour

Description		Quantity	Call out fee- (Contractor to fill in)	Total/ Duration of the Contract calls estimated is 99 (Contractor to fill in)		
Call Out						
*Call out Fee which includes first hour on site and travelling fee (after hours, weekends and holidays)						
Technician		99	R	R		
Assistant Technician		99	R	R		
Total call out fee				R		
Diagnostic with repairs table: (time below includes the total time to do diagnostics and repairs for each failure mode and completely resolve the issues leaving the infrastructure totally correctly functional. Note the rates must include all required tools, special tools, software and hardware require to completely resolve the failure)						
Item #	Call description	Estimated time to repair/reset (hrs.) as logged in the ACSA system	Budgeted Quantity	Contractor time to repair: (Contractor to fill in)	Rate per hour (after hours): (Contractor to fill in)	Total: Qty X contractor time to repair X rate (Contractor to fill in)
1	High Level alarms	1	25			



2	Sump Overflow	2	8			
3	Pump Blockage	2,5	15			
4	Faulty Float switch	1.5	10			
5	Faulty Ultrasonic Sensors	2	10			
6	Faulty /Burnt Breakers /Contactors	1	5			
7	Faulty relays	0.5	10			
8	Mechanical Noise	1.5	6			
9	Leakage – seals problems	1.5	2			
10	Bearing failure	1.5	2.5			
11	Worn impellers	2	3			
12	Components corrosion	1	2			
13	Other failures					
**Total Diagnostic and repairs					R	
Sub-total B (*Call out fee + **Diagnostic and repair)					R	

iii) SPARES and MARK -UP

*Spares will be managed by the contractor using ACSA's manual inventory management system.

The manual inventory management system will include but not limited to;

- Conducting and submission of monthly and quarterly stock count to the Service Manager by the contractor,
- Keeping up-to-date inventory cards by the contractor,
- Management of spares movement by the contractor,
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.).
- Ensure safety and security of the storeroom by the contractor as per space given to them.
- The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.
- Management of inventory by the contractor as per ACSA inventory procedure

Spares:

Description	Total (excluding VAT)
Subtotal C- provisional sum for spares	<u>R 150 000.00</u>

Mark-up (third party procured items/services)

Bidder to complete

Value of Item or Services	**Mark-up (Contractor to fill in) *Y*	Spares amount for budget purposes *Z*	Total mark-up values to be budgeted- (Contractor to fill in) = (*Z* x Y)



R0 - R2,000	%	R2 000.00	
R2,001 - R5,000	%	R5 000.00	
R5,001 - R10,000	%	R10 000.00	
R10,001 - R50,000	%	R73 000.00	
Sub-total D (Third party Mark-up) (Note: Should be part of the form of offer and acceptance)			R

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

**The inserted amount *Z* are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*

***The mark-up will be applicable to the total of the third-party quotation not on a single line items in a quotation.*

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

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Contract value

Below, 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. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

MAINTENANCE AND REPAIRS OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS AT CTIA FOR THIRTY -SIX MONTHS (36) EXPENDITURE:

Description	Total (excluding VAT)
Sub-total A (Total Preliminary & General + Total Maintenance & Inspections + Incentives)	R
Sub-total B (*Call out fee + **Diagnostic and repairs)	R
Sub-total C (Spares provisional sum)	R 150 000.00
Sub-total D (Third party Mark-up)	R
*Total E- Total Maintenance Cost for 36 months	R

Note:

***TOTAL- E** (i.e. Total maintenance cost for duration of the contract) must be carried to the form of offer and acceptance



The values in this table/contract are not guaranteed, payment will be done as per approved work/activity done and assessments in this contract.



C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives

The contractor will be responsible for the Maintenance and Repairs of Sewerage, Potable and Stormwater Pumps system infrastructure and its components at Cape Town International Airport.

The appointed service provider will be fully responsible for meeting all requirements regarding the Works. For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. The Contractor will be fully responsible for obtaining (and keeping up to date with) latest technology for improving the service and functionality of Sewerage, Potable and Stormwater Pumps system infrastructure and its components.

Equipment Life Span

- ❖ The life span of the Sewerage, Potable and Stormwater Pumps varies in years of installation (refer to **Annex C** for the list and life span)
- ❖ The list of equipment commissioning dates has been provided on **Annex B**.

OEM Requirements

The O.E.M recommended the below preventive maintenance for the Sewerage, Potable and Storm water pumps system

Column Heading	Meaning
Asset Group	Pump Set Systems asset group as defined above.
Activity	A short description of the maintenance activity to be performed.
Task Description	A detailed description of the maintenance tasks to be performed.
Frequency	The code used to reflect the intervals between which maintenance activities/tasks shall be performed. The convention used is: D = Daily, W = Weekly, M = Monthly, Y = Yearly
Trade	The trade code specifies the type of lead trade required to perform the maintenance activity. The convention used is: ELEC = Electrical, MECH = Mechanical, CIVL = CIVL or BUIL = Building and Facilities Maintenance.
Outage	REQD = Outage is required, as normal airport operations shall be impacted NOT REQD = Outage is not required, as normal airport operations shall not be impacted

Asset Group	Activity	Frequency
Pump Set – Sewerage (PMP)	Monthly Maintenance	Monthly (M)



Asset Group	Activity	Frequency
Pump Set – Sewerage (PMP)	Yearly Maintenance	Yearly (Y)
Pump Set – Storm water (PMP)	Monthly Maintenance	Monthly (M)
Pump Set – Storm water (PMP)	Yearly Maintenance	Yearly (Y)
Pump Set – Fire Main Hydrant Booster (PMP)	Monthly Maintenance	Monthly (M)
Pump Set – Borehole (PMP)	Monthly Maintenance	Monthly (M)

Condition of the plant

The maintenance history of the equipment has been logged with ACSA Integrated maintenance centre.

- ❖ The list breakdowns and faults experienced and the estimated time for repair on the Pump System are listed on **Annex H**.
- ❖ The preventative maintenance previously performed on the Sewerage, Potable and Storm water Pump System are listed on **Annex F**, for the actual work orders with tasks, ACSA Integrated maintenance centre can be contacted to issue the information.
- ❖ A sample of root cause analysis on the Sewerage, Potable and Storm water Pump system has been attached on **Annex G**. Also, the root cause analysis must be performed, and the Root cause analysis form completed by the contractor and handed over to ACSA service manager after each breakdown.

Site Information

- ❖ The Sewerage, Potable and Storm water Pump system equipment are located on various sites and remote areas within Cape Town International Airport (refer to Annex A for a full list of equipment).
- ❖ The airport layout and site information has been provided on **Annex D**.

Minimum work requirements and Legislations:

Maintenance of the Sewerage, Potable and Storm water Pump system shall conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

- ❖ Electrical installation Regulation of 2009
- ❖ General Machinery Regulation and Driven Machinery Regulations
- ❖ SANS4413- Hydraulic fluid power — General rules and safety requirements for systems and their components
- ❖ SANS1808-32-Part 32 Float valves (equilibrium type)
- ❖ Insurance Requirements
- ❖ ACSA maintenance procedure for Pumps System- D080 022M as provided in **Annex N**.
- ❖ The preventative maintenance previously performed on the Pumps system are listed on **Annex F**, for the actual work orders, ACSA Integrated maintenance centre can be contacted.



Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (**work should be carried out by competent people as prescribed in the law and shall be auditable by the employer at any given time**)

Access to site

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- ❖ Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- ❖ The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirement as specified by law. Also, will be auditable from time to time.
- ❖ Personal Protective Equipment should be issued before the commencement of work.

Risk

The are some of the risks identified but not limited to the below and to **Annex E** list.

Current Guarantees and warranties to be maintained:

- ❖ Annex W – No Performance bonds and Guarantees applicable on the service information
- ❖ All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.

Extent of the works

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

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more defects the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

Where, such a need is mutually agreed between the Contractor and the Employer, the Employer shall put in place a “Hotline” (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by the Employer. The Contractor shall NOT add any mark-up to any Hotline related expenses. A “Hotline” agreement shall typically ensure that problems relating to the Pump system are promptly rectified.



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 always – as stipulated in the Annexes. This may be amended by mutual arrangement between the Employer and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the on-site staff 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 Annexes for the required system performance indicators.

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in Baggage handling conveyors and carousels maintenance activities/procedures in the area. 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 be 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.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

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 on-site support staff is always immediately reachable via cell phone.

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



Location of the works

The Works are located at Cape Town International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures Requirements

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

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 conveyor belts and/or other equipment or spares.

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

Subcontracting

No part of this Contract may be subcontracted unless with written approval from the Employer. The Employer 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.

MANAGEMENT

Management of the works Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT 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 month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.



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.)

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 the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to Pump systems
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Training of Pumps systems staff
- 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
- Safe / legal disposal of used and irreparable spares

The 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.

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.

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

Format of communications

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

**Key personnel**

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.

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.

Electronic payments

The Contractor should arrange with the Employer's finance department for making all payments electronically.

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance/contractual issues

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

The Contractor shall not be compensated for costs relating to the Employer's 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 the Employer'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 the Employer 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.

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor low service damages 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/low service damages 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.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). 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.

Enterprise and Supplier Development Initiatives

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

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

C3.2.1 Definition of a Targeted Enterprise

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

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

C3.2.2 Participation of Targeted Enterprise(s)

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

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

C3.2.3 Transformation monthly reporting



The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

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



ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Applicable
Equipment life span	Annex C	Applicable
Site information	Annex D	Applicable
Risk assessment	Annex E	Applicable
Previous completed PMs	Annex F	Applicable
Root cause analysis	Annex G	Applicable
Estimated times for breakdowns/faults	Annex H	Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Pump systems Spares List	Annex M	Applicable
ACSA maintenance procedure for Pump System - D080 022M	Annex N	Applicable
Pump systems – standard operating procedure	Annex O	Applicable
Maintenance of Pump systems – Electrical lockout procedure	Annex P	Applicable
Cape Town International Airport – operating instruction for Pump	Annex Q	Applicable
Fire Emergency procedure	Annex R	Applicable
IMC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex U	Applicable
ACSA Inventory management procedure	Annex V	Applicable
Guarantees and warranties to be maintained	Annex W	N/A

**ANNEX A****SCHEDULE OF EQUIPMENT**

Equipment to be serviced and inspected comprises of:

- Pumps and Ancillary equipment
- Associated equipment's
- Borehole pumps and ancillary equipment

The table below depicts the areas forming part of this maintenance contract.

Pumps Types	Station
Pump Set – Sewerage	10
Pump Set – Storm water + Potable Water	15
Aircon Seepage Pump	1
Pump Set – Fire Main Hydrant Booster	2
Pump Set – Borehole	1

Overall Split for OFFICES		Extraction Fan
71 Splits at Oval	CTB	102
VRV- Car Rentals 10 Units - Split 9 on Returns side	Car Rental	
VRV- PLB's - 14 Units -Split Units - PLB - 16 Units	PLB's	
Cargo - 4 Split	Fire Station	3
CTB Split - 2 x Sita Office	P1	5
Fire Station Split 9 units	P2	2
Parkade 2 Splits - 25 Units	Power & Lighting	6
Power and Lighting Splits - 17 Units	SOB	13
SOB & T5 Split offices - 35 Units	High Access	
High Access Bld - 4 Splits	G4S	
Centurian Bld - 5 Splits	Securities	
G4S Bld - 2 Splits	VIP	
Securitar - 3 Splits	T1	25
VIP/Protocol Lounge - 2 Splits	T2	5
Total of Split 228 for All Office	T5	15
	OVAL	7
Parkade and Baggage splits fall under Core and Wire Centres and sub station		



ANNEX B

Equipment Commissioning Dates

Year of Installation Pump station	Description Type	Pump Model 1	Pump Model 2	Pump Model 3	Pump Model 3
2002- Charlie Wash Bay	Sewage	Zenit 220V SINGLE PHASE Model: DGO 200/2/80 AMPS:9.9 S/N:60034-1 1.5kw			
2009- Egoli	Sewage	Robot Model:DWP 42-41 DO AMPS:7.5 S/N:23865 7.5KW	Homa Model: V2446-p74 AMPS:7.8 S/N:2751 7.8 KW		
2002- Fire station	Fire Water	KSB Model: ETA150-50 AMPS:207 S/N:52430-431/2 110KW	KSB Model:150-50 AMPS:207 S/N:52430-431/1 110KW		
2009- First Car Rental	Sewage	Robot AMPS:7.7 RW 2131DG S/N:0805484 3.5KW	Robot AMPS:7.7 RW 2131DG S/N:0805483 3.5KW		
2002- Foxtrot Alpha	Storm Water	O/L 6.5 \DOL			
2002- Hotel Taxiway	Sewage	Hidrostal Model: D04MEMN10	Hidrostal Model: D04MEMN10		



		AMPS:8.5 S/N:157521 3.8KW	AMPS:8.5 S/N:140065 3.8KW		
2002- Lima Taxiway	Storm Water	Model:3085 AMPS:3.3 S/N:0560272 1.3KW	Flygt Model:3085 AMPS:3.3 S/N:0560273 1.3KW		
2002- Oval Basement	Sewage	Homa Model: TP 28V 11/2 AMPS:2.2 S/N 14022 0.9KW	Homa Model: TP 28V 11/2 AMPS:2.2 S/N 14022 0.9KW		
2009- Oval Sewage	Sewage	Robot Model:RW2120 BE AMPS:5.6 S/N:0209287 2.6KW	Robot Model:RW2120 BE AMPS:5.6 S/N:9901055 2.6KW		
2009- Oval Booster	Fire Water	Normaflo Model: F80-250 S/N:26064 48KW	Normaflo Model: F80-250 S/N 26063 48KW	Dab Model: K80-400T S/N 399 12KW	Dab Model: K80-400T S/N:399 12KW
2009- Pedestrian Underpass 1	Storm Water	Robot Model:RW2120 BE AMPS:5.6 S/N:0902142 2.6KW	Robot Model: RW2120BE AMPS:5.6 S/N:0902141 2.6KW		
2009- Pedestrian Underpass 2	Storm Water	Robot Model:RW2120 BE AMPS:5.6 S/N:0902140 2.6KW	Robot Model:RW2120 BE AMPS:5.6 S/N:0902139 2.6KW		
2009- Power & Lighting	Storm Water	Grundfos single phase	Dab singel phase		
2009- Precinct 5	Storm Water	Robot Model: RT6050LI S/N:1003792 34KW	Robot Model: RT6050LI S/N:1003793 34KW	Robot Model:RW2131DG S/N: 3.5 KW	
2002- Runway 34	Storm Water	Flygt Model:3085 AMPS:3.3 S/N:0560271 1.3KW	Flygt Model:3085 AMPS:3.3 S/N:0560274 1.3KW		
2009- S.O.B	Sewage	Homa Model: V2437-34N AMPS:5.5 S/N:7957 3KW	Homa Model: V2437-34N AMPS:5.5 S/N:7956 3KW		
2002- Terminal 5	Sewage	Robot Model:RW2130DD AMPS:5 S/N 0902019 2.2KW	Robot Model:RW2130DD AMPS:5 S/N:0902018 2.2KW		
2009- Thunder City	Storm Water	Robot Model: RT6050LL AMPS:89 S/N:1003790 48KW	Robot Model: RT6050LL AMPS:89 S/N:1003791 48KW		
2009- Tower Road Underpass	Storm water	Robot Model: RT4042 DU AMPS:20.8 S/N:0908029 12.5KW	Robot Model: RT4042 DU AMPS:20.8 S/N:0908028 12.5KW		
2009- V I P	Sewage	EMELPEE Model: TSX22-4T AMPS 6.1	EMELPEE Model: TSX22-4T AMPS:6.1		



		S/N:1647460 2.2KW	S/N:1647461 2.2KW		
2009- Freight Road	Storm Water	Robot Model: RT6040LD AMPS:34.8 S/N:0908030 16KW	Robot Model: RT6040LD AMPS:34.8 S/N:0908031 16KW		
2002-Terminal 2	Aircon water	Ebara best S/N:1711103200 0.5KW			
2009- Macerator`	Sewage	Model 300050018 S/N. 105630-1 AMPS 3.6 3KW	Model 300050018 S/N. 105630-2 AMPS 3.6 3KW		
Borehole Pumps	Borehole	Grundfos - Vertical Multi-stage Pump Model- CR 15-7A-F-A E-HQQE 5.5Kw- Duty Pressure 13.07 Bar	Grundfos - Dosing Pump 1 Model- DDA 6-10P 19Kw Duty Pressure 10bar	Grundfos -Dosing Pump 2 Model- DDA 6-10P 19Kw Duty Pressure 10bar	Air Compressor Model – Compre024 1.5Kw Duty Pressure 6-8 bar
Fire & Rescue Rainwater Pump	Rainwater	Make: Model Size: Duty Pressure:			
Fox 3 -Booster Pump	Potable	Vertical Multistage Centrifugal pump Make: Model: Size: 5.5 KW Duty pressure: 7 Bar			
Parkade 1- Booster Pump	Potable	Water Circulation Pump Make: Model Size: Duty Pressure:	Water Circulation Pump Make: Model Size: Duty Pressure:	Booster Pump Make: Model Size: Duty Pressure:	
Parkade 2- Booster Pump	Potable	Water Circulation Pump Make: Model Size: Duty Pressure:	Water Circulation Pump Make: Model Size: Duty Pressure:	Booster Pump Make: Model Size: Duty Pressure:	
Waste Plan-Solid waste Pump	Potable	Booster Pump Make: Grundfos Model; SCALA 2 Pump Size: Duty Pressure: 5 bar			

**ANNEX C****Equipment Life Span**

Item	Location	Life Span
ELECTRICAL PANEL - DISTRIBUTION BOARD	Various Pump Station	20
HMI SCADA SYSTEM	R/O Plant	15
PIPING	Various Pump Station	15
WATER TREATMENT SYSTEM	R/O Plant	15
PUMP SET	Various Pump Station	15
ELECTRONIC EQUIPMENT (LIMIT SWITCHES, CONTACTORS, ULTRASONIC SENSORS AND RELAYS)	Various Pump Station	7
FLOAT SWITCHES	Various Pump Station	3-7

ANNEX D

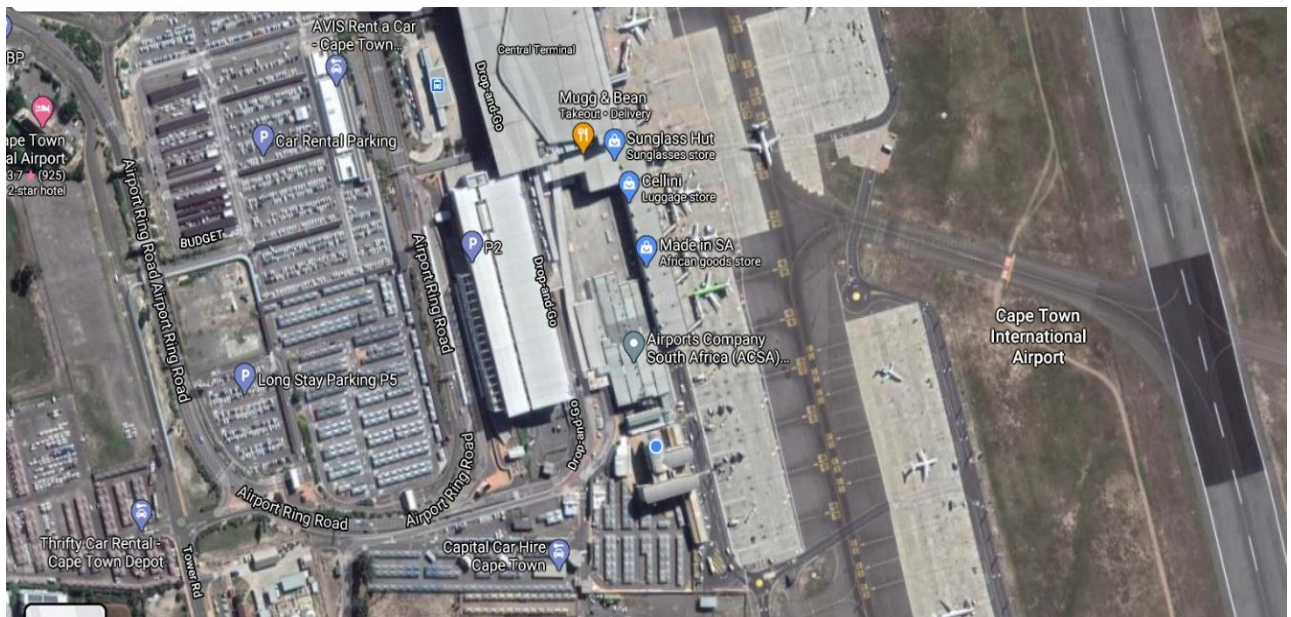
Site Information

Description

The *services* are situated on the airside of Cape Town International Airport the services taking place on various and remote areas within the boundary limits of the Cape Town International Airport.

General Site Conditions

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 75%
Wind	Varies daily
Height above Sea Level	46 m
Slope (Existing/Modified)	N/A
Seismic	N/A



ANNEX E**Risk assessment****OHS Risks**

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Maintenance of Pump system	Fire hazard, fatalities, Toxic contaminants	Flammable Material	Procedure	Remove all flammable material (papers, plastic etc.) Use Gas detector to determine hazardous substance
2	Operations: M&E	Mechanical	Maintenance of Pump system	Injuries, fatalities.	Oil spillage	Procedure	ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC.
3	Operations: M&E	Mechanical	Maintenance of Pump system	Occupational injury	Lifting heavy objects	Procedure	Make use of Gantries or lifting equipment
4	Operations: M&E	Mechanical	Maintenance of Pump system	Hearing loss	Noise generated from the aircraft and dollies	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
5	Operations: M&E	Mechanical	Maintenance of Pump system	Aircraft damage, fatalities	persons and vehicle in the airside	Training	On the job training is performed after Airside Induction Training is received.
6	Operations: M&E	Mechanical	Maintenance of Pump system	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
7	Operations: M&E	Mechanical	Maintenance of Pump system	FOD injected by aircraft, property damage, injuries	Vehicle and tools on at Aprons	Procedure	Area Demarcation during work where applicable and All tools & demarcation to be removed after work



8	Operations: M&E	Mechanical	Maintenance of Pump system	Property damage, vehicle damage, injuries	Driving of vehicles at airside	SWP	AVOP training should be done by drivers with valid driver's license. Vehicles should be deemed serviceable or roadworthy by safety department.
9	Operations: M&E	Mechanical	Maintenance of Pump system	Working in confined spaces	Injury to personal working in confined spaces	Procedure	Area Demarcation during work where applicable and PPE to be worn.

Administrative Risks

Risk Number	Risk Description and Mitigations
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
6	Not meeting set MTTR target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be paid on time



13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation. low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract
14	Any change in the law that is reinforced as per clause X2(Changes in the law)



ANNEX F


Previously completed P. Ms

The list of preventative maintenance previously performed with activities on the Pump systems and actual work orders is available on request, ACSA Integrated maintenance centre can be contacted to issue.

ANNEX G

Root cause analysis

Root cause analysis must be done for each failure and the form is per below must be handed over after closing any works.

5 WHY				
Date: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Notification Number <div style="background-color: yellow; border: 1px solid black; height: 15px; width: 100%;"></div>	Works Order Number <div style="background-color: yellow; border: 1px solid black; height: 15px; width: 100%;"></div>	Machine <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	Reported By <div style="border: 1px solid black; height: 15px; width: 100%;"></div>
Equipment Number <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		Machine <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
<div style="border: 1px solid black; height: 15px; width: 100%;"></div>				
1. Description of the problem / incident: (describe the end state or effect) <div style="border: 1px solid black; height: 40px; width: 100%;"></div>				
<div style="text-align: right;">  </div>				
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; padding: 5px;"> 2. What has caused this problem? </div> <div style="width: 45%; padding: 5px;"> What did you See; Hear; Smell; Feel?? </div> </div>				
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<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; padding: 5px;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">3. What was done to fix the problem or to get the process to continue.</div> </div> <div style="width: 5%; text-align: center;">→</div> <div style="width: 45%; padding: 5px;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">Evidence</div> </div> <div style="width: 5%; text-align: center;">→</div> </div>				
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Root Cause

4. Proposed preventative measures

Damage Code		Cause Code		Corrective Activity	
Dirty		Blown		Adjusted	
Erratic Operation		Broken		Aligned	
Faulty Indication		Dirty		Calibrated	
Flow		Fatigue		Cleaned	
Jammed		Leak		Investigated	
Leaks		Liquid Ingress		Lubricated	
Loose		Lubrication		Temporary Mod	
Noisy		Misaligned		Removed	
Limits		Perished		Repaired	
Out of Position		Pressure		Replaced	
Physically Damaged		Soiled		Reset	
Pressure		Temperature		Tightened	
Temperature		Worn		Setup	
Trips		Other	x		
Utility/ Service Failure					
Vibrates					
Will Not Reset					
Will Not Run					
Other					

Name:

Printer

Sign:

Name:

Supervisor

Sign:



ANNEX H

Estimated times for breakdowns/faults

Item #	Call description	Estimated time to repair (hrs.) from the ACSA system as per Annexure H for information only
1	High Level alarms	1
2	Sump Overflow	2
3	Pump Blockage	2,5
4	Faulty Float switch	1.5
5	Faulty Ultrasonic Sensors	2
6	Faulty /Burnt Breakers /Contactors	1
7	Faulty relays	0.5
8	Mechanical Noise	1.5
9	Leakage – seals problems	1.5
10	Bearing failure	1.5
11	Worn impellers	2
12	Components corrosion	1



ANNEX I

Service Level Agreement**1. Performance objectives**

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of pump system for routine maintenance shall be arranged with the Service Manager and Informed IMC in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly but not limited to the listed resources:

Skill	Days per week	Hours
Site Supervisor - Pumps	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Technician	Whenever deemed necessary	Mon-Fri (08:00-17:00) and Whenever deemed necessary by the Employer
Assistant	Whenever deemed necessary	Mon-Fri (08:00-17:00) and Whenever deemed necessary by the Employer or the Artisan

* The Contractor must maintain at all times the above **minimum** staff and should price accordingly but not limited to the listed resources.

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 scheduling 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.

2. Availability, mean time before failure, mean time to repair and callout response times

The Contractor must comply with the following minimum system performance benchmarks:

The Period of review shall be Monthly.

ACSA has authority to give the contractor the call-out, the authority will be from both IMC and Service Manager.



Service Level table

The following service levels are the minimum acceptable service levels for this contract.

Item	Benchmark*
Pump Overall System - Availability	Availability must be a minimum of 99.5% per month.
Pump Overall System - MTTR	0.75 Hrs.
Pump Overall System - MTBF	720 Hrs.
% Of planned maintenance completed per month	100%
Response time for call outs (after working hours, weekend and holidays)	60 minutes on land side and on the airside (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed with 6 working days from date of issuing to contractor, (Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 1 working day after date of issuing to contractor (Issued by ACSA either by mail or manual collection)

*The PMs' and work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manager.

** Availability, MTTR and MTBF as defined in the IMC procedure.

Formula and Definitions

Availability	Definition
Total operating time	Time interval during which an item is performing its required function
Total operating time + downtime related to failures	Downtime related to failures = Total downtime lost due to failures

Reliability	Definition
Total operating time	Time interval during which an item is performing its required function
Number of failures	Failure: termination of the ability of an item to perform a required

Maintainability	Definition
Total time to restoration	Time interval during which an item is in downstate due to failure
Total number of failures	Termination of the ability of an item to perform a required function



3. Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances

where:

- ❖ Delaying sourcing the required goods,
- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or
- ❖ Business services and
- ❖ Any other relevant consideration

Below are the some of the emergencies identified but not limited to the below list

Item Description	Response Time	
Negligence to calls with no proper feedback and causes ACSA reputation damage	during normal	R1 000.00/event

Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of contract. Should the contractor's performance deemed below satisfactory the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

4. Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

Defect free liability period – preventative maintenance	The defect free period will be no less than the interval between preventative maintenance intervals.
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.

There are no current (the time of this bid) warranties and guarantees on the infrastructure to be maintained by the contractor.

5. Assessments and Reviews

- ❖ Safety issues and file reviewed monthly or as per Safety department frequency.
- ❖ Contract shall be Audited and Assessed the from time to time.
- ❖ The contractor will be assessed and scored quarterly also through the ACSA supplier development system or any other ACSA system.

6. Low service damages

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages.



The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g. any authorised ACSA employees and any internal and external audits).

ACSA must notify the contractor in writing of its intention to claim a Low service damages within 30 days of an event or ACSA will lose its right to claim the Low service damages. Should ACSA not claim a Low service damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low service damages for similar future events. Under no circumstances shall a Low service damages be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Low service damages tables

Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

Item No.	Achieved Overall System Availability per Month	Payment presentence
1	99.5%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%	15% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%	25% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

****Any availability less than 91% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.***

Not meeting system MTTR of 0.75 Hrs (i.e. MTTR > 0.75 Hrs).	R10 000/month
Not meet system MTBF 720 Hrs (i.e. MTBF > 720Hrs)	R10 000/month
Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work).	R4 000/month
Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	



Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register	R4 000.00 / per PO / month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

7. Incentives and Continuous improvement

Item No.	Achieved Availability per Month	Payment presentence
1	Consistent Overall system availability of 99.5% - 100.00% over six consecutive months.	Only 10% of One Month's maintenance & inspection costs

8. Internal and external factors

A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in **Annex T**. In such an event the contractor will not pay for low services damages which were caused by factors which were proven to be beyond the contractor's control.

MAINTENANCE RECORD SHEETS

When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

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.**



ANNEX J

**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)**

This form is in C1.3 in this contract and must be filled in by the contractor

**ANNEX K****Minimum Maintenance Programme**

The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract. The below list should be used as a minimum. The responsibility lies with the contractor in ensuring compliance to OEM instructions.

Maintenance Tasks for Pump set - Sewerage

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMS'.

Activity	Task Description	Frequency	Trade	Outage
Maintenance	17. Check condition of all panels. 18. Make sure there are no alarms on panels 19. Visual inspection on all pumps and test run 20. Check condition and operation on all Mobrey Relays 21. Ensure that all electrical terminal screws in control panels are secure and tight 22. Check that all overloads are set correctly 23. Test all overloads 24. Clean all control panels. Make sure that contractors are chattering (noisy) when in operation 25. Check and ensure that all drawings are in control panels 26. Check and test all alarm's, confirm with IMC 27. Check operation of all float controls 28. Check that all locks are fitted on control panels and locked 29. Ensure that all grids are in place 30. Record/measure amperage and voltage on panel 31. Record pump operation hours	Monthly (M)	MECH	NOT REQD

	32. Record sump level			
Maintenance	<p>19. Ensuring the disinfection of areas and or equipment to prevent bacterial infections / contaminations to people and environment as required.</p> <p>20. Removal of dirt on the impeller and check cavitation on the impeller.</p> <p>21. Visual inspection of the oil in the sump and the oil level.</p> <p>22. Check current drawn by the motor that it is within the required limit and record</p> <p>23. Check voltage on the control panel and record voltage</p> <p>24. Inspect shaft and seals for any wear and tear</p> <p>25. Check drive couplings on the pump</p> <p>26. Check bearing noise and inspect bearings</p> <p>27. Check valve operations</p> <p>28. Check electric motors for any loose contacts and vibrations</p> <p>29. Check that cables are in a good condition and tidy</p> <p>30. Complete checklist report and findings during submission to the relevant department</p> <p>31. Check operation of float switches and radar switches</p> <p>32. Service electrical panel and check for loose connections</p> <p>33. Renewal of oil on the sump.</p> <p>34. Shaft alignment and calibration.</p> <p>35. Balance rotating assembly.</p> <p>36. Check impeller condition</p>	Yearly (Y)	MECH	NOT REQD



Maintenance Tasks for Pump set – Storm Water

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'.

Activity	Task Description	Frequency	Trade	Outage
Maintenance	12. Check for exercise vibration on motor 13. Check for bearing noise 14. Inspect shaft seals 15. Check electric motors for loose connections 16. Check that cables are in good conditions and tidy 17. Check valve operation 18. Inspect bearing on pump 19. Check drive couplings on pump 20. Inspect bearings on pump 21. Check pump seal for leaks 22. Check all drain pipes for leaks	Monthly (M)	MECH	NOT REQD
Maintenance	6. Check operation of float switches and radar switches 7. Service electrical panel and check for loose connections 8. Removal of the pumps from site to the workshop. 9. Inspect and Bench test pump 10. Grit blast pump remove corrosion and paint the pump.	Yearly (Y)	MECH	NOT REQD



Maintenance Tasks for Pump set – Fire Main Hydrant booster

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'

Activity	Task Description	Frequency	Trade	Outage
Maintenance	15. Check for exercise vibration on motor	Monthly (M)	MECH	NOT REQD
	16. Check for bearing noise			
	17. Inspect shaft seals			
	18. Check electric motors for loose connections			
	19. Check that cables are in good conditions and tidy			
	20. Check valve operation			
	21. Inspect bearing on pump			
	22. Check drive couplings on pump			
	23. Inspect bearing on pump			
	24. Check pump seal for leaks			
	25. Check all drain pipes for leaks			
	26. Check Flow and Pressure from Hydrant Valve			
	27. Check leaks on Hydrant Valve			
	28. Check function on Hydrant Valve			

Maintenance Tasks for Pump Set - Borehole

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'

Activity	Task Description	Frequency	Trade	Outage
Maintenance	7. Maintain the system in a clean and tidy condition	Daily	Operator	NOT REQD



	8. Inspect system for any leaks. if any seal/ repair accordingly 9. Inspect the chemical tank levels and filled if required- ensure correct chemical and ratio is maintained 10. Monitor system for abnormal conditions 11. Check and adjust flow rates as per Operating Parameters 12. Record Operating parameters and complete Operator checklist			
Maintenance	2. Check Compressor level and refill when required	Weekly	Operator	NOT REQD
Maintenance	12. Check for exercise vibration on motor 13. Check for bearing noise 14. Inspect shaft seals 15. Check electric motors for loose connections 16. Check that cables are in good conditions and tidy 17. Check valve operation 18. Inspect bearing on pump 19. Check drive couplings on pump 20. Inspect bearing on pump 21. Check pump seal for leaks 22. Check all drain pipes for leaks	Monthly (M)	MECH	NOT REQD

**ANNEX L (Contractor to fill in)**

**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 the Employer. The Employer 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 (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all 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 the Employer 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 the Employer 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 Waste disposal site used



	<ol style="list-style-type: none"> 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 & of Storage 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 the Employer 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	the Employer 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.

Low Service Damages

Low service damages shall be imposed by the Employer 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 low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of



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

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

at: _____ (airport name).

**ANNEX M**Maintenance of Pump System Spares List

MSP Number	Part Description	UOM
	Level Strobe light switch	EACH
	Star Delta Timer 230V	EACH
	Relay 8 pins, 10A, 24V DC 250VAC	EACH
	Panel toggle Switch	EACH
	Float switches	EACH
	Panel handles	EACH
	Seals – Packing Glands	EACH



ANNEX N

ACSA Maintenance Procedure for Pump System - D080 022M

- Available upon request from the ACSA service manager
 - Further the following legislative must be adhered

Maintenance of Pump Systems

Electrical installation Regulation of 2009

General Machinery Regulation and Driven Machinery Regulations

SANS4413- Hydraulic fluid power — General rules and safety requirements for systems and their components

SANS1808-32-Part 32 Float valves (equilibrium type)

Insurance Requirements

CIDB Registration in category ME for the service provider

Registration with the Department of Labour as an Electrical Contractor



ANNEX O

Pump system – standard operating procedure

Available upon Request from the ACSA service manager



ANNEX P

Maintenance of PUMP system – Electrical lockout procedure

Available upon Request from the ACSA service manager



ANNEX Q

Cape Town International Airport – operating instruction for Pump system

Available upon Request from the ACSA service manager



ANNEX R

Fire Emergency procedure

Available upon Request from the ACSA service manager



ANNEX S

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager



ANNEX T

Internal and external factors

Below is a list of internal and external factors which may affect equipment availability and are beyond the contractor's control:

	Type	Comment
External resources	Utilities •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	•Outside Operating conditions/parameters •Damage by others (users and Third parties) i.e. end users •Incorrect use •Foreign material is system	-No impact to reliability/Maintainability. This are some of the occurrences that may not be considered the Normal Operating conditions Impact on availability of the system if faulty
Other	•Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget) Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time	-Affect Maintainability No impact on service provider. The Risk is not sitting with a single owner



ANNEX U

ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements and including certificates requirements and maintenance records must be produced when required

Legislative Records / Certificates and Maintenance records needed	Frequency of records
Sewer sump gas monitor calibration records	Quarterly (Q)
Earth leakage test	Quarterly (Q)
Flow and pressure test records	Monthly (M)
Maintenance records as per procedure	Monthly/Quarterly/Yearly
Records of inspections for Guarding of moving parts	Quarterly
Panel wiring diagram and COC validity check	Yearly (Y)
Level & Pumps interlock tests	Monthly (M)
Pump motor Winding resistance and insulation resistance test	Bi-annual



ANNEX V

ACSA Inventory procedure

Available upon Request from the ACSA service manager



ANNEX W

Current Guarantee and Warrantee

No Performance bonds and guarantees applicable on the service information
All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.